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4.13.2020 BOE Mtg. Agenda Addendum

Hourly Exempt Employees Benefit Provisions Manual Revised April 2020

Policy 4162

Policy 7540.03

WEA MOU

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, APRIL 13, 2020, 7:00 P.M.
VIA GOOGLE MEET

TO JOIN BY VIDEO CLICK THE FOLLOWING LINK:

meet.google.com/esy-vixy-zmv

TO JOIN BY TELEPHONE CALL THE FOLLOWING NUMBER:

[\(US\)+1 440-817-0049](tel:(US)14408170049)

PIN: 522 097 686#

AGENDA ADDENDUM

VI. Administrative Items

A. PERSONNEL CONSENT ITEMS

2. Resignations

d) Hannah Lahiff, resignation, eff. May 30, 2020

B. ACTION CONSENT ITEMS

21. Recommendation to approve the revised Hourly Exempt Employee Benefit Provision Manual
22. Recommendation to approve a first reading of the following revised Wadsworth City School District Board of Education policies:
 - a) 4162, Drug and Alcohol Testing of CDL Licensure Holders and Other Employees Who Perform Safety-Sensitive Functions
 - b) 7540.03, Student Technology Acceptable Use and Safety
23. Recommendation to approve the Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education

Agenda Detail Sheet

B. ACTION CONSENT ITEMS

- 21. Revised Hourly Exempt Employee Benefit Provision Manual:** The revision to the Hourly Exempt Employee Benefit Provision Manual being recommended for approval will allow for flexibility in filling the vacant position on a part-time basis, as opposed to the previous full-time status. If approved, the intention is to post the position for twenty-four (24) hours per week on a one hundred fifty-six (156) day contract, with the ability to allow extra time in a week, not to exceed a total of forty (40) hours worked.
- 22. Revised Wadsworth City School District Board of Education Policies:** The revised Wadsworth City School District Board of Education policies being recommended for a first reading are necessary for the following reasons:
- a) 4162, Drug and Alcohol Testing of CDL Licensure Holders and Other Employees Who Perform Safety-Sensitive Functions: The revisions align our policy with current federal and state law. The revisions include a detailed account of the situations under which post-accident testing will be required and the definition of safety-sensitive function.
 - b) 7540.03, Student Technology Acceptable Use and Safety: The revisions clarify that the Board and parents of minors are responsible for setting and conveying the standards that their children should follow when using the Internet at school or for school purposes. In addition, the revisions remove the student and parent/guardian sign-off form, as it is not required by law, and the reference to the accompanying Wadsworth City School District Administrative Guidelines, which do not exist.
- 23. Wadsworth Education Association (WEA) Memorandum of Understanding (MOU):** The WEA MOU being recommended for approval details provisions necessary due to our current period of closure.



HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

August 1, 2017 to July 31, 2020

Revised August 2018

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

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HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

DECLARATION

The following benefit provisions apply to all those persons employed by the Board of Education and officially classified as an Hourly Exempt Employee, “HEE”. The following positions are classified as HEE for the purpose of this Benefit Provision:

Administrative Assistant to the Superintendent
Assistant to the Superintendent and Communication Specialist
Administrative Assistant to the Director of Instruction and Professional Development
Administrative Assistant to the Treasurer
Administrative Assistant to the Assistant Superintendent
Licensed Practical Nurse
Medical Assistant

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

WAGE RANGE & SCHEDULE

	2017-18		2018-19		2019-20			
Position	Low	High	Low	High	Low	High	Days	Hr/day
Administrative Assistant to the Superintendent	\$22.27	\$28.33	\$22.83	\$29.04	\$23.51	\$29.91	260	8
Administrative Assistant to the Treasurer, Administrative Assistant to the Assistant Superintendent, Administrative Assistant to the Director of Instruction /PD	\$20.97	\$26.65	\$21.49	\$27.32	\$22.13	\$28.14	220, 260	8
Administrative Assistant to the Director of Instruction /PD	\$20.97	\$26.65	\$21.49	\$27.32	\$22.13	\$28.14	Varies	Varies
Assistant to the Superintendent and Communication Specialist	\$20.97	\$26.65	\$21.49	\$27.32	\$22.13	\$28.14	197	8
Licensed Practical Nurse	\$24.72	\$30.48	\$25.34	\$31.24	\$26.10	\$32.18	As needed	
Medical Assistant	\$18.54	\$24.30	\$19.00	\$24.91	\$19.57	\$25.66	As needed	
*Hourly Employees with a 2 or 4 year degree applicable to their responsibilities will receive an additional \$.45 per hour with the exception of licensed practical nurses who require a degree for the position.								

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

CALAMITY DAYS

- A. Unless notified otherwise by supervisory personnel or administration, HEE who are contracted to work in excess of two hundred and thirty five (235) or more days are expected to report to work when the school(s) in which they are employed are closed owing to an epidemic or other public calamity. HEE required to work on these days shall be paid one (1) calamity day in addition to their regular pay for each hour actually worked for up to five (5) calamity days. Any calamity day beyond the first five (5) will be paid at straight time.
- B. HEE who work in excess of two hundred and thirty five (235) days shall be paid for regular time lost if said epidemic or calamity prevents them from reporting, or causes them to be late.
- C. HEE who work in excess of two hundred and thirty five (235) days are required to make every reasonable effort to be present to assist in the routine tasks to be performed and in coping with the emergency.

CELL PHONES

Cell phone reimbursements are given to HEEs based upon the following:
Licensed Practical Nurses who float between buildings. \$11/month for cell phone minute package; \$30/month for data package; \$492 total annually

COMPENSATION SYSTEM (YEARLY)

CONCEPT

Each administrator and exempt employee has a base salary or hourly rate, the starting point of which is determined at his/her date of hire (see description below). Each year the Board of Education will determine a dollar amount available for raises to administrators and exempt employees. If the Board of Education determines money is available, the Superintendent will be responsible for determining how the money will be distributed to the employees. The Superintendent will determine a base percentage increase that will be given to all employees. In addition to the uniform base percentage increase, an additional uniform percentage will be available for employees who have met their performance goals and have the highest rating possible on their summative evaluation for the year (see description below). Within the parameters written above, the total compensation increase an employee receives in a given year cannot exceed the top of the salary range for his/her position in the year in question.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

HIRING SALARIES/HOURLY RATE

The determination of the appropriate starting salary or hourly rate for new hires will be made by the Superintendent. Starting salaries or hourly rates should be at, or toward, the minimum of the assigned salary or hourly rate range (as found in the appropriate Benefit Provision Manual). A starting salary or hourly rate which is higher than the minimum assigned salary or hourly rate range may be granted for such reasons as education and/or work experience directly applicable to the job which exceeds the minimum qualification requirements, a competitive market situation, a special or specific talent, etc. Salary or hourly rate levels of current District employees should also be considered in determining new hire salaries or hourly rates.

ATTAINMENT OF PERFORMANCE GOALS

At the beginning of each school year, the employee will set a minimum of two (2) performance goals collaboratively with his/her direct supervisor. In years where the Board of Education has allocated money for raises, employees who meet their performance goals and who have the highest rating possible on their summative evaluation for the year will receive the additional uniform percentage available.

Whether an employee has met his/her performance goals is determined by the direct supervisor, in consultation with the Superintendent, and involves a portfolio based system that provides supporting evidence of results/outcomes.

SALARY/HOURLY RATE STRUCTURE ANALYSIS

In response to market trends, the salary/hourly rate structures should be reviewed and updated, as appropriate. A market analysis should be completed using comparable school districts in our area.

RATIONALE

This system allows for performance-based financial incentives while creating an atmosphere where everyone can “win” if they have met their performance goals and have achieved at the highest level on their summative yearly evaluation. Performance goals and the evaluation instrument are known to the employee from the beginning, thus eliminating to a great degree the idea of a supervisor being “arbitrary” with decisions that are made. All of this is done within the dollar amount allocated by the Board of Education.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

DISCIPLINARY PROCEEDINGS

Appropriate discipline may include oral or written reprimand, suspension with or without pay, reduction, demotion and/or termination.

EVALUATION

- A. All HEE will be formally evaluated at least once each year by May 15 for HEE with less than two hundred sixty (260) day contracts, and June 15 for HEE with two hundred sixty (260) day contracts (See Appendix A for a copy of the evaluation instrument).
- B. The purpose of such an evaluation is to promote better understanding of the consistent requirements of each position and expectations of the Administration of the HEE's productivity and the specific performance objective or targets to be achieved in a period covered by the evaluation and to point out and to attempt to mutually correct any deficiencies the HEE may have in his/her job performance. Expectations will be communicated to the HEE sufficiently in advance of the evaluation to provide an opportunity to meet expectations. Copies of the written evaluation will be given to the HEE evaluated and a copy will be filed in the HEE's personnel file.
- C. The evaluator shall give the HEE a signed copy of the evaluation at least two (2) workdays prior to the post-evaluation conference. The HEE shall have an opportunity to discuss the evaluation with the evaluator. Where appropriate, suggestions for improvement will be made to the HEE. No HEE shall be adversely evaluated without just cause.
- D. The HEE shall sign the evaluation form, which signifies only that the HEE has seen and discussed the evaluation; the HEE's signature does not signify agreement with the evaluation. The HEE will have ten (10) workdays after the above conference to notify the evaluator that he/she will file a written response to the evaluation with the Superintendent or designee. The response will be attached to and made part of the evaluation.
- E. An HEE will be evaluated on his/her work performance by his/her immediate supervisor/administrator.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

FBI CHECK

The Board shall pay for the cost of any FBI check provided the HEE-initiated the background check through central office.

FLEX TIME

Flex time should be used within the pay period it is accrued. If this is not possible, then every effort should be made to use it in the next pay period. The maximum flex time that can be accrued at any one time is twelve (12) hours.

HOLIDAY PAY

- A. Any HEE who is required to work on the day observed as a holiday shall receive time and one half (1 1/2) for all hours worked in addition to pay for the holiday.
- B. Holidays granted and paid are as follows: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July (for two hundred sixty (260) day HEE), Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas Day. Good Friday also shall be a paid holiday in years when school is not in session on that day. HEE assigned to work two hundred sixty (260) days or more will receive a floating holiday to be used on either Christmas Eve, New Year's Eve day, Presidents' Day or July 3 at the HEE's option.
- C. In order to qualify for holiday pay, an HEE must be either working his/her last scheduled work day prior to the holiday and his/her first scheduled work day after the holiday, or be properly excused. Members on unpaid leave shall not be eligible for holiday pay.
- D. In the event a holiday falls on Saturday, Friday will be the paid holiday. If it falls on Sunday, then, Monday will be the paid holiday.

INSURANCE

GENERAL PROVISIONS

- A. Right to Insurance Benefits

In addition to the salary and other payments, the compensation of full-time HEE shall include the insurance benefits provided herein. HEE who are scheduled to

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

work less than seventy-five percent (75%) of full-time shall not be eligible for insurance benefits. A full-time is defined as those who are contracted to work one thousand two hundred fifty (1,250) hours or more in a work year.

B. Distribution of Insurance Cards

Each HEE shall be issued a current insurance card.

PREFERRED PROVIDER ORGANIZATION (PPO)

A. Method of Payment

HEE shall pay a portion of the monthly premium according to the following schedule:

Single: 9%

Family: 6%

- Cap on premium share, as follows:
 - Year 1: Single: \$70; Family: \$100;
 - Year 2: Single: \$70; Family: \$110; and
 - Year 3: Single: \$75; Family: \$115.

B. Specifications

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Wadsworth City Schools – Base Plan
Blue Access® (PPO)
Effective 07/01/2018

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$250/\$500	\$1,000/\$1,600
Out-of-Pocket Limit (Single/Family)	\$1,250/\$2,500	\$3,400/\$6,800
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: - allergy injections (PCP and SCP) - allergy testing - MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products	\$20/\$20 20% 20% 20%	30% 30% 30% 30%
Preventive Care Services Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.	No cost share	30%
Emergency and Urgent Care Emergency Room Services - facility/other covered services (copayment waived if admitted) Urgent Care Center Services - MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products - Allergy injections - Allergy testing	\$100 \$25 20% 20% 20%	\$100 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	20%	30%
Blue 8.0 500 Series		

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 180 days for skilled nursing facility	20%	30%
Outpatient Surgery Hospital/Alternative Care Facility Surgery and administration of general anesthesia	20%	30%
Other Outpatient Services including but not limited to: - Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. - Home Care Services 30 visits (excludes IV Therapy) (Network/Non-Network combined) - Durable Medical Equipment, Orthotics and Prosthetics - Physical Medicine Therapy Day Rehabilitation programs - Hospice Care - Ambulance Services	20% 20%	30% 20% 20%
Outpatient Therapy Services (Combined Network & Non-Network limits) - Physician Home and Office Visits (PCP/SCP) - Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: - Cardiac Rehabilitation Unlimited - Pulmonary Rehabilitation Unlimited - Physical Therapy: 60 visits - Occupational Therapy: 60 visits - Manipulation Therapy: 12 visits - Speech therapy: 20 visits - Teledoc (Live Health Online)	\$20/\$20 20%	30% 30%
Accidental Dental: Unlimited per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: Mental Illness and Substance Abuse² - Inpatient Facility Services - Physician Home and Office Visits (PCP/SCP) - Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	20% \$20 20%	30% 30% 30%
Human Organ and Tissue Transplants³ Acquisition and transplant procedures, harvest and storage.	20%	30%

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Covered Benefits	Network	Non-Network
Prescription Drugs Network Tier structure equals 1/2/3 Network Retail Pharmacies: (30-day supply) Home Delivery Service: (90-day supply) Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap	\$10 generic/\$20 preferred brand/\$30 Non-preferred generic & brand \$25 generic/\$50 preferred brand/\$70 Non-preferred generic & brand Rx OOP Max: \$6,525 Single/\$13,050 Family	50%, min \$30⁵ Not covered Rx OOP Max: \$13,050 Single/\$26,100 Family

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services). Prescription drug cost shares have a separate out-of-pocket maximum.
- Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies, except diabetic test strips, have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year
- Vision limited services – additional vision services are covered when specifically coded as determination of refraction, routine ophthalmological examination including refraction for new and established patients, and a visual functional screening for visual acuity. No additional ophthalmological services are covered as part of the medical coverage.
- Plan to exclude coverage for elective abortions.

² We encourage you to review the Schedule of Benefits for limitations.

³ Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

⁵ Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

WELLNESS RIDER

The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual. The objective is to encourage modifications of member health status and enhance personal well-being and productivity, with a goal of preventing injury and illness.

The program includes the following provisions:

- (1) An annual voluntary onsite biometric screening or physician directed preventive exam will be provided at no cost to the employee. Onsite biometric screenings or physician directed examinations shall be conducted around the summer/fall of each calendar year. The screening shall provide (but not be limited in application to as determined by the District) confidential employee information in four (4) key wellness categories:
 - Non-smoker or participation in a smoking cessation program
 - Low density Li-protein (LDL)/High-density Li-protein (HDL) and Total Cholesterol
 - Body Mass Index (BMI)
 - Blood Pressure (BP)
- (2) Effective January 1, 2018 all WESPA members and any new members hired subsequent to January 1, 2018 who voluntarily participated in the previous fall

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

onsite biometric screening or physician directed preventive exam earn health credits applicable to the following calendar year. The value of health credits in the following calendar year will be issued exclusively based on the employee's participation in either the onsite biometric screening or physician directed preventive exam. Single enrollees shall earn a credit of \$100 to be applied to a Health Reimbursement Account (HRA) on a calendar year basis. Family enrollees shall earn a health credit of \$200 to be applied to a Health Reimbursement Account (HRA) on a calendar year basis. Employer contributions to the HRA will expire at the end of the calendar year for which they are earned if they are not used.

- (3) Effective January 1, 2019, employees who voluntarily participated in the 2018 onsite biometric screening or physician directed preventive exam will have the opportunity to earn HRA credits. The value of HRA credits in the 2019 calendar year will be based on four key biometric components. Each component shall be equal to a credit value of \$25 for single enrollees or \$50 for family enrollees. In no event will the total value of credits exceed \$100 for a single enrollee or \$200 for a family enrollee. HRA credits are non-transferable and are only valid against allowable medical expenses incurred and applicable during the 2019 calendar year.

Beginning in 2019 and applicable for each subsequent calendar year, HRA credits shall be issued subject to the terms and conditions outlined herein; credits shall be provided on the following basis:

- Participation in the immediately preceding period's onsite biometrics initiative or physician directed preventive exam.
- Employee certification of being a non-smoker or successful completion of a physician directed smoking cessation program during the year shall be worth \$25/single or \$50/family.
- Total Cholesterol Score of 240 or less. Or, should the employee's score be in excess of 240, physician certification of the employee's participation in a management program to reduce their cholesterol risk or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's total cholesterol be in excess of 240, a 5% improvement over the prior year's total cholesterol provided that the employee participated in the prior year's onsite or physician directed

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

examination process. Completion of any of the above three conditions shall be worth \$25/single or \$50/family.

- Body Mass Index (BMI) of 30 or less. Or, should the employee's BMI be in excess of 30, physician certification of the employee's participation in a management program to reduce their BMI or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's BMI be in excess of 30, a 5% improvement over the prior year's BMI provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$25/single or \$50/family.
- Blood Pressure of 140/90 or less. Or, should the employee's blood pressure be in excess of 140/90, physician certification of the employee's participation in a management program to reduce their blood pressure or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's blood pressure be in excess of 140/90, a 5% improvement over both the prior year's Systolic and Diastolic blood pressure number provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$25/single or \$50/family.

- (4) For each year after 2018, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician directed preventive exam will have the opportunity to earn health credits for the following calendar year.

TERM LIFE INSURANCE

A. Right to Coverage

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of \$50,000 for each regular, full-time HEE now or hereinafter employed.

B. Method of Payment

The full cost of this program and any increase thereof shall be paid by the Board.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

C. Right to Purchase Additional Coverage

The Board shall allow an eligible HEE to purchase additional amounts of coverage through payroll deduction, provided the number electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company. The Board may insist that the amount of such additional coverage shall be \$50,000 or One Hundred Thousand Dollars \$100,000, at the option of the HEE. The right to purchase such additional coverage is subject to availability and to all requirements imposed by the insurance carrier.

DENTAL INSURANCE

A. Right to Coverage

The Board shall self-fund and/or purchase from a carrier licensed in the State of Ohio, dental insurance coverage for each full-time HEE now or hereinafter employed, and his/her family.

B. Method of Payment of Coverage

The full cost of such insurance shall be paid by the Board.

C. Right to Change Coverage Status

An HEE may change coverage during the districts open enrollment period or when the employee has a “change in life event” as defined by the insurance carrier.



**Delta Dental PPO
(Point-of-Service)
Summary of Dental
Plan Benefits For
Group# 1151-5000,
5091**

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

	PPO Dentist	Premier Dentist	Non-participating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Emergency Palliative Treatment – to temporarily relieve pain	80%	80%	80%
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Major Services			
Major Restorative Services – crowns	70%	70%	70%
Relines and Repairs – to bridges, implants, and dentures	70%	70%	70%
Prosthodontic Services – bridges, implants, and dentures	70%	70%	70%
Orthodontic Services			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Periodontal maintenance procedures are not a Covered

Service for people under age 16.

- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Space maintainers are payable once per area per lifetime for people up to age 16.
- Bitewing X-rays are payable twice per calendar year for people under age 19 and once per calendar year for people age

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

- 19 and older. Full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. Vertical bitewing X-rays are payable once in any three-year period.
- Four periapical and two occlusal X-rays are payable per calendar year.
 - Sealants are payable twice per tooth per lifetime for the occlusal surface of first and second permanent molars up to age 16. The surface must be free from decay and restorations.
 - Crowns, inlays and onlays are Covered Services for people age 16 and older once in any five-year period.

Recementation of crowns, inlays and onlays are payable once per lifetime for people age 16 and older.

Prefabricated crowns are Covered Services on primary teeth.

- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Root canal treatment is payable once per tooth per lifetime. Retreatment of a previous root canal is payable once per tooth per lifetime.
- Certain oral surgery procedures including vestibuloplasty, frenulectomy, frenuloplasty, oroantral fistula closure, primary closure of sinus perforation and biopsy of hard tissue are Covered Services.
- Full and partial dentures are payable once in any five-year period. Tissue conditioning is payable twice in any 12- month period. Chairside relines and rebase of dentures are payable once in any calendar year. Lab relines and rebase of dentures are payable once in a three-year period. Adjustments of dentures are payable once in any calendar year.
- Recement of bridges is payable once per lifetime. Repair of bridges is payable once in any five-year period.
- Implants and implant related services are payable once per tooth in any five-year period.
- Emergency palliative treatment is a Covered Service twice in any calendar year. Consultations (by other than the treating dentist) are Covered Services once in any calendar year. Occlusal guards and occlusal adjustments are not Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$3,000 per person total per Benefit Year on all services except orthodontics. \$1,500 per person total per lifetime on orthodontic services.

Deductible – \$25 Deductible per person total per Benefit Year limited to a maximum Deductible of \$50 per family per Benefit Year. The Deductible does not apply to oral exams, preventive services, consultations, office visit for observation, X-rays, brush biopsy, sealants, and orthodontic services.

Any expenses incurred by an eligible person for covered services during the last three months of a benefit year and applied to the Deductible for that benefit year will also be applied to the Deductible for the following Benefit Year.

The Deductible met under the previous carrier for the period January 1, 2014 through June 30, 2014 will be applied to the 2014 calendar year Deductible with Delta Dental. It is the Subscriber's responsibility to provide Delta Dental with adequate documentation of the Deductible met under the previous carrier.

Waiting Period – Employees who are eligible for dental benefits are covered as identified in your contract with the school district.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Eligible People – All eligible contracted employees of the school district who elect the dental plan. The Contractor and Subscriber share the cost of this plan.

Also eligible at your option are your legal spouse and your dependent unmarried children to the end of the month in which they turn 26 if eligible to be claimed by you as a dependent under the U.S. Internal Revenue code during the current calendar year. You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible under this Contract, you may be enrolled as both a Subscriber on your own application and as a dependent on your spouse's application. Your dependent children may be enrolled on both applications as well. Delta Dental will coordinate benefits.

Benefits will cease on the last day of the month in which the employee is terminated.

LEAVE PROVISIONS

SICK LEAVE

- A. HEE shall accrue sick leave as established by the Ohio Revised Code. Sick leave shall be charged as it is used in minimum increments of one-quarter (1/4) hours, with a maximum accumulation of two hundred eighty-four (284) days. The State mandated accumulation of Sick Leave is also established by the Ohio Revised Code. An HEE shall receive notification of his/her accumulated sick leave with each pay. An HEE who has not yet accumulated sufficient sick leave or who has exhausted sick leave and personal leave shall be credited up to five (5) days of sick leave.
- B. HEE may use sick leave, upon approval of the responsible administrative officer of the employee, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and to illness, injury or death in the HEE immediate family. Sick leave may also be used as follows: (1) for pregnancy as provided in the Ohio Revised Code. Absent medical verification of a need for a longer leave, the use of sick leave for pregnancy and/or child birth will not exceed six (6) weeks from date of delivery; (2) for care of a spouse with a newborn baby up to a maximum of five (5) days. If an HEE requires more than five days, he/she will provide written documentation to the Superintendent; and (3) for the death of an aunt or uncle up to a maximum

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

of two days. Babysitting for the HEE children or grandchildren is an inappropriate use of sick leave. When the administration suspects an abuse in the use of sick leave, the administration has the right to require an affidavit from a physician to verify the use of sick leave. Any misuse, abuse, or unauthorized use of sick leave will result in disciplinary action up to and including termination.

- C. Any HEE whose job requires the operation of machinery or motor vehicle and who is on prescription medication that might impact the HEE ability to perform those functions must immediately inform his/her supervisor and provide a physician's statement verifying the member's fitness to operate such machinery or motor vehicle.
- D. The local definition of "immediate family" is:
 - Spouse of HEE
 - Children or grandchildren of HEE or of his/her spouse
 - Parents and stepparents of HEE and HEE's spouse
 - Brothers and sisters of HEE and HEE's spouse
 - Grandparents of HEE and HEE's-spouse
 - Son-in-law and daughter-in-law of HEE or of his/her spouseIn the event of death, "immediate family" also includes aunts and uncles.

Any person *in loco* of the above (e.g., anyone residing in the same home with the HEE or any relative who clearly stands in the same relationship with the HEE as any of those so specified). An HEE must provide a written description of the facts on the District absence report form supporting the *in loco* situation.

- E. HEE shall not be charged sick leave when school is not in session or when the HEE is not required to report to work.

PERSONAL LEAVE

- A. Right to Leave

- 1. HEE shall be eligible for three (3) unrestricted days per school year.
 - 2. HEE will not be charged personal leave on non-work days.

- B. Notice of Intent to Use Leave

Notice of intent to use Personal Leave shall be provided by completing and delivering to the person the HEE directly reports to the prescribed form at least three (3) days in advance of the anticipated absence. If circumstances make

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

advance notice impossible, the HEE shall notify the person they report to with his/her intent to use Personal Leave as soon as practicable.

C. Purpose of Leave

It is the intent of this Section to provide HEE with a means of dealing with personal matters that cannot be handled except during school hours.

D. Personal Leave must be taken in minimum increments of one-quarter (1/4) hour.

E. On occasion, special circumstances not covered by the provision above may arise and HEE may wish to request personal leave. Such requests shall be made in writing to the person the HEE reports to who may grant the personal leave on a paid or unpaid basis or may deny the request.

F. An HEE who abuses personal leave will be subject to discipline, up to and including termination.

G. Any unused personal leave hours at the end of the contract year (June 30) will be paid at the HEE's per diem rate. If the HEE desires to have unused personal leave converted to sick leave in lieu of receiving his/her per diem rate reimbursement for unused personal leave hours, he/she must submit a letter to the Treasurer's office by June 15.

UNPAID LEAVE

A. Unpaid Leave – Short Term

Unpaid leave of up to ten (10) days at one time may be granted, in writing, by the Superintendent or his designee upon prior written request to the Superintendent or his designee by the HEE. In emergency cases, verbal requests and approval shall be reported, in writing, by the supervisor or administrator granting the request.

B. Unpaid Leave – Long Term

Upon the written request of an HEE, the Board may grant Unpaid Leaves up to two (2) years in length.

PAID ADOPTION LEAVE

A. Adoptions in the United States

An HEE is eligible, upon adoption of a child in the United States, to use accumulated sick leave for up to a total of twenty (20) days, which may be taken

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after the Board receives documentation of the adoption. Such leave must be taken within a twelve (12) month period, during which period custody is received. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed twenty (20) days.

B. Adoptions Outside the United States

If a child outside of the United States is adopted, an HEE will be able to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. Such leave must be taken within a twelve (12) month period, during which period custody is received. Further, accumulated sick leave may be used for up to a total of ten (10) days for the adoption process, prior to receiving custody of the child. The scheduling of leave for the adoption process will be arranged between the HEE and the Superintendent. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed thirty (30) days.

C. HEE will not be charged adoption leave on non-work days.

UNPAID CHILD CARE LEAVE

A. Length of Leave

An HEE shall be granted unpaid child care leave to care for a newborn or an adopted child who is not yet school age. Unpaid child care leave and the absence (if any) charged to sick leave shall not exceed six (6) months. Unpaid child care leave shall start at the end of the use of sick leave (if any) and will expire no later than the end of the sixth month following the child's birth or date of adoption.

B. Eligibility for Leave

An HEE wishing to take unpaid leave for child care pursuant to this Section shall, as a prerequisite, file a letter of intent to use such leave, specifying its expected duration, not later than the end of the fifth (5th) month of pregnancy or within four (4) months of pending adoption date.

C. Right to Return from Leave

1. An HEE who has elected not to take additional leave shall return to work as soon as the period of actual physical disability has ended. The HEE will notify

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the Superintendent in writing, of the date of her expected return as far in advance as possible.

2. An HEE who uses an additional unpaid leave for child care shall return on the date specified in the notice of intent to use the unpaid leave.

D. Rights While on Leave

An HEE who is absent on unpaid child care leave shall have the same rights, and only those rights, while on leave and upon returning from leave as any other HEE who is absent on unpaid leave pursuant to Ohio Revised Code.

E. Insurance Coverage While on Leave

An HEE on unpaid child care leave may continue all insurance coverage provided. Such coverage will be at his/her own expense unless otherwise required by statute. Payment for such coverage shall be made monthly by the HEE to the Treasurer.

JURY DUTY

An HEE shall be granted time off for jury duty actually served during work hours and shall suffer no loss of pay. If an HEE has served on jury duty in excess of four (4) hours in a given day, the member need not report to work. Similarly, if an HEE has worked four (4) hours of his/her shift prior to reporting to jury duty, the HEE need not return to work. The HEE may keep any payment received for jury duty. Documentation of jury duty actually served must be submitted to the appropriate supervisor.

LEAVE PURSUANT TO SUMMONS OR SUBPOENA

A. Right to Leave for a Summons or Subpoena

Any HEE who is summoned or subpoenaed for a job-related issue shall be granted leave with no loss of pay or other benefits for days missed by reasons of the summons or subpoena. A summons or subpoena issued because of a student's custody issue is considered to be job related. A HEE receiving a subpoena to appear as a witness for a non-job related issue shall be eligible for leave under this section.

B. Right to Leave for a Non-Job Related Issue

Personal leave must be utilized for a summons issued because of a non-job related issue. If the HEE has exhausted his/her personal leave, and is summoned for something that is not job related, leave pursuant to summons or subpoena may be

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used in order to comply with the summons.

C. Leave not Covered

An HEE is not eligible for leave under this Section if the HEE is a party to the legal proceeding.

D. Duty to Report

If the HEE responsibility under the summons or subpoena requires the HEE participation in excess of four (4) hours in a given day, the member need not report to work. Similarly, if the HEE has worked four (4) or more hours of his/her shift and the HEE requires leave due to a summons or subpoena, the HEE need not return to work following completion of that responsibility.

Documentation of the HEE's obligations under this Section must be submitted to the appropriate supervisor.

ASSAULT LEAVE

A. Right to Leave

An HEE who is absent due to physical disability directly resulting from an assault, which occurs in the course of Board employment, while on duty either during school hours or where required to be in attendance at a school-sponsored function, shall be eligible to receive Assault Leave.

B. Notice of Intent to Use Leave

1. Such leave shall be granted, for a period not to exceed one hundred eighty (180) workdays, upon the HEE delivering to their immediate supervisor a signed Employee Report of Injury Form.
2. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault (if known), the facts surrounding the assault and willingness of the HEE to cooperate with the Board if the Board chooses to pursue legal action against the assailant(s).

C. Rights While On Leave

1. An HEE on Assault Leave shall be maintained on full pay status during the period of his/her leave with the exceptions listed in D and E below.

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2. Leave granted under this Section shall not be charged against Sick Leave earned or earnable under ORC Section 3319.141 or leave granted under other section in the benefit provision plan.

D. Length of Leave

Assault Leave may be used for the period of the disability up to a maximum of one hundred (180) workdays.

E. Restrictions

1. If medical attention is required, the HEE shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
2. The HEE must file a Workers Compensation claim with the Business Office. The pay of a HEE on Assault Leave shall be reduced by the amount received by him/her, if any, for Workers' Compensation as a benefit to cover loss of pay resulting from the injury. However, the HEE's pay shall not be reduced by benefits received from Workers' Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.
3. If an HEE is unable to return to work after using fifty (50) days for assault leave, he/she shall provide the Board medical verification of the need for additional assault leave. The Board retains the right, at its own expense, to require the HEE to obtain the opinion of a second healthcare provider designated by the Board. If the second opinion is in conflict with the member's first medical verification, the Board may request, at the Board's expense, that the HEE see a mutually agreed upon healthcare provider to give a final and binding opinion regarding the need for continued assault leave.
4. Falsification of either the signed statement or a physician's certificate may be grounds for suspension or termination of employment under ORC Section 3319.16.
5. HEE shall not be charged assault leave when school is not in session or when the member is not required to report to work.

F. Verbal Assault Leave

1. An HEE not physically assaulted but who is emotionally distraught due to a threat of physical injury that is direct, specific and plausible will receive up to

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two (2) days off without loss of pay, as long as the HEE reports the threat to the police.

2. HEEs shall not be charged verbal assault leave when school is not in session or when the HEE is not required to report to work.

PROFESSIONAL LEAVE

A. Eligibility for Leave

An HEE may initiate a request or be assigned to attend professional conferences designed to improve the HEE's effectiveness in his/her assigned area(s).

B. Application for Leave

Application for professional leave shall be made by the HEE completing the form provided by the Board, and submitting it to his/her district supervisor.

C. Restriction

In determining whether to approve requests, the value of the conference relative to the costs of attendance shall be considered along with the availability of funds within the Board's annual appropriation.

FAMILY AND MEDICAL LEAVE

A. To be eligible for FMLA Leave, the HEE must:

1. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
2. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave.
3. Provide the Board with thirty (30) days advance notice when the need is foreseeable and such notice is practicable.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

- B. An HEE may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the HEE.
- C. An eligible HEE may take up to twelve (12) workweeks of paid (if sick leave is available) or unpaid leave ("FMLA Leave") in any school year (August 1st through July 31st) for one (1) or more of the following circumstances:
 - 1. The birth of an HEE's child and to care for the child up to age one (1);
 - 2. The placement of a child with an HEE for adoption or foster care, up to a twelve (12) month period after the placement;
 - 3. To care for the spouse, child, or parent of an HEE when that family member has a serious health condition;
 - 4. The HEE's inability to perform the functions of the position because of the HEE's own serious health condition.
 - 5. For qualifying military situations arising when an HEE's spouse, son, daughter or parent is on active duty or is called to active duty status.
- D. A "serious health condition" is defined as one that involves either inpatient care or one where the period of incapacity: (1) is more than three consecutive calendar days and involves treatment by a health care provider, (2) is due to incapacity due to pregnancy or prenatal care, (3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition, (4) is a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, or (5) any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not "serious health conditions" unless complications develop.
- E. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the board are jointly entitled to a combined total of twenty-six (26) of FMLA leave if the leave is requested to care for a covered service member.
- F. For purposes of this section, a qualifying military situation arises when an HEE's spouse, son, daughter, or parent is on active duty or called to active duty status

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(i.e., not on active duty in the Armed Forces) and includes, but is not limited to, the following situations:

1. Attendance at official military sponsored events
2. To provide or arrange for alternative child care or schooling
3. To make financial or legal arrangements to address the HEE address while on active duty
4. Counseling
5. Rest and recuperation, and
6. Post-employment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an out-patient status or on temporary disability retired list.

- G. Sick leave taken shall be counted as FMLA Leave if the reasons for taking it qualify as FMLA reasons.
- H. The Board shall maintain coverage under the group health plans and life insurance plans for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The HEE shall accrue seniority but shall not accrue any other employment benefits during the unpaid FMLA Leave.
- I. The Board shall notify the HEE of FMLA eligibility within three business days of learning of the need for the FMLA leave.
- J. For unpaid FMLA Leave the Board retains the right, at its own expense, to require the member to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the HEE to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The HEE and Board must each act in good faith to attempt to reach

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agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the HEE does not attempt in good faith to reach agreement, the HEE will be bound by the second certification.

K. Intermittent Leave and Reduced-Work Schedule

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six months, such as for chemotherapy.
2. When medically necessary, an HEE may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse/child/parent who has a serious health condition. The HEE shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
3. Where FMLA Leave is taken because of birth or placement for adoption or foster care, an HEE may take leave intermittently or on a reduced-work schedule only if the Board agrees.

L. Return to Work

1. At the end of unpaid FMLA Leave, the Board shall restore the HEE to the same or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.
2. When an HEE is medically able to return to work after using unpaid FMLA Leave because of a serious personal health condition, he/she shall provide the Board with a statement from his/her health care provider that the employee is able to resume the job functions for his/her position.
3. Should an HEE not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the HEE's control, the HEE shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. As HEE shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the HEE's health care provider shall be provided in a

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timely manner, and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

- M. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993, as amended January 16, 2009. If there are any inconsistencies between this Article of the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

MILITARY LEAVE

An HEE engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable Federal and Ohio law.

MILEAGE REIMBURSEMENT

An HEE who is required by the Board to use his/her own automobile to perform his/her assigned duties shall be reimbursed for all such travel. Examples are: an HEE who is assigned to more than one (1) school building per day or attending mandatory training meetings that involve considerable distances. Rate of compensation is approved IRS rate.

PAYROLL PRACTICES

Paychecks will be biweekly on Friday, during the term of employment. HEE may elect to receive his/her wages in twenty-six (26) bi-weekly, substantially equal pays. In order to facilitate payroll procedures, pay will be one week in arrears. All HEE will be paid via direct deposit into the account in the financial institution of the HEE choice and will receive their pay stub via email.

PERSONNEL FILES

- A. Right to Review

An HEE shall have the right, upon request, to examine and obtain a copy of any information in his/her personnel file except for information classified by law as confidential.

- B. Right to See Copy of Material in File

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If an Administration communication or a communication received from parents and other nonprofessionals regarding an HEE is intended to become a part of the HEE's file, it shall be reviewed by HEE's boss and the HEE involved and such HEE shall be afforded the opportunity to file a written reply. After receiving the communication, the HEE shall sign it to acknowledge he/she has had the opportunity to review it. This signature shall not indicate agreement with the substance of the communication.

C. Right to Challenge Contents of File

1. An HEE will have the right to indicate which, if any, document(s) or other material(s) in his/her personnel file is obsolete or otherwise inappropriate for retention.
2. Such document(s) will then be reviewed by an appropriate member of the administrative staff.
3. In determining whether a document is "obsolete or otherwise inappropriate for retention," the standards set forth in ORC Section 1347.05 shall apply.

D. Maintenance of Files

Neither the Board nor any Administrator shall maintain confidential and separate files on personnel in the form of communications from parents or computerized information which the HEE has neither seen or had the right to challenge.

E. Public Request to View Personnel Files

In the event any person, other than the HEE's Supervisor or other Administrator or Board member, seeks to review the personnel file of an HEE, the HEE shall be notified of such request. Such notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review, if applicable.

SEVERANCE PAY

- A. An HEE shall receive severance pay upon quitting his/her employment in the District and retiring from active service providing he/she; (1) is approved for retirement benefits by the State Employees Retirement System (SERS), or (2) is at least fifty (50) years old and has worked at least ten (10) full years in the District, or (3) has fifteen (15) or more years' service credit with the SERS and at least ten (10) full years of employment in the District.

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- B. A qualifying HEE shall receive severance pay equal to forty percent (40%) of two hundred (200) days; i.e., a benefit of up to eighty (80) days of his/her accumulated and unused sick leave. If a qualifying HEE does not have sufficient sick leave to qualify for maximum severance resigns or retires after fifteen (15) or more years employment in the district, then the severance pay to which he/she is entitled shall be supplemented by one day's pay for each year of employment in the district, provided that the total severance pay shall not exceed the eighty (80) day cap.
- C. The payment shall be based on average hours assigned for the last three (3) years of employment. Hours will be based on the last three (3) wage notices issued by June 30th of each year. Wages will be based on final wage rate at the time of retirement.
- D. The payment will be made in one lump sum within ninety (90) calendar days of the last work day with the District. Alternatively, at the request of the HEE, payment may be delayed until the calendar year following retirement, providing the member takes full responsibility for taxes.

VACATION DAYS

- A. HEE assigned to at least two hundred sixty (260) days of work per year (excluding paid holidays) will be granted paid vacations as follows:
 - 11 days- less than six years
 - 14 days- six years, less than nine years
 - 17 days- nine years, less than fourteen years
 - 22 days- fourteen years, less than twenty years
 - 27 days-twenty years and over

For purposes of vacation accrual, the passage of each August 1 defines one year.

- B. Vacation will be awarded on August 1 of each year for the year to be worked and may be taken upon accrual at times requested by the HEE and recommended and approved by his/her supervisor. Requests must be made at least three (3) days in advance, except: (1) this requirement can be waived by the administration and (2) a one-day or two-day vacation can be taken with one (1) workday's notice.
- C. A maximum of ten (10) days of unused vacation will be carried forward to the next year.
- D. When an HEE moves from a position that does not qualify for vacation to a vacation qualifying position, placement on the vacation schedule will be determined by the following formula:

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

(Total years in a nine month position) times (.75) example:

13 years as nine month employee moving to a twelve month position
 $(13) \times (.75) = 8.25$ twelve month years, therefore, the SEE receives
fourteen (14) prorated days of vacation and after one (1) year in the twelve
month position, the SEE would be entitled to seventeen (17) days of
vacation.

(Total years in a ten and one-half month [220 days] position) times (.85) example:

13 years as a ten and one-half month (220 days) employee moving to a
twelve-month position $(13) \times (.85) = 11.05$ twelve-month years, therefore
the SEE receives seventeen (17) prorated days of vacation and after three
(3) years in the twelve (12) month position, the SEE would be entitled to
twenty-two (22) days of vacation.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

WADSWORTH CITY SCHOOLS EVALUATION INSTRUMENT

Wadsworth City Schools Evaluation Instrument Administrators and Exempt Employees

EMPLOYEE _____ EVALUATOR _____

DEPT. _____ POSITION _____ DATE _____

<i>Performance Traits</i>	<i>Rating (Numerical Score)</i>	<i>Numerical Score (from previous column)</i>	<i>Comments</i>
1. PROFESSIONAL EXPERTISE Knowledge of job, qualifications	Accomplished (4)		
2. TEAMWORK: Teamwork, works well with others, cooperates with colleagues	Accomplished (4)		
3. PROFESSIONAL CHARACTER: Appearance, courtesy, attitude, public relations, communication	Accomplished (4)		
4. PERSONAL JOB ACCOMPLISHMENTS/INITIATIVE: Motivation, reliability, dependability, interest in work	Accomplished (4)		
5. LEADERSHIP: Sets example, provides direction, has vision	Accomplished (4)		

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Revised DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS AND OTHER EMPLOYEES WHO PERFORM SAFETY-SENSITIVE FUNCTIONS
Code	po4162
Status	
Adopted	November 19, 2007
Last Revised	August 12, 2019

4162 - DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS 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 illegal drug means drugs and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State, and local laws and regulations.
- B. 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.
- C. 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.
- D. The term safety-sensitive functions includes work-related functions or job tasks designated as such by the employer, which through the nature of the activity could be dangerous to the physical well-being of or jeopardize the security of the employee, co-workers, customers or the general public through a lapse in attention or judgment. ~~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.
- E. The term CDL license holder means all regular and substitute bus drivers, other staff members who may drive students in Board-owned vehicles or inspect, repair, and maintain Board-owned vehicles.
- F. 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 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 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 performs safety-sensitive functions, is tested for the presence of alcohol in 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)

~~[] 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 cause, c.) upon return to duty after any alcohol or drug rehabilitation, d.) after any post accident, e.) on a random basis, and f.) on a~~

~~follow-up basis.~~

[X] OPTION #2

The drug tests are to be conducted in accordance with Federal and State regulations a.) prior to employment, b.) for reasonable ~~suspicion~~cause, c.) upon return to duty after any alcohol or drug rehabilitation, d.) ~~after any post-accident, as defined below~~, 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:

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

2. **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 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. **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:

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 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 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:

(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.~~

(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~~ will qualify for the receipt of medical insurance benefits for treatment of alcohol or substance abuse, including follow-up care, to the extent that such benefits are provided for or offered in the Board's health insurance package. Voluntary disclosure of an alcohol or drug addiction by a staff member will not subject the staff member to disciplinary action unless such disclosure is made after the staff member is selected to be tested or immediately prior to the selection of staff members to be tested. Nothing herein shall prevent the Board from disciplining a staff member for misconduct associated with his/her alcohol and/or drug use regardless of whether the employee has disclosed 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 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~~prohibited drug~~, or while being under the influence of a controlled substance~~prohibited drug~~

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 his/her supervisor of 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 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 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~~the Americans With Disabilities Act (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 ~~have access to~~ any records relating to his/her use of drugs and alcohol, including any records pertaining to his/her drug and alcohol tests. A tested individual must provide ~~written authorization~~specific written consent before his/her test result can be provided to any other person except as required by law ~~a government agency specified in the applicable Federal regulations.~~

All tests shall be conducted in accordance with Federal testing guidelines and be performed by a laboratory that is Federally certified. ~~(i.e. testing procedures and devices used will be as set forth in 49 C.F.R. Part 40).~~

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)
- 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 District's procedures with respect to meeting these Federal regulations. The Board designates the **(X)** 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 **(X)** 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 49 C.F.R. 382, which is a Federal regulation that addresses 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 49 C.F.R. Part 382 be reported to the Commercial Driver's License Drug and Alcohol Clearinghouse
- M. indicating that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including alcohol, is prohibited on all school board property and at school-sponsored activities. Individuals are strictly prohibited from reporting to work or being on duty while under the influence of alcohol or a controlled substance.

These materials are to be distributed to each staff member upon being hired or transferred into a covered position thereafter. ~~A staff member who refuses to sign the requisite statement shall be prohibited from performing any safety-sensitive functions. Each staff member must sign a statement certifying receipt of these materials. 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 ~~employee~~ 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 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.

49 C.F.R. Part 382

34 C.F.R. Part 40

34 C.F.R. Part 84

49 C.F.R. 382.303(a) and (B)

O.A.C. 4123-17-58(A)(7).

Legal

49 C.F.R. Part 382

34 C.F.R. Part 40

34 C.F.R. Part 84

Book	Policy Manual
Section	Ready for Production February 2020
Title	Copy of STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY
Code	po7540.03
Status	
Adopted	November 19, 2007
Last Revised	September 9, 2019

7540.03 - **STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY**

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. The Board of Education provides Technology Resources (as defined in Bylaw 0100) to support the educational and professional needs of its students and staff. With respect to students, District Technology Resources afford them the opportunity to acquire the skills and knowledge to learn effectively and live productively in a digital world. The Board provides students with access to the Internet ~~for limited~~ educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students. The District's computer network and Internet system does not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose.

The Board regulates the use of District Technology Resources by principles consistent with applicable local, State, and Federal laws, the District's educational mission, and articulated expectations of student conduct as delineated in the Student Code of Conduct. This policy and the Student Code of Conduct govern students' use of District Technology Resources and students' personal communication devices when they are connected to the District computer network, Internet connection, and/or online educational services/apps, or when used while the student is on Board-owned property or at a Board-sponsored activity (see Policy 5136).

Users are required to refrain from actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like). Because its Technology Resources are not unlimited, the Board has also instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Users have no right or expectation to privacy when using District Technology Resources (including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity when using the District's computer network and/or Internet connection).

First, the Board may not be able to technologically limit access, through its Technology Resources, to only those services and resources that have been authorized for the purpose of instruction, study, and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, opens classrooms and students to electronic information resources that may not have been screened by educators for use by students of various ages.

Pursuant to Federal law, the Board has implemented technology protection measures that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Board or the Superintendent, the technology protection measures may be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of students to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using District Technology Resources, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any student who attempts to disable the technology protection measures will be subject to discipline.

The Superintendent or designee may temporarily or permanently unblock access to websites or online educational services/apps containing appropriate material, if access to such sites has been inappropriately blocked by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures.

Parents are advised that a determined user may be able to gain access to services and/or resources on the Internet that the Board has not authorized for educational purposes. In fact, it is impossible to guarantee students will not gain access through the Internet to information and communications that they and/or their parents may find inappropriate, offensive, objectionable or controversial. The board and pParents of minors are responsible for ~~for~~ setting and conveying the standards that their children should follow when using the Internet at school or for school purposes.

Pursuant to Federal law, students shall receive education about the following:

- A. safety and security while using e-mail, chat rooms, social media, and other forms of direct electronic communications
- B. the dangers inherent with the online disclosure of personally identifiable information
- C. the consequences of unauthorized access (e.g., "hacking", "harvesting", "digital piracy", "data mining", etc.), cyberbullying and other unlawful or inappropriate activities by students online, and

D. unauthorized disclosure, use, and dissemination of personally-identifiable information regarding minors

Staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above. Furthermore, staff members will monitor the online activities of students while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

Building principals are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy ~~and its accompanying guidelines~~. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of District Technology Resources. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social media, including in chat rooms and cyberbullying awareness and response. ~~All users of District Technology Resources (and their parents if they are minors) are required to sign a written agreement to abide by the terms and conditions of this policy.~~

Students will be assigned a school email account that they are required to utilize for all school-related electronic communications, including those to staff members, peers, and individuals and/or organizations outside the District with whom they are communicating for school-related projects and assignments. Further, as directed and authorized by their teachers, they shall use their school-assigned email account when signing-up/registering for access to various online educational services, including mobile applications/apps that will be utilized by the student for educational purposes.

Students are responsible for good behavior when using District Technology Resources – i.e., behavior comparable to that expected of students when they are in classrooms, school hallways, and other school premises and school-sponsored events. Communications on the Internet are often public in nature. General school rules for behavior and communication apply. The Board does not approve any use of its Technology Resources that is not authorized by or conducted strictly in compliance with this policy .

Users who disregard this policy may have their use privileges suspended or revoked, and disciplinary action taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of District Technology Resources that are not authorized by this policy.

The Board designates the Superintendent and/or designee as the administrators responsible for initiating, implementing, and enforcing this policy as it applies to students' use of District Technology Resources.

Revised 2/8/10
Revised 7/11/11
Revised 10/14/13
Revised 11/17/14
Revised 11/20/17

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Legal

P.L. 106-554, Children's Internet Protection Act of 2000
47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)
20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)
18 U.S.C. 1460
18 U.S.C. 2246
18 U.S.C. 2256
20 U.S.C. 6777, 9134 (2003)
47 C.F.R. 54.500 - 54.523

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WADSWORTH BOARD OF EDUCATION AND
WADSWORTH EDUCATION ASSOCIATION**

APRIL 10, 2020

WHEREAS, the School District Board of Education ("Board") and the Wadsworth Education Association ("Association") are parties to a collective bargaining agreement ("Master Agreement") dated July 1, 2017 – June 1, 2020 and a Tentative Bargaining Agreement (TA) dated July 1, 2020 – June 30, 2023 that is set for ratification during April 2020 and

WHEREAS, the parties are concerned about an epidemic/pandemic related to COVID- 19 that has necessitated the closing of the schools on a temporary or permanent basis for the remainder of the 2019-2020 school year and

WHEREAS, the Negotiated Agreement/TA does not include any language addressing the issue of school closing for student attendance as a result of a pandemic; and

WHEREAS, the Negotiated Agreement/TA does not include any language addressing online and/or distance learning across the school curriculum and school courses; and

WHEREAS, the Board and Association desire to set forth procedures concerning the closing of school buildings and to memorialize operational understandings in this situation.

NOW, THEREFORE, the Parties agree as follows:

1. The continued education of our students via web access, pursuant to Ohio Revised Code 3313.482 and recently enacted House Bill 197, from March 24, 2020 through the end of the current closure period, as determined by our Governor, or the last student day of the 2019-2020 school year (May 28, 2020), whichever comes first, will count toward the total number of instruction hours in a school year required by Ohio Revised Code and each scheduled work day (per the board approved 2019-2020 school calendar) will count as a work day.
2. The parties agree that if feedback from staff, students and/or parents on the effectiveness of the Alternative Learning Plan necessitates changes after the date of this MOU, the feedback may be utilized to help the parties construct and implement updates to the Alternative Learning Plan as deemed necessary.
3. While schools must be closed due to COVID-19, the administration may convene bargaining unit members in virtual or conference call meetings that are needed to meet the needs of the District in carrying out the Alternative Learning Plan. Whenever possible said meetings will be scheduled during the bargaining unit member work-day that is outlined in the Collective Bargaining Agreement between the parties.
4. Per the Director of Health's "Amended Order the Closure of all K-12 Schools in the State of Ohio on March 30, 2020," the "closure does not include administrators, teachers, staff, vendors or contractors of a school. The administration of each school shall determine the appropriate level of access to the school during the closure, while promoting healthy practices such as handwashing, disinfecting surfaces, and encouraging social distancing. Telework options should be explored and encouraged whenever feasible."

During the period of closure, all bargaining unit members are asked to work from home, unless an essential task cannot be completed from their home. If a bargaining unit member needs to access a building to complete an

essential task, he/she is asked contact his/her principal to gain approval to enter the building. The bargaining unit member needs to either take his/her temperature at home prior to arriving at the building or take it once he/she arrives at the building. Each principal has communicated with his/her bargaining unit members the location of the thermometer and blank log sheets. All other safety precautions outlined by the Governor, Director of Health or Medina County Health Department will be followed (e.g. social distancing).

5. Bargaining unit members will be available during normal work hours, as detailed in the guidelines for the web access plan referenced above. The plan can guidelines can be found by clicking [here](#).
6. If a technology-related problem (e.g. device not functioning correctly) occurs, bargaining unit members will notify our technology department to assist with fixing the problem.
7. Bargaining unit members will continue to follow Wadsworth City School District Board of Education Policy 7540.04, Staff Technology Acceptable Use and Safety. Bargaining unit members will not be responsible for technology related issues that they were not responsible for (e.g. pop-up images, presentations altered by students).
8. Bargaining unit members will not be responsible from an employee discipline standpoint for images caught on camera that originate from the technology platform of any student who is participating in any “live” online instruction. Bargaining unit members are still responsible for addressing the problem in real time as it is occurring (as he/she would in a typical classroom when an issue arises), reporting the said problems to their administrator, contacting parent/guardian(s), if necessary, and following the mandated reporting law.
9. If a bargaining unit member believes he/she will incur an increased cost(s) in the form of cellular phone data charges or home internet provider due to the implementation of online instruction and/or communication with students, families, and/or administrators, the bargaining unit member needs to contact the Superintendent to discuss the needs and gain approval before the Board will reimburse the employee for the increased cost of cellular phone data and/or home internet service charged by the providing company.
10. Bargaining unit members who are unable to be available during normal work hours will need to request paid or unpaid leave, as defined in the Negotiated Agreement. Bargaining unit members are asked to contact Gabe Tudor directly (330-803-7457 or gtudor@wadsworthschools.org) to request the paid leave, as he will work through the options with the member, including the paid leave offered through the Families First Coronavirus Response Act. Information about the federal Families First Coronavirus Response Act can be found on our [staff intranet](#).
11. Evaluations not completed prior to the Ohio Director of Health’s Order on March 14, 2020, are determined to be impossible or impracticable to complete pursuant to Chapter 3319 of the Ohio Revised Code for the 2019-2020 school year, with the exception of those where the only remaining components of the evaluation are the post-conference and exchange of paperwork. Evaluations falling into this category will be completed.
12. The parties acknowledge and agree that this Memorandum of Understanding is entered into for the limited purpose of addressing certain matters related to the impact on the District of the COVID-19 pandemic and related federal and state governmental guidance and orders on the 2019-2020 school year. Nothing herein or otherwise shall be interpreted or deemed to establish any precedent or practice applicable to any future school year beyond the 2019-2020 school year.

13. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Negotiated Agreement shall remain in full force and effect.
14. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the Parties' below identified representatives, having been duly authorized by their respective organization, enter into this Agreement on the date set forth above.

FOR THE ASSOCIATION:

By: _____

Date: _____
Association Co-President

By: _____

Date: _____
Association Co-President

FOR THE BOARD:

By: _____

Date: _____
Superintendent