

SECTION G: PERSONNEL

Section G of the EPS/NSBA policy classification system provides a repository for personnel policies. This section has three main subdivisions: subsection GB presents policy topics that pertain to all employees; subsection GC is for policies that pertain to professional personnel who must hold certification by the state to serve in their positions; subsection GD is for policies pertaining to support, or non-certificated, personnel.

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| GA | Personnel Policies Goals |
| GBA | Equal Opportunity Employment |
| GBB | Staff Involvement in Decision Making (Also ABB) |
| GBCA | Staff Conflict of Interest |
| GBCB | Staff Conduct |
| GBCC | Staff Dress and Grooming |
| GBD | Governing Board-Staff Communications (Also BG) |
| GBE | Staff Health and Safety |
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| GBG | Staff Participation in Political Activities |
| GBH | Staff-Student Relations (Also JM) |
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| GBN | Extended Group Health Coverage |
| GBO-R | Verification of Employment Eligibility |
| GBP | Drug Free Workplace |
| GBQ | Criminal Record Check |
| GBR | Family Medical Leave Act |
| GBR-R | Family Medical Leave Act |
| GBRA | Family Medical Leave Act Expansion |
| GBRA-R | Family Medical Leave Act Expansion |
| GBRAA | Emergency Paid Sick Leave |
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| GBS | Health Insurance Portability And Accountability (HIPAA) |
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| GCA | Professional Staff Positions |
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| GCBA | Professional Staff Salary Schedules |
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| GCBB | Professional Staff Supplementary Pay Plans |
| GCBC | Professional Staff Fringe Benefits |
| GCBCA | Professional Staff Group Health Insurance |
| GCBCB | Professional Staff Group Life Insurance |
| GCBD | Professional Staff Leaves and Absences |

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| GCBDA | Professional Staff Personal Leave |
| GCBDB | Professional Staff Sick and Pregnancy Leave |
| GCBDC | Professional Staff Jury Duty |
| GCBE | Professional Staff Vacations and Holidays |
| GCC | Professional Staff Recruiting |
| GCD | Professional Staff Hiring |
| | |
| GCE | Part-time and Substitute Professional Staff Employment |
| GCF | Substitute Professional Staff Compensation |
| GCI | Professional Staff Assignments and Transfers |
| GCJ | Professional Staff Time Schedules |
| GCL | Professional Staff Development Opportunities |
| GCN-1 | Evaluation of Professional Staff (Teachers) (Also AFC-1) |
| GCN-2 | Evaluation of Professional Staff (Administrators) (Also AFC-2) |
| GCN-3 | Professional Enhancement Program (Also AFC-3) |
| GCPA | Reduction in Professional Staff Work Force (policy) |
| GCPA-R | Reduction in Professional Staff Work Force (regulation) |
| GCPB | Resignation of Professional Staff Members |
| GCPCA-R | Professional Staff Retirement Severance Pay |
| GCPD | Suspension and Termination of Professional Staff Members |
| GCQAB | Professional Staff Tutoring for Pay |
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| GDA | Support Staff Positions |
| GDB | Support Staff Contracts and Compensation Plans |
| GDBA | Support Staff Salary Schedules |
| GDBC | Support Staff Fringe Benefits |
| GDBCA | Support Staff Group Health Insurance |
| GDBCB | Support Staff Group Life Insurance |
| GDBD | Support Staff Leaves and Absences |
| GDBDA | Support Staff Personal Leave |
| GDBDB | Support Staff Sick and Pregnancy Leave |
| GDBDC | Support Staff Jury Duty |
| GDBE | Support Staff Vacations and Holidays |
| GDC/GDCA/GDD | Support Staff Recruiting/Posting of Vacancies/Hiring |
| GDE | Part-time, Temporary and Substitute Support Staff Employment |
| GDF | Support Staff Orientation |
| GDI | Support Staff Assignments and Transfers |
| GDJ | Support Staff Time Schedules |
| GDL | Support Staff Development Opportunities |
| GDN-R | Evaluation of Support Staff (Also AFD-R) |
| GDPA | Job Abolishment of Non-Teaching Staff Positions |
| GDPB | Resignation of Support Staff Members |
| GDPCA | Support Staff Severance Pay |
| GDPCA-R | Support Staff Retirement Severance Pay |
| GDPD | Suspension, Demotion and Termination of Support Staff Members |

PERSONNEL POLICIES GOALS

The personnel employed by the Educational Service Center are a very important resource for effectively conducting a quality educational program. The Educational Service Center's program will function best when it employs properly certified, licensed, registered personnel, conducts appropriate staff development activities, establishes policies and working conditions which are conducive to high morale and enable each staff member to make the fullest contribution to Educational Service Center programs and services.

The goals of the Educational Service Center's personnel program will include the following:

1. to develop and implement those strategies and procedures for personnel recruitment, screening and selection which will result in employing the best available candidates: those with the highest capabilities, strongest commitment to quality education and greatest probability of effectively implementing the Educational Service Center's educational program;
2. to develop a general assignment strategy which makes the greatest contribution to the educational program, and to use it as the primary basis for determining staff assignments;
3. to provide positive programs of staff development designed to contribute both to improvement of the educational program and to each staff member's career development aspirations;
4. to provide for a genuine team approach to education, including staff involvement in planning, decision making and evaluation;
5. to develop and use for personnel evaluation positive processes which contribute to the improvement of staff capabilities and assist in making employment decisions and
6. to encourage all employees to be cognizant of their roles in instilling ethical principles and democratic ideals in all Educational Service Center students.

[Adoption Date: 5/28/96]

[Amended Date: 4/27/21]

LEGAL REF.: ORC 124.11

3313.602

3319.01; 3319.02; 3319.081; 3319.11; 3319.111; 3319.221

CROSS REF.: GBB (Also ABB) – Staff involvement in Decision Making

EQUAL OPPORTUNITY EMPLOYMENT

The Educational Service Center will provide equal opportunities for recruitment, selection, promotion, evaluation or retention of employees or volunteers regardless of race, ethnicity, age, color, religion, sex, national origin, sexual orientation, or disability.

This Governing Board encourages all personnel to assist in the accomplishment of this goal through their personal commitment to the concept of equal opportunity for all personnel regardless of race, color, creed, national origin, citizenship status, political affiliation, age, sex, handicap/disability, or other human differences.

[Adoption Date: 5/28/96]

[Amended Date: 4/27/07]

[Amended Date: 7/19/11]

LEGAL REFS.: Civil Rights Act of 1964, Title VI; 42 USC 2000d
Executive Order 11246, as amended by Executive Order 11375
Equal Employment Opportunity Act of 1972, Title VII; 42 USC 2000e
Education Amendments of 1972, Title IX; 20 USC 1681
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.
Rehabilitation Act 29 USC 794
Age Discrimination in Employment Act 29 USC 623
Immigration Reform and Control Act 8 USC 1324a et seq.
Americans with Disabilities Act of 2008; 42 USC 12101 et seq.
ORC Chapter 4112.02

CROSS REFS.: AC, Nondiscrimination/Harassment
ACA, Nondiscrimination on the Basis of Sex
ACAA, Sexual Harassment
ACB, Nondiscrimination on the Basis of Disability

STAFF INVOLVEMENT IN DECISION MAKING

The Educational Service Center involves the efforts of many people and functions best when all personnel are informed of the Educational Service Center's major activities and concerns.

There should be an exchange of ideas and pertinent information among all elements of the Educational Service Center. Morale is enhanced when employees are assured that their voices are willingly heard by those in positions of authority.

All employees of the Educational Service Center will have opportunities to bring their ideas or concerns to the Superintendent's Advisory Committee. It is expected that they will proceed through the recognized administrative channels; however, final authority for all decisions rests with the Governing Board.

[Adoption Date: 5/28/96]

CROSS REFS.: BF, Policy Development
CCB, Line and Staff Relations
CD, Management Team
CE, Administrative Councils, Cabinets and Committees
DBD, Budget Planning
IF, Curriculum Development

STAFF CONFLICT OF INTEREST

Employees of the Educational Service Center shall not engage in, nor have a financial interest in, any activity which conflicts with their duties and responsibilities in the school system.

Employees shall not engage in work of any type in which information concerning customer, client or employer originates from any information available to them through school sources.

Employees shall not sell textbooks, instructional supplies, equipment, reference books or any other school products to the schools served by the Educational Service Center. They will not furnish the names of students or parents to anyone selling these materials.

In order that there will be no conflict of interest in the supervision and evaluation of employees, at no time shall any administrator responsible for the supervision and/or evaluation of an employee be directly related to that employee.

Employees must not use their influence or authority to secure authorization of a public contract including an employment contract, for a family member.

Family members, for purposes of the Ethics Law are: husband or wife, child or grandchild, parent or foster caregiver, brother or sister, step-child or step-parent, or any other person related to the employee by blood or marriage who lives in the employee's household.

[Adoption Date: 5/28/96]

[Amended Date: 12/16/08]

[Amended Date: 7/21/09]

LEGAL REFS.: ORC 2921.42
3313.811
3319.21
3329.10
4117.20

STAFF CONDUCT

All staff members have a responsibility to make themselves familiar with, and to abide by, the laws of the State of Ohio, the policies of the Governing Board and the administrative regulations designed to implement them. All educators also are required to comply with the Licensure Code of Professional Conduct for Ohio Educators.

The Governing Board expects staff members to conduct themselves in a manner which not only reflects credit to the Educational Service Center, but also presents a model worthy of emulation by students. Unless otherwise permitted by law, staff members are not permitted to bring a deadly weapon or dangerous ordnance into a school safety zone.

All staff members will be expected to carry out their assigned responsibilities with conscientious concern. Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities which will be required of all personnel:

1. faithfulness and promptness in attendance at work;
2. support and enforcement of policies of the Governing Board and regulations of the Educational Service Center.
3. diligence in submitting required reports promptly at the times specified;
4. care and protection of Educational Service Center property and
5. concern and attention toward their own and the Educational Service Center's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

[Adoption Date: 5/28/96]

[Amended Date: 12/21/04]

[Amended Date: 12/16/08]

[Amended Date: 7/21/09]

[Amended Date: 2/22/11]

[Amended Date: 5/19/2020]

LEGAL REFS.: Gun-Free Schools Act; 20 USC 8921
ORC 124.34
2923.1212; 2923.122
3319.081; 3319.16; 3319.31; 3319.311; 3319.36
OAC Chapter 3301-73

CROSS REFS.: GBCA, Staff Conflict of Interest
GBCC, Staff Dress and Grooming
GBH, Staff-Student Relations (Also JM)
JFC, Student Conduct (Zero Tolerance)
JHF, Student Safety
KGB, Public Conduct on Educational Service Center Property

STAFF DRESS AND GROOMING

Staff dress and grooming should enhance a positive image of the Wood County ESC and not disrupt the educational process, interfere with the maintenance of a positive teaching/learning climate or compromise reasonable standards of health, safety and decency.

The Governing Board retains the authority to specify the following dress and grooming guidelines for staff. In addition to the dress requirements expected of students (JFCA-R), all staff members will, when assigned to District duty, including extracurricular activities:

- a. be physically clean, neat and well-groomed
- b. dress in a manner reflecting their professional assignment and
- c. dress in a fashion that is commonly accepted in this community.

[Adoption date: 1/31/06]

LEGAL REF.: ORC 3313.20

CROSS REFS.: Professional Staff Handbook
Support Staff Handbook

GOVERNING BOARD-STAFF COMMUNICATIONS

The Governing Board wishes to maintain open channels of communication with the staff. The basic line of communication will be through the Superintendent.

Staff Communications to the Governing Board

All communications to the Governing Board or any of its subcommittees from staff members will be submitted through the Superintendent. Staff members are also reminded that Governing Board meetings are public meetings and that they provide an excellent opportunity to observe, firsthand, the Board's deliberations.

Governing Board Communications to Staff

All official communications, policies and directives of staff interest and concern will be communicated to staff members through the Superintendent. The Superintendent will develop appropriate methods to keep staff members fully informed of the Governing Board's problems, concerns and actions.

Board members must recognize that their presence in school buildings could be subject to a variety of interpretations by school employees. If a visit to a school or classroom is being made for other than general interest (i.e., for a specific or official purpose), Board members shall inform the Superintendent of such visits and make arrangements for visitations through the Director. Board members will indicate to the Director the reason(s) for the visit. Official visits by Board members are carried out only under Board authorization.

[Adoption Date: 5/28/96]

[Amended Date: 7/24/01]

LEGAL REF.: ORC 3313.20

CROSS REF.: GBM, Staff Complaints and Grievances

STAFF HEALTH AND SAFETY

Through its overall safety program and various policies pertaining to school personnel, the Governing Board will try to ensure the safety of employees during their working hours and assist them in the maintenance of good health.

All employees are expected to observe commonly recognized practices which promote the health and safety of school personnel. Employees are expected to have TB tests in compliance with law.

School employees who are required by State or Federal law to have respiratory protection will be required to have two physical examinations. The first examination must take place prior to the individual's wearing a respirator. The second examination must take place after the individual's exposure to any hazardous material (within 30 days, if it is a one-time exposure, and at least annually, if it is ongoing exposure).

The Governing Board may require an individual examination of an employee whenever, in its judgment, it is necessary to protect the health and safety of students, teachers or other employees. Whenever the Board requires an employee to submit to a physical examination other than those required by law, the Board will assume the cost of the examination. All health examinations required of employees will be made by one of the physicians approved for this purpose by the Governing Board.

Any genetic information acquired as a result of individual examinations will be handled in accordance with Federal law.

Workers' Compensation

In case of injury while pursuing duties in keeping with the employee's contract, the employee may be eligible for payment of medical expenses under the Workers' Compensation Act of Ohio.

Any employee who is so injured should immediately report such injury to the Superintendent and request the necessary forms to make application for payment under this Act.

The Ohio Bureau of Workers' Compensation administers Ohio's insurance system for employees who are injured on the job or who contract a disease through their occupation. In cases of death suffered in the course of, and arising out of employment, BWC pays benefits to employees' dependents. The Governing Board, as public-sector employer, participates in this program by paying premiums which are directly related to the number of employee on-the-job injuries.

An employee who sustains on-the-job injury may file a claim with the BWC in order to receive compensation and benefits or apply for the use of accrued sick leave. Should the employee file a claim with the BWC, he/she may apply for the use of accrued sick leave or an unpaid leave of absence until such time that the claim is approved.

During the employee's leave of absence as a result of an on-the-job injury, he/she will simultaneously be placed on leave under the Family and Medical Leave Act in accordance with Governing Board policy.

1. Salary Continuation

- A. The Governing Board recognizes that workers who are injured on the job are in need of support and that, in certain instances, it would be in the best interests of the employee and the Governing Board to continue an injured worker on the payroll. Therefore, the Governing Board authorizes the Superintendent at his/her discretion to continue to pay an employee who sustains an on-the-job injury and files a claim with the BWC for compensation and benefits.
- B. An employee may remain whole in regular compensation and benefits, with the exclusion of accruing vacation and sick leave after the claim has been approved. An employee continues to receive holiday pay while on salary continuation. During the period of salary continuation, any and all applicable BWC regulations shall remain in place. The Board's representative will notify the BWC that "wages are being received in lieu of BWC compensation."
- C. The employer must notify BWC when the payment of Salary Continuation is discontinued and/or when the injured worker returns to work.

2. Chemical Testing

The injured employee may be requested to undergo chemical testing, as established by law and administrative regulation. The employee must prove that the injury was not proximately caused by the employee being intoxicated or under the influence of a controlled substance not prescribed by the employee's physician. The results of, or the employee's refusal to submit to, any of the requested chemical tests may affect the employee's eligibility to receive worker's compensation benefits.

[Adoption Date: 5/28/96]
[Amended Date: 5/30/00]
[Amended Date: 7/19/05]
[Amended Date: 2/28/06]
[Amended Date: 10/24/06]
[Amended Date: 7/19/11]

LEGAL REFS.: Asbestos School Hazard Abatement Act; 20 USC 4011 et seq.
Asbestos Hazard Emergency Response Act; 15 USC 2641 et seq.
Comprehensive Environmental Response, Compensation and Liability Act;
42 USC 9601 et seq.
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.
ORC 3313.643; 3313.71; 3313.711
3327.10
4113.23
4123.01 et seq.
4123.35
4123.54

CROSS REFS.: EB, Safety Program
EBBC, Bloodborne Pathogens
GBCB, Staff Conduct
GBP, Drug-Free Workplace
GBQ, Criminal Record Check
GCBC, Professional Staff Fringe Benefits
GDBC, Support Staff Fringe Benefits

**WOOD COUNTY EDUCATIONAL SERVICE CENTER
SALARY CONTINUATION OPTION FORM**

Employee Name: _____

Date of Injury: _____

The purpose of this document is to notify any eligible employee who sustains a compensable workers' compensation injury of their right to elect to use Salary Continuation in lieu of applying for Bureau of Workers' Compensation disability (Temporary Total compensation) benefits.

Salary Continuation can be used when there is an industrial injury.

The injured worker can, however, notify the employer of an election to stop using Salary Continuation at a future date. The worker then files a request to the BWC for Temporary Total compensation accompanied by a statement from the employer as to the last day wage continuation is paid.

To qualify for the Temporary Total compensation from the Bureau of Workers' Compensation *Your injury must cause more than seven calendar days of disability.*

Wood County Educational Service Center
Employer

Signature

Title

| <u>OPTION 1</u> | <u>OPTION 2</u> |
|---|---|
| I acknowledge the above and elect to receive Salary Continuation in lieu of compensation from Bureau of Workers' Compensation. I also understand compensation can be elected for a period subsequent to Salary Continuation benefits but may not overlap. | I acknowledge the above and elect to receive Temporary Total Compensation from the Bureau of Workers' Compensation for which I may be eligible. |
| _____ Employee's Signature | _____ Employee's Signature |
| _____ Date | _____ Date |

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

Employees of the Educational Service Center have the same fundamental civic responsibilities and privileges as other citizens. Among these are campaigning for an elective public office and holding an elective or appointive public office.

The terms and conditions under which the employee may continue employment as he seeks or holds such office will be determined in compliance with law.

In connection with campaigning, no employee will use Educational Service Center time, moneys, facilities, equipment or supplies nor will the employee discuss the campaign with Educational Service Center personnel, school personnel or students during the working day.

[Adoption Date: 5/28/96]

LEGAL REFS.: ORC 124.57
Intergovernmental Personnel Act of 1970, Pub. L. No. 95-454, § 4728 (1970)

STAFF-STUDENT RELATIONS

The relationship between the Educational Service Center's staff and students must be one of cooperation, understanding and mutual respect. Staff members have a responsibility to provide an atmosphere conducive to learning and to motivate each student to perform to his/her capacity.

Staff members should strive to secure individual and group discipline, and should be treated with respect by students at all times. By the same token, staff members should extend to students the same respect and courtesy that they, as staff members, have a right to demand.

Although it is desired that staff members have a sincere interest in students as individuals, partiality and the appearance of impropriety must be avoided. Excessive informal and/or social involvement with individual students is prohibited. Such conduct is not compatible with professional ethics and, as such, will not be tolerated.

Staff members are expected to use good judgment in their relationships with students both inside and outside of the school context including, but not limited to, the following guidelines.

1. Staff members shall not make deprecatory comments to students regarding the school and/or its staff.
2. The exchange of purchased gifts between staff members and students are discouraged.
3. Staff-sponsored parties at which students are in attendance, unless they are a part of the school's extracurricular program and are properly supervised, are prohibited.
4. Staff members shall not fraternize, written or verbally, with students except on matters that pertain to school-related issues.
5. Staff members shall not associate with students at any time in any situation or activity which could be considered sexually suggestive or involve the presence or use of tobacco, alcohol or drugs.
6. Soliciting, encouraging, engaging, or consummating an inappropriate relationship with any student, minor, or individual who was a student the preceding 12 months.
7. Staff members shall not use disparaging remarks, insults or sarcasm against students under any circumstances.
8. Staff members shall maintain appropriate professional, emotional and social boundaries in a reasonable standard of care for the supervision, control and protection of students commensurate with their assigned duties and responsibilities.
9. Staff members shall not send students on personal errands.
10. Staff members shall, pursuant to law and board policy, immediately report any suspected signs of child abuse or neglect.

11. Staff members shall not attempt to counsel, assess, diagnose or treat a student's personal problem relating to sexual behavior, substance abuse, mental or physical health and/or family relationships but, instead, should refer the student to the appropriate individual or agency for assistance.
12. Staff members shall not willingly or knowingly violate any student confidentiality required by Federal or State law.
13. Staff members shall not groom a student or minor for the purpose of establishing an inappropriate emotional, romantic or sexual relationship.

Social Networking Web Sites

1. Educational Service Center staff who have a presence on social networking web sites are prohibited from posting data, documents, photographs or inappropriate information on any web site that might result in a disruption of classroom activity. The superintendent or designee has full discretion in determining when a disruption of classroom activity has occurred.
2. Educational Service Center staff is prohibited from providing personal social networking web site passwords to students.
3. Fraternalization between Educational Service Center staff and students via the Internet, personal e-mail accounts, personal social networking web sites and other modes of virtual technology is also prohibited.
4. Access of personal social networking web sites for non-educational purposes, during work hours is prohibited.

Violation of the prohibitions listed above may result in staff and/or student discipline in accordance with State law, Governing Board policies and regulations, the Staff and Student Codes of Conduct and handbooks. Violations by staff also may be reported to the Ohio Department of Education for further investigation. Nothing in this policy prohibits Educational Service Center staff and students from the use of education web sites and/or use of social networking websites created for curricular, co-curricular or extracurricular purposes.

[Adoption Date: 7/24/01]

[Amended Date: 7/21/09]

[Amended Date: 2/22/11]

[Amended Date: 5/19/2020]

LEGAL REFS.: ORC 3313.20; 3319.31; 3319.311
OAC Chapter 3301-73

CROSS REFS.: GBCA, Staff Conflict of Interest
GBCB, Staff Conduct
GBI, Staff Gifts and Solicitations
JHG, Reporting Child Abuse
JL, Student Gifts and Solicitations
KBA, Public's Right to Know

STAFF GIFTS AND SOLICITATIONS

Gifts

The Governing Board authorizes the expenditure of public funds to purchase meals, refreshments and favors for employees and Board members in the completion of their responsibilities. The Board believes that such expenditures are necessary, on occasion, to further a public purpose in the general operation of the Wood County Educational Service Center. Such public purpose includes, but may not be limited to, employee development activities, employee recognition activities and certain routine meetings that may be enhanced by such amenities.

Such expenditures shall be consistent with the Governing Board's purchasing policy and within the appropriation limits established by the Governing Board.

Travel Vendor Compensation

Any compensation paid by a private travel vendor to a District official or employee, after the official or employee has participated in selecting the vendor to provide a field trip, is considered "public money" and must be returned to the District.

All travel arrangements must be in compliance with District field trip regulations and approved by the Superintendent or his/her designee.

[Adoption Date: 2/22/00]

[Amended Date: 7/24/01]

LEGAL REFS.: ORC 117.10
3313.81; 3313.811
3315.15
3329.10

CROSS REFS.: IICA, Field Trips
JL, Student Gifts and Solicitations

SMOKING ON EDUCATIONAL SERVICE CENTER PROPERTY
BY STAFF MEMBERS

The Governing Board is dedicated to providing a healthy, comfortable and productive environment for its staff, students and citizens. Health professionals have determined that smoking poses health hazards not only for the smoker, but for the nonsmoker as well. Smoking is defined by State Law as inhaling, exhaling, burning, or carrying any lighted or heated tobacco product or plant product intended for inhalation in any manner or in any form. Smoking also includes the use of an electronic smoking device and vapor products.

Recognizing these health issues, the Governing Board prohibits smoking as defined by State law in all Educational Service Center-owned, leased or contracted buildings.

The Board directs the Superintendent to educate all staff members concerning the mandate of this policy, as well as implementing, as appropriate, educational programming concerning smoking and, if needed, resources available to those who wish to discontinue their smoking habit.

A notice to this effect is posted at the entrance of the Educational Service Center building.

[Adoption date: 12/21/04]

[Amended Date: 4/16/14]

[Amended Date: 11/26/19]

[Amended Date:11/23/2021]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
Goals 2000: Educate America Act; 20 USC 6081-6084
ORC 3313.20
3794.01; 3794.02; 3794.04; 3794.06
OAC 3301-35-02; 3301-35-05

CROSS REFS.: JFCG, Tobacco Use by Students
KGC, Smoking on Educational Service Center Property

PERSONNEL RECORDS

The Superintendent will develop and implement a comprehensive and efficient system of personnel records. The following guidelines govern such records:

1. Personnel files will contain records and information relative to compensation, payroll deductions, evaluations and such information as may be required by the State or federal law or considered pertinent by the Superintendent. Anonymous material or material from an unidentified source will not be placed in a staff member's file.
2. A personnel file for each employee will be accurately maintained in the Educational Service Center office in accordance with administrative regulations incorporating the requirements set forth under the Ohio Privacy Act for the protection of employees.
3. State law requires that all public records be promptly prepared and made available for inspection to any member of the general public at all reasonable times during regular business hours. Upon request, the person responsible for maintenance of the public records is required to make copies available at cost, within a reasonable period of time.
4. The public will have access to all records in the personnel file with the following exceptions:
 - A. medical records
 - B. records pertaining to adoption, probation or parole proceedings
 - C. trial preparation records
 - D. confidential law enforcement investigatory records
 - E. records of the release which is prohibited by State or federal law
 - F. social security number

* Additional exceptions are listed in Ohio Revised Code Section 149.43
5. The District is required to keep reports of investigations of employee misconduct in the employee's personnel file, unless *the State Superintendent of Public Instruction or his/her designee* determines that the report does not warrant taking action against the employee.

If the State Superintendent of Public Instruction or his/her designee determines no action is warranted, the investigation report must be moved from the employee's personnel file to a separate public file.

6. Each employee will have the right to review the contents of his own personnel file, by contacting the Executive Secretary of the ESC. Exceptions to this shall include medical, psychiatric or psychological information determined by a physician, psychiatrist or psychologist to be likely to have an adverse affect upon the employee. A log of each review will be maintained.
7. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of the employee's personnel file after the appeal procedure outlined in the Ohio Revised Code. The appeal procedure permits any employee who disputes the accuracy, relevance, timeliness or completeness of information maintained in his file to compel the Educational Service Center to investigate the current status of the information.
8. Personnel records should be reviewed only within the confines of the Superintendent's office.

[Adoption Date: 5/28/96]
[Amended Date: 10/23/07]
[Amended Date: 7/21/09]
[Amended Date: 7/19/11]
[Amended Date:11/23/2021]

LEGAL REFS.: Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.
ORC 9.01; 9.35
111.41; 111.42; 111.43; 111.46; 111.47; 111.99;
149.011; 149.41; 149.43
1347.01 et seq.
3317.061
3319.311; 3319.314; 3319.318
4113.23
OAC 3301-35-03(A)(10)

CROSS REF.: EHA, Data and Records Retention
KBA, Public's Right to Know

STAFF COMPLAINTS AND GRIEVANCES

It is the policy of the Governing Board to develop and practice reasonable and effective means of resolving difficulties which may arise among employees, to reduce potential areas of grievances, and to establish and maintain recognized two-way channels of communication between employees.

The Governing Board intends, in this grievance policy, to expedite the process for all parties concerned. The policy, therefore, is designed to secure proper and equitable solutions to grievances at the lowest appropriate level, and to facilitate an orderly succession of procedures within which solutions may be pursued.

For purposes of this policy, the terms herein shall have the following listed definitions:

- a. Grievance: A grievance is an alleged violation of, or any unresolved problem concerning, application or interpretation of state laws or regulations; the policies, rules, or regulations of the Governing Board; or written administrative procedures.
- b. Problem: A problem is a complaint relating to the conditions or circumstances under which an employee works. A problem may become a grievance if it is a violation of a written policy, rule, or regulation of the Governing Board.
- c. Conferee: A conferee is a fellow employee, department head, supervisor, administrator, or legal counsel.
- d. Grievant: A grievant may be one or more employees of the Educational Service Center.
- e. A day: A day is any day for which the grievant is contracted to work.

Alleged grievances should be discussed in private, informal conference with the grievant's immediate supervisor or administrator and without conferees. At least two such private meetings should take place between the parties before the grievance procedure is invoked.

The time limits provided for in this policy may be extended by mutual written agreement of the parties. Any decision not appealed within the limits from one level to the next level in the grievance policy shall be considered settled on the basis of the last decision and not subject to further appeal.

Level One

Within ten days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his grievance in writing to the administrator with immediate administrative responsibilities for the position to which the complainant is assigned.

This statement shall be a clear, concise statement of the grievance, and the policy or law for which there is an alleged violation, the circumstances on which the grievance is based, the person(s) involved, the decision rendered at the private conference, and the remedy sought.

Copies of this statement may be sent to the conferees.

Within ten days, the administrator shall communicate his decision to the employee in writing.

Level Two

In the event the employee is not satisfied with the decision in Level One, he may appeal the decision in writing, within ten days after receiving it, to the Director of the department to which the employee is assigned. This written statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal on the decision.

The responding Director shall communicate the decision to the grievant within ten days. Either party in the appeal may request a personal conference within the above time limits. If the decision has not been rendered within the time limits, the grievant may appeal to the next level.

Level Three

Within ten days after receiving the decision of the Director in Level Two, the grievant may, on his own, or with his conferee, appeal the decision of Level Two to the Superintendent. The appeal shall be in writing and shall be accompanied by a copy of the decisions of Level One and Level Two.

Within five days after the delivery of the appeal, the Superintendent shall investigate the grievance giving all persons who participated in Levels One and Two a reasonable opportunity to be heard.

Within ten days after the delivery of the appeal, the Superintendent shall submit his decision in writing, together with supporting reasons, to the grievant and the administrators involved.

Level Four

Within ten days after receiving the decision of the Superintendent, the grievant may, on his own or through a conferee, appeal the decision in writing to the Governing Board. The Board shall schedule the matter for a hearing at an executive session to be held at the next regularly scheduled Governing Board meeting. The grievant and/or his conferee shall be present at this hearing.

Within thirty days following the hearing, the Governing Board shall submit its decision in writing, together with supporting reasons, to the grievant. A copy shall be furnished the administrator(s) involved and the Superintendent. The decision of the Governing Board is final.

[Adoption Date: 5/28/96]

LEGAL REFS.: ORC 4117.09; 4117.10

CROSS REF.: GB, General Personnel Policies

EXTENDED GROUP HEALTH COVERAGE

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) provides for certain employees of the Educational Service Center and their dependents to be allowed to purchase extended group health insurance coverage for a limited period of time following their cessation of employment with the Educational Service Center. The insurance policy shall state the Governing Board's policy and procedures concerning the compliance with, and implementation of, the law. As a part of this compliance the Governing Board will contract with a plan administrator who will coordinate the program and provide the notices which are necessary.

1. Initial Notices

- A. The plan administrator must give a written notice describing the new extended coverage rights to all employees and spouses covered by the group health insurance plan at the time the new requirements become effective.
- B. The plan administrator must give a written notice describing extended coverage rights to each newly covered employee and spouse at the time their group health plan coverage begins. If a covered employee marries following the effective date of this policy, it is the employee's responsibility to inform the Governing Board. The Board will inform the plan administrator, who will then be responsible for providing the new spouse with the proper notice.

2. Notices Related to Event Triggering Continuation Coverage and Election by Beneficiaries

- A. Governing Board is responsible for notifying the plan administrator, within 30 days, of the death, separation of employment or reduction of hours (leading to less coverage) of an employee and of an employee's entitlement to Medicare benefits.
- B. The employee or beneficiary is responsible for notifying the plan administrator of the divorce or legal separation of the employee and spouse and of the termination of eligibility of a dependent child.
- C. The plan administrator must notify the affected employee and dependents of their extended coverage rights within 14 days after the plan administrator is notified of the event which could lead to loss of coverage.
- D. The employee or dependent will be given a period of 60 days after this notice is given in order to elect the extended coverage and to present payment of any applicable premium costs back to the cessation of coverage.

3. Employees' and Dependents' Rights Upon Loss of Coverage

- A. The extended coverage offered to eligible employees and their dependents is the same coverage as that provided under the current group plan to "similarly situated" individuals who remain eligible for regular (i.e., non-extended) coverage.
- B. If an employee incurs a termination of employment, whether voluntary or involuntary (other than for "gross misconduct"), or a reduction of hours which results in loss of coverage, he will be offered the extended coverage (including extended coverage for dependents who would otherwise lose existing coverage) for up to 18 months.
- C. If an employee's spouse or children who are covered as dependents under the group health plan would lose coverage because of the death of the employee, divorce, legal separation or the employee's becoming eligible for Medicare, the spouse and children will be offered the extended coverage for up to 36 months.
- D. If an employee's dependent child who is covered by the group health plan ceases to be a dependent child under the terms of the plan and thereby loses coverage, the child must be offered extended coverage for up to 36 months.

4. Early Retirement of Coverage

Extended coverage elected by an eligible employee or dependent will be terminated before the expiration of the relevant 18- or 36-month period if the covered individual:

- A. becomes covered by another employer-sponsored group health plan as a result of employment, re-employment or remarriage;
- B. becomes covered by Medicare or
- C. fails to pay for the coverage.

5. Cost of Coverage to the Employee and/or Dependents

- A. Eligible individuals who elect extended coverage will be charged 102% of the cost of the extended coverage plus an administrative fee. The cost of the extended coverage is the cost for the same period of coverage for similarly situated employees or dependents who remain eligible for regular coverage.
- B. The health care coverage to which this policy applies includes major medical, hospitalization, surgical and dental insurance but does not include life insurance.

[Adoption Date: 5/28/96]

LEGAL REF.: Consolidated Omnibus Budget Reconciliation Act of 1986; Pub. L. No. 99-272
(1986)

VERIFICATION OF EMPLOYMENT ELIGIBILITY

In order to comply with Federal law, the following verification of employment eligibility procedures will apply:

Completion of Form I-9

The Superintendent or his designee will require persons employed to complete Form I-9 within three business days of the date of employment. If an individual is employed for less than three days, the form must be completed before the end of the employee's first working day.

The following individuals do not need to complete Form I-9:

1. persons hired before November 7, 1986;
2. persons hired after November 6, 1986, who left your employment before June 1, 1987;
3. persons who provide labor to the District and who are employed by a contractor providing contract services and
4. persons who are independent contractors.

The Superintendent or his designee is also responsible for reverifying employment eligibility of employees whose employment eligibility documents carry an expiration date.

Acceptable Documents for Verifying Employment Eligibility

All employees hired after November 6, 1986 will need to provide a document or documents which establish identity and employment eligibility. The following lists identify acceptable documents:

LIST A

Documents Which Establish Identity and Employment Eligibility

1. United States passport
2. Certificate of United States Citizenship (INS Form N-560 or N-561)
3. Certificate of Naturalization (INS Form N-550 or N-570)
4. Unexpired foreign passport which:
 - A. contains an unexpired stamp which reads "Processed for I-551. Temporary Evidence of Lawful Admission for permanent residence. Valid until __. Employment authorized" or
 - B. has attached thereto Form I-94 bearing the same name as the passport and contains an employment authorization stamp, provided that the period of endorsement has not expired and the proposed employment is not in conflict with any restrictions or limitations identified on Form I-94.
5. Alien Registration Receipt Card (INS Form I-151) or Resident Alien Card (INS Form I-551), provided that it contains a photograph of the bearer
6. Temporary Resident Card (INS Form I-688A)
7. Employment Authorization Card (INS Form I-688A)

LIST B

Documents Which Establish Identity

1. For individuals 16 years of age or older:
 - A. State-issued driver's license or State-issued identification card containing a photograph.
If the driver's license or identification card does not contain a photograph, identifying information should be included, such as name, date of birth, sex, height, color of eyes and address.
 - B. School identification card with a photograph
 - C. Voter's registration card
 - D. United States military card or draft record
 - E. Identification card issued by Federal, State or local government agencies
 - F. Military dependent's identification card
 - G. Native American tribal documents
 - H. United States Coast Guard Merchant Mariner card
 - I. Driver's license issued by a Canadian government authority

2. For individuals under age 16 who are unable to produce one of the documents listed above:
 - A. School record or report card
 - B. Clinic doctor or hospital record
 - C. Day-care or nursery school record

LIST C

Documents Which Establish Eligibility:

1. Social Security number card, other than one which has printed on its face "not valid for employment purposes"
Note: This must be a card issued by the Social Security Administration;
a facsimile (such as a metal or plastic reproduction) is not acceptable.
2. An original or certified copy of a birth certificate issued by a State, county or municipal authority bearing an official seal
3. Unexpired INS employment authorization
4. Unexpired re-entry permit (INS Form I-327)
5. Unexpired Refugee Travel Document (INS Form I-571)
6. Certification of Birth issued by the Department of State (Form FS-545)
7. Certification of Birth Abroad issued by the Department of State (Form DS-1350)
8. United States Citizen Identification card (INS Form I-197)
9. Native American tribal document
10. Identification Card for use of Resident Citizen in the United States (INS Form I-179)

Retention of Employment Eligibility Verification Form (Form I-9)

The Superintendent or his designee must retain Form I-9 for three years or for one year past the end of the employment of the individual, whichever is later. Such forms will be retained in a separate file and shall be considered to be confidential and used only for employment eligibility verification purposes.

Preparation of Documents for Inspection

U.S. Immigration and Naturalization Service (INS) or Department of Labor (DOL) officers are required to give employers three days advance notice before an inspection. The Superintendent or his designee will assemble the I-9 forms in preparation for the inspection. Failure to provide the I-9 forms could result in civil money penalties for each employee for whom the form was not completed, retained or presented.

[Adoption Date: 5/28/96]

DRUG-FREE WORKPLACE ACT

No employee shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in federal and State law, in the workplace.

"Workplace" is the site for the performance of any work done in connection with the Educational Service Center. The workplace includes any school building, school property, school-owned vehicles or school-approved vehicle used to transport students to and from school or school activities (at other sites off school property) or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities.

As a condition of employment, each employee shall notify his supervisor, in writing, of his conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five days after such conviction.

Employees will be given a copy of the standards of conduct and the statement of disciplinary sanctions and will be notified that compliance with the standards of conduct is mandatory. Employees who violate the policy shall be subject to disciplinary proceedings in accordance with prescribed Educational Service Center administrative regulations, local, State and/or federal laws, up to and including termination. Any employee in violation of this policy may be required to participate in a drug abuse assistance or rehabilitation program approved by the Governing Board.

Information concerning alcohol and drug counseling and rehabilitation programs is available to all employees.

[Adoption Date: 5/28/96]
[Amended Date: 11/26/02]

LEGAL REFS.: Drug-Free Workplace Act of 1988, Pub. L. No. 100-690, 41 U.S.C.
701 et seq.; 20 U.S.C. 3474, 1221e-3(a)(1); C.F.R. § 85
Drug-Free Campus and Schools Act, 20 U.S.C. 3224(a), 34 C.F.R. §86

CRIMINAL RECORDS CHECK

The Wood County Educational Service Center Governing Board shall request from the Superintendent of the Bureau of Criminal Investigation criminal records checks of all candidates under final consideration for employment or appointment in the Educational Service Center. The BCI criminal records checks include information from the Federal Bureau of Investigation (FBI), unless the individual can demonstrate that he/she has been a resident of the state for the preceding five years and has previously been subject to a BCI check, in which case only an FBI check is required.

At the time of candidates' initial application for employment, applicants are given a separate written statement informing them that each must provide a set of fingerprint impressions as part of the criminal records check process and that the Board uses a criminal records check as part of the initial hiring process and at various times during the employment career. The Governing Board may employ persons on the condition that the candidate submit to and pass a BCI criminal records check in accordance with State Law. Any person conditionally hired who fails to pass a BCI criminal records check is released from employment. Applicants are given a separate written statement informing them that the Governing Board uses a criminal records check as part of the initial hiring process and at various times during the employment career. This notice must be on a separate document that only contains this notice. The applicant's written authorization to obtain the criminal records check will be obtained prior to obtaining the criminal records check.

An applicant for employment may provide a certified copy of a BCI criminal records check to the Educational Service Center in compliance with State Law. The Educational Service Center may accept this records check in place of its own records check if the date of acceptance by the Educational Service Center is within one year after the date of issuance by the BCI.

State Law requires subsequent criminal records checks every five years for all school employees except bus drivers. For currently employed bus drivers, a new report is required every six years.

Any and all information obtained by a Governing Board or persons under this policy is confidential and shall not be released or disseminated. Criminal records checks are not public records for purposes of the Public Records Law. Any applicant not hired because of information received from the records check shall be assured that all records pertaining to such information are destroyed.

In accordance with State law, the ESC may require additional background checks for any applicant for employment or a prospective volunteer (or intern).

Volunteers/Interns

The Educational Service Center notifies current and prospective volunteers who have or will have unsupervised access to students on a regular basis that a criminal records check may be conducted at any time.

Contractors

Criminal records checks are required for contractors who meet the following four criteria: (1) the contractor is an employee of a private company under contract with the Educational Service Center to provide “essential school services”; (2) the contractor works in a position involving routine interaction with a child or regular responsibility for the care, custody or control of a child; (3) the contractor is not licensed by ODE and (4) the contractor is not a bus driver.

[Adoption Date: 5/28/96]
[Amended Date: 7/24/01]
[Amended Date: 3/18/08]
[Amended Date: 7/21/09]
[Amended Date: 7/23/13]
[Amended Date: 6/28/18]
[Amended Date: 11/23/2021]

LEGAL REFS.:

ORC 109.57; 109.572; 109.575; 109.576
2953.32
3301.074
3314.19; 3314.41
3319.088; 3319.089; 3319.22; 3319.222, 3319.29; 3319.291;
3319.303; 3319.311; 3319.313; 3319.315; 3319.39;
3319.391; 3319.392; 3319.393
3327.10
OAC 3301-27-01
3301-83-06

CROSS REFS.:

GBL, Personnel Records
GCBB, Professional Staff Supplemental Contracts
GCD, Professional Staff Hiring
GCPD, Suspension and Termination of Professional Staff Members
GDD, Support Staff Hiring
GDPD, Suspension, Demotion and Termination of Support Staff Members
IIC, Community Instructional Resources (Also KF)
IICC, School Volunteers
KBA, Public's Right to Know
LEA, Student Teaching and Internships

FAMILY AND MEDICAL LEAVE

The Governing Board provides leave to eligible employees consistent with the Family Medical Leave act (FMLA). Eligible employees are entitled to up to 12 work weeks (or 26 work weeks to care for a covered service member) of unpaid family and medical leave in a 12-month period. The Governing Board continues to pay the Wood County Educational Service Center's share of the employee's health benefits during the leave. In addition, the Educational Service Center reinstates the employee to the same or an equivalent position after the employee's return from leave.

In complying with the FMLA, the Educational Service Center adheres to the requirements of applicable State and Federal law.

Additional information is contained in the regulations, which follow this policy.

[Adoption Date: 7/19/11]

[Amended Date: 7/23/13]

LEGAL REFS.: Family and Medical Leave Act of 1993; 29 USC 2601 et seq.; 29 CFR Part 825
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.
ORC 124.38 (for city school districts only)
3319.13; 3319.141

CROSS REFS.: GCBD, Professional Staff Leaves and Absences
GDBD, Support Staff Leaves and Absences

FAMILY AND MEDICAL LEAVE

Eligibility

An employee who has worked for the Wood County Educational Service Center for at least 12 months and who has worked at least 1,250 hours in the 12 months preceding the beginning of the leave is eligible for leave under the Family and Medical Leave Act (FMLA). The 12 months an employee must have been employed by the Educational Service Center do not need to be consecutive months. The 1,250 hours of service do not include vacation leave, sick leave, holidays or other paid leaves of absences. However, an employee returning from fulfilling his/her Uniformed Services Employment and Reemployment Rights Act (USERRA) covered service obligation shall be credited with the hours of service that would have been performed but for the period of military service in determining whether the employee worked the 1,250 hours of service.

Leave Entitlement

An eligible employee is allowed to take up to 12 workweeks of leave during a 12-month period. The Educational Service Center has chosen the following method to determine the 12-month period in which the 12 workweeks of leave entitlement occurs. The 12-month period measured forward from the date any employee's first FMLA leave begins.

An Employee may be eligible for 26 workweeks of FMLA leave during a single 12-month period to care for a covered service member with a serious injury or illness. The Educational Service Center will determine the "single 12-month period" using the 12-month period measured forward from the date an employee's first FMLA leave to care for the covered servicemember begins.

Types of Leave

An eligible employee may take FMLA leave for the following purposes:

1. birth and care of a newborn child;
2. placement with an employee of a son or daughter for adoption or foster care;
3. care for a spouse, child or parent with a serious health condition. An employee may not take FMLA leave to care for a parent-in-law;
4. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job;
5. to respond to a "qualifying exigency" that arises because a spouse, child, or parent is a military member on covered active duty or
6. to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the covered servicemember.

The Educational Service Center requires eligible employees to use any accrued and unused paid vacation, personal or sick leave concurrently with unpaid FMLA leave.

An employer cannot compel an employee to use, nor may an employee elect to use, accrued medical/sick leave in any situation for which the leave could not normally be used.

Spouses Employed by the Educational Service Center

If spouses eligible for leave are both employed by the Educational Service Center, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to 12 weeks. If spouses eligible for leave are employed by the Educational Service Center, their combined amount of leave to care for a covered service member is limited to 26 weeks.

Intermittent and Reduced Leave

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason.

Reduced leave is a leave schedule that reduces the employee's usual number of hours per workweek or hours per workday.

Intermittent or reduced leave is available for the employee's own serious health condition; to care for a parent, son, or daughter with a serious health condition; to care for a covered service member's serious injury or illness or for leave taken due to a qualifying exigency. Such leave may be used for the birth or adoption/placement of a child only if the Governing Board agrees.

If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the employer's operations.

If the employee needs intermittent leave or leave on a reduced schedule that is foreseeable, the Superintendent may require the employee to temporarily transfer during the period that the intermittent or reduced leave schedule is required to an available position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

If an eligible instructional employee (i.e., those whose principal function is to teach and instruct students in a class, a small group or an individual setting) needs intermittent leave or leave on a reduced leave schedule due to foreseeable medical treatments, and the employee would be on a leave for more than 20% of the total number of working days over the period the leave would extend, the Educational Service Center may require the employee either to:

1. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment or
2. transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

Benefits

The Governing Board maintains the employee's health coverage under the group health insurance plan during the period of FMLA leave on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period prior to the beginning of the FMLA leave, the employee should make arrangements with the Treasurer to pay the employee's share of health insurance.

An employee may, but is not entitled to, accrue any additional benefits or seniority during unpaid FMLA leave. Benefits accrued at the time leave began (e.g. paid vacation, sick, or personal leave to the extent not substituted for unpaid FMLA leave), however, must be available to an employee upon return from leave.

The Governing Board is entitled to recover health care premiums paid during the leave if the employee fails to return from leave. Recovery cannot occur if the employee fails to return because of the continuation, recurrence or onset of a serious health condition or due to circumstances beyond the control of the employee.

Notice

When the FMLA leave is foreseeable, the employee must notify the Superintendent at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. An employee shall provide at least verbal notice sufficient to make the Educational Service Center aware that the employee needs FMLA-qualifying leave, and the anticipated timing and duration of the leave.

The Governing Board may deny the leave if the employee does not meet the notice requirements.

Certification

The Governing Board may require the employee to provide a complete and sufficient certification from a health care provider containing specific information if he/she requests a medical leave. If there is a question concerning the validity of such certification, a second and, if necessary, a third opinion can be required, both at the expense of the Educational Service Center.

Reinstatement

When the employee returns from the leave, the Governing Board reinstates the employee to the same or an equivalent position with equivalent benefits, pay, terms and conditions of employment. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Instructional Employees

Special leave rules apply to instructional employees. Instructional employees are those employees whose principal function is to teach and instruct students in a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists or curriculum specialists. It also does not include cafeteria workers, maintenance workers or bus drivers.

The following limitations also apply to instructional employees who take leave near the end of a semester for purposes other than the employee's own serious health condition.

1. When an instructional employee begins leave more than five weeks before the end of a semester, the Governing Board may require the employee to continue taking leave until the end of the semester if the leave will last at least three weeks and the employee would return to work during the three-week period before the end of the semester.
2. When an instructional employee begins leave less than five weeks before the end of a semester, the Governing Board may require the employee to continue taking leave until the end of the semester if the leave will last more than two weeks and the employee would return to work during the two-week period before the end of the semester.
3. When an instructional employee begins leave less than three weeks before the end of a semester and the leave lasts more than five working days, the Governing Board may require the employee to continue taking leave until the end of the semester.

In all cases, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the Governing Board is not counted as FMLA leave. However, the Governing Board is required to maintain the employee's group health insurance and restore the employee to the same or equivalent job upon the conclusion of the leave.

[Adoption Date: 5/28/96]

[Amended Date: 7/24/01]

[Amended Date: 7/21/09]

[Amended Date: 7/23/13]

[Amended Date: 7/28/15]

EMERGENCY PAID SICK LEAVE
(Families First Coronavirus Response Act)

To comply with the Families First Coronavirus Response Act (FFCRA), the Board provides emergency paid sick leave to eligible employees affected by the COVID-19 outbreak. This policy is in effect from April 1, 2020 until December 31, 2020. Paid emergency sick leave under this policy will not be provided beyond December 31, 2020. Any unused paid emergency sick leave will not carry over to the next year or be paid out to employees. The District's existing sick leave provisions apply to all other eligible leave for reasons outside this policy.

Emergency paid sick leave will be paid as provided in FFCRA. Eligible full-time employees are entitled to up to 80 hours of paid emergency sick leave for reasons described in FFCRA. Eligible part-time employees are entitled to paid emergency sick leave for the number of hours worked, on average, over a two-week period.

Employees on FFCRA-expanded family medical leave act (FMLA) leave may use emergency paid sick leave during the first 10 days of that normally paid leave.

In complying with the FFCRA, the district adheres to the requirements of applicable State and Federal law.

Additional information is contained in the regulation, which follows this policy.

[Adoption Date: 6/23/2020]

LEGAL REFS.: Families First Coronavirus Response Act of 2020; 29 USC 2601 et esq.;
29 CFR Part 825
Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff et esq.

CROSS REFS.: GBR, Family and Medical Leave Act
GBRAA, Family and Medical Leave Act Expansion

CONTRACT REFS.: Teachers' Negotiated Agreement
Support Staff Negotiated Agreement

EMERGENCY PAID SICK LEAVE
(Families First Coronavirus Response Act)

Eligibility and Reasons for Leave

Any full-time or part-time employee who is employed with the District is eligible to take emergency paid sick leave if the employee is unable to work (or telework) because the employee:

1. is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19
3. is experiencing symptoms of COVID-19 and seeking a medical diagnosis;
4. is caring for an individual who is subject to either number 1 or 2;
5. is caring for his/her child if the school or place of care of the child has been closed, or the childcare provider of such child is unavailable, due to COVID-19 precautions;
6. is experiencing any other substantially similar condition specified by the secretary of health and human services in consultation with the secretary of the treasury and the secretary of labor.

Emergency Paid Sick Leave Entitlement

An eligible full-time employee is entitled to up to 80 hours of Families First Coronavirus Response Act (FFCRA) emergency paid sick leave. Eligible part-time employees are entitled to emergency paid sick leave for the number of hours worked, on average over a two-week period. Emergency paid sick leave is available between April 1, 2020 and December 31, 2020. Emergency paid sick leave under this policy will not be provided beyond December 31, 2020. Any unused emergency paid sick leave will not carry over to the next year or be paid out to employees.

For employees with varying hours, one of two methods for computing the number of hours paid will be used:

1. The average number of hours that the employee was scheduled per day over the six-month period ending on the date on which the employee takes leave, including hours for which the employee took leave of any type or
2. If the employee has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.

File: GBRAA-R

Pay During Leave

The employee's rate of pay for emergency paid sick leave depends on the reason for which the employee takes leave. For an employee taking leave for reasons 1 through 3, the rate of pay for emergency paid sick leave will be the employee's regular rate of pay (or minimum wage, whichever is greater). Pay for leave taken for reasons 1 through 3 will not exceed \$511 per day and \$5,110 in total.

For an employee taking leave for reasons 4 through 6, the rate of pay for emergency paid sick leave will be two-thirds of the employee's regular rate of pay (or minimum wage, whichever is greater). Pay for leave taken for reasons 4 through 6 will not exceed \$200 per day or \$2,000 in total.

Interaction with Other Paid Leave

An employee may use emergency paid sick leave under this policy before using any other paid time off for the qualifying reasons stated above.

Notice and Requesting Leave

All employees requesting emergency paid sick leave must notify the District of the need and specific reason for leave under this policy. A form will be provided to District employees in a manner accessible to all. Verbal notice will be accepted until it is practicable to provide written notice.

Once emergency paid sick leave has begun, the employee and the District must determine reasonable procedures for the employees to report periodically on the employee's status and intent to continue to use paid sick leave.

Definitions

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a period standing in loco parentis, who is:

1. under 18 year of age or
2. 18 years of age or older and incapable of self-care because of mental or physical disability.

File: GBRAA-R

“Childcare provider” means:

1. a provider who receives compensation for providing childcare services on a regular basis, including:
 - A. a center-based childcare provider;
 - B. a group home childcare provider;
 - C. a family childcare provider (one individual who provides childcare services for fewer than 24 hrs. per day, as the sole caregiver, and in a private residence);
 - D. other licensed provider of childcare services for compensation.

1. A childcare provider that is 18 years of age or older who provides childcare services to children who are either the grandchild, great grandchild, sibling (if such provider lives in a separate residence), niece, or nephew of such provider, at the direction of the parent.

A family member or friend of an employee who regularly cares for an employee’s child can be a childcare provider for purposes of this regulation even if he/she is not compensated or licensed.

“School” mean an elementary or secondary school.

[Adoption Date: 6/23/2020]

File: GBS

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) grants individuals the right to receive notice of the uses and disclosures of their protected health information that may be made by the Wood County Educational Service Center, and sets forth the individual's rights and the Educational Service Center's legal obligations with respect to the protected health information. The purpose of this policy is to assist the Educational Service Center in complying with the HIPAA privacy standards, to ensure that individuals receive adequate notice of the Educational Service Center's practices with regard to the dissemination and use of protected health information, and to protect the confidentiality and integrity of protected health information.

Confidentiality of Individually Identifiable Health Information

All officers, employees and agents of the Educational Service Center must preserve the confidentiality and integrity of individually identifiable health information pertaining to any individual. Individually identifiable health information is protected health information and shall be safeguarded to the extent possible in compliance with the requirements of the security and privacy rules and standards established by HIPAA.

The Educational Service Center and its employees will not use or disclose an individual's protected health information for any purpose without the properly documented consent or authorization of the individual or his/her authorized representative unless required or authorized to do so under State or Federal law or this policy, unless an emergency exists or unless the information has been sufficiently de-identified that the recipient of the information would be unable to link the information to a specific individual.

Prior to releasing any protected health information for the purposes set forth above, the Educational Service Center representative disclosing the information shall verify the identity and authority of the individual to whom disclosure is made. This verification may include the examination of official documents, badges, driver's licenses, workplace, identity cards, credentials or other relevant forms of identification or verification.

All employees of the Educational Service Center are expected to comply with and fully cooperate with the administration of this policy. The Educational Service Center will not tolerate any violation of the HIPAA privacy or security standards or this policy. Any such violation constitutes grounds for disciplinary action, up to and including termination of employment.

Any employee of the Educational Service Center who believes that there has been a breach of these privacy and security policies and procedures or a breach of the integrity or confidentiality of any person's protected health information shall immediately report such breach to his/her immediate supervisor or the Educational Service Center-appointed privacy/security officer. The privacy/security officer shall conduct a thorough and confidential investigation of any reported breach and notify the complainant of the results of the investigation and any corrective action taken.

The Educational Service Center will not retaliate or permit reprisals against any employee who reports a breach to the integrity or confidentiality of protected health information. Any employee involved in retaliatory behavior or reprisals against another individual for reporting an infraction of this policy is subject to disciplinary action up to and including termination of employment.

Following discovery of a breach of unsecured health information, the privacy/security officer will notify each individual whose unsecured protected health information has been, or is reasonably believed to have been accessed, acquired, used or disclosed as a result of a breach. Any individual responsible for the unauthorized use or disclosure is referred to the Superintendent or his/her designee for appropriate disciplinary measures.

Privacy/Security Officer

The Treasurer shall be the privacy/security officer for the Educational Service Center. The Privacy Security officer is responsible for overseeing all ongoing activities related to the development, implementation, maintenance and adherence to the Educational Service Center's policies and procedures concerning the security and privacy of protected health information.

Notice

The Educational Service Center shall distribute a Notice of Privacy Practices to individuals at the time of their enrollment in the health plan and within 60 days of any material revision. The notice shall also be posted in a clear and prominent location in each facility in the Educational Service Center and be printed in staff handbooks and the health plan booklet. The Educational Service Center will also notify individuals covered by the health plan of the availability of and how to obtain the notice at least once every three years.

Training

All employees shall receive training regarding the Educational Service Center's privacy policies and procedures as necessary and appropriate to carry out their job duties. Training shall also be provided when there is a material change in the Educational Service Center's privacy practices or procedures.

Documentation

Documentation shall be required in support of the policies and procedures of the Educational Service Center and all other parts of the HIPAA privacy regulations that directly require documentation, including, but not limited to, all authorizations and revocations of authorizations, complaints and disposition of complaints. All documentation is kept in written or electronic form for a period of six years from the date of creation or from the date when it was last in effect, whichever is later.

[Adoption Date: 2/25/14]

LEGAL REFS.: Health Insurance Portability and Accountability Act:

29 USC 1181 et seq.

45 C.F.R.

ORC 9.01; 9.35

149.41; 149.43

1347.01 et seq.

4113.23

CROSS REF.: KBA, Public's Right to Know

WOOD COUNTY SCHOOL CONSORTIUM HEALTH INSURANCE PLAN
NOTICE OF PRIVACY PRACTICES
THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED
AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE REVIEW IT CAREFULLY.

Our Company's Pledge to You

This notice is intended to inform you of the privacy practices followed by the Wood County School Consortium Health Insurance Plan (the Plan) and the Plan's legal obligations regarding your protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The notice also explains the privacy rights you and your family members have as participants of the Plan. It is effective on September 23, 2013.

The Plan often needs access to your protected health information in order to provide payment for health services and perform plan administrative functions. We want to assure the participants covered under the Plan that we comply with federal privacy laws and respect your right to privacy. Wood County Educational Service Center requires all members of our workforce and third parties that are provided access to protected health information to comply with the privacy practices outlined below.

Protected Health Information

Your protected health information is protected by the HIPAA Privacy Rule. Generally, protected health information is information that identifies an individual created or received by a health care provider, health plan or an employer on behalf of a group health plan that relates to physical or mental health conditions, provision of health care, or payment for health care, whether past, present or future.

How We May Use Your Protected Health Information

Under the HIPAA Privacy Rule, we may use or disclose your protected health information for certain purposes without your permission. This section describes the ways we can use and disclose your protected health information.

Payment. We use or disclose your protected health information without your written authorization in order to determine eligibility for benefits, seek reimbursement from a third party, or coordinate benefits with another health plan under which you are covered. For example, a health care provider that provided treatment to you will provide us with your health information. We use that information in order to determine whether those services are eligible for payment under our group health plan.

Health Care Operations. We use and disclose your protected health information in order to perform plan administration functions such as quality assurance activities, resolution of internal grievances, and evaluating plan performance. For example, we review claims experience in order to understand participant utilization and to make plan design changes that are intended to control health care costs.

However, we are prohibited from using or disclosing protected health information that is genetic information for our underwriting purposes.

Treatment. Although the law allows use and disclosure of your protected health information for purposes of treatment, as a health plan we generally do not need to disclose your information for treatment purposes. Your physician or health care provider is required to provide you with an explanation of how they use and share your health information for purposes of treatment, payment, and health care operations.

As permitted or required by law. We may also use or disclose your protected health information without your written authorization for other reasons as permitted by law. We are permitted by law to share information, subject to certain requirements, in order to communicate information on health-related benefits or services that may be of interest to you, respond to a court order, or provide information to further public health activities (e.g., preventing the spread of disease) without your written authorization. We are also permitted to share protected health information during a corporate restructuring such as a merger, sale, or acquisition. We will also disclose health information about you when required by law, for example, in order to prevent serious harm to you or others.

Pursuant to your Authorization. When required by law, we will ask for your written authorization before using or disclosing your protected health information. Uses and disclosures not described in this notice will only be made with your written authorization. Subject to some limited exceptions, your written authorization is required for the sale of protected health information and for the use or disclosure of protected health information for marketing purposes. If you choose to sign an authorization to disclose information, you can later revoke that authorization to prevent any future uses or disclosures.

To Business Associates. We may enter into contracts with entities known as Business Associates that provide services to or perform functions on behalf of the Plan. We may disclose protected health information to Business Associates once they have agreed in writing to safeguard the protected health information. For example, we may disclose your protected health information to a Business Associate to administer claims. Business Associates are also required by law to protect protected health information.

To the Plan Sponsor. We may disclose protected health information to certain employees of Wood County Educational Service Center for the purpose of administering the Plan. These employees will use or disclose the protected health information only as necessary to perform plan administration functions or as otherwise required by HIPAA, unless you have authorized additional disclosures. Your protected health information cannot be used for employment purposes without your specific authorization.

Your Rights

Right to Inspect and Copy. In most cases, you have the right to inspect and copy the protected health information we maintain about you. If you request copies, we will charge you a reasonable fee to cover the costs of copying, mailing, or other expenses associated with your request. Your request to inspect or review your health information must be submitted in writing to the person listed below. In some circumstances, we may deny your request to inspect and copy your health information. To the extent your information is held in an electronic health record, you may be able to receive the information in an electronic format.

Right to Amend. If you believe that information within your records is incorrect or if important information is missing, you have the right to request that we correct the existing information or add the missing information. Your request to amend your health information must be submitted in writing to the person listed below. In some circumstances, we may deny your request to amend your health information. If we deny your request, you may file a statement of disagreement with us for inclusion in any future disclosures of the disputed information.

Right to an Accounting of Disclosures. You have the right to receive an accounting of certain disclosures of your protected health information. The accounting will not include disclosures that were made (1) for purposes of treatment, payment or health care operations; (2) to you; (3) pursuant to your authorization; (4) to your friends or family in your presence or because of an emergency; (5) for national security purposes; or (6) incidental to otherwise permissible disclosures.

Your request to for an accounting must be submitted in writing to the person listed below. You may request an accounting of disclosures made within the last six years. You may request one accounting free of charge within a 12-month period.

Right to Request Restrictions. You have the right to request that we not use or disclose information for treatment, payment, or other administrative purposes except when specifically authorized by you, when required by law, or in emergency circumstances. You also have the right to request that we limit the protected health information that we disclose to someone involved in your care or the payment for your care, such as a family member or friend. Your request for restrictions must be submitted in writing to the person listed below. We will consider your request, but in most cases are not legally obligated to agree to those restrictions.

Right to Request Confidential Communications. You have the right to receive confidential communications containing your health information. Your request for restrictions must be submitted in writing to the person listed below. We are required to accommodate reasonable requests. For example, you may ask that we contact you at your place of employment or send communications regarding treatment to an alternate address.

Right to be Notified of a Breach. You have the right to be notified in the event that we (or one of our Business Associates) discover a breach of your unsecured protected health information. Notice of any such breach will be made in accordance with federal requirements.

Right to Receive a Paper Copy of this Notice. If you have agreed to accept this notice electronically, you also have a right to obtain a paper copy of this notice from us upon request. To obtain a paper copy of this notice, please contact the person listed below.

Our Legal Responsibilities

We are required by law to maintain the privacy of your protected health information, provide you with this notice about our legal duties and privacy practices with respect to protected health information and notify affected individuals following a breach of unsecured protected health information.

We may change our policies at any time and reserve the right to make the change effective for all protective health information that we maintain. In the event that we make a significant change in our policies, we will provide you with a revised copy of this notice. You can also request a copy of our notice at any time. For more information about our privacy practices, contact the person listed below.

If you have any questions or complaints, please contact:

Jackie Haar, Treasurer / CFO
Wood County Educational Service Center
1867 N. Research Drive
Bowling Green, OH 43402
(Phone) 419.354.9010 (E-Mail) jhaar@wcesc.org

Complaints

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact the person listed above. You also may send a written complaint to the U.S. Department of Health and Human Services — Office of Civil Rights. The person listed above can provide you with the appropriate address upon request or you may visit www.hhs.gov/ocr for further information. You will not be penalized or retaliated against for filing a complaint with the Office of Civil Rights or with us.

[Adoption Date: 2/25/14]

Amended Date: 3/22/22]

PROFESSIONAL STAFF POSITIONS

All professional staff positions will be created only with the approval of the Governing Board. It is the Governing Board's intent to activate a sufficient number of positions to accomplish the Wood County ESC's goals and objectives.

Before any new position is established, the Superintendent will present for the Governing Board's approval a job description for the position.

Although a position may remain temporarily unfilled or the number of persons holding the same type of position be reduced in the event of staff reductions, only the Governing Board may abolish a position which it has created.

The Superintendent will keep all job descriptions current and present recommended changes to the Governing Board for approval.

[Adoption Date: 5/28/96]

LEGAL REFS.: ORC 3319.02; 3319.03; 3319.09; 3319.10; 3319.22
4117.01
OAC 3301-35-01; 3301-35-03

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS
(TEACHERS)

The Governing Board believes that a fair teacher compensation plan, which includes an adequate base salary, increments and employee benefits, is necessary to attract and hold highly qualified men and women to provide a quality educational program.

As required by law, notice of annual salary is given to each certificated/licensed employee by July 1.

Teacher Contracts

Written contracts of employment are issued to all certified/licensed teaching personnel. Contracts are by and between the staff member and the Board.

The basic types of contracts are as follows:

1. Limited Contract

A teacher new to the Educational Service Center will be employed on a limited contract.

A limited contract is one to five years in length. It may be entered into by a teacher who has not been employee of the Board for at least three years and must be entered into, regardless of length of previous employment, by a teacher who holds a provisional or alternative license or who holds a professional license and is not eligible to be considered for a continuing contract.

Any teacher employed under a limited contract and not eligible to be considered for a continuing contract is, at the expiration of the contract, considered reemployed at the same salary plus any increment provided by the salary schedule, unless acted upon by the Board.

The Board may, acting on the Superintendent's written recommendation that the teacher not be reemployed, not renew a limited contract so long as evaluation procedures have been completed in compliance with law. The Board must give the teacher written notice of its intent not to reemploy on or before June 1.

2. Extended Limited Contract

An extended limited contract of one or two years in length is given to a teacher who is eligible for consideration for, but not awarded, a continuing contract.

3. Continuing Contract

Teachers who have taught for the Educational Service Center for at least three years within the last five years. Teachers who have attained continuing contract status elsewhere and have served two years in the Educational Service Center are eligible for continuing contracts, unless upon recommendation of the Superintendent and approval of the Governing Board tenure is approved prior to the expiration of this two year period.

A continuing contract may be issued to eligible teachers who:

- A. Hold a professional, permanent or life teaching certificate or

- B. Any teacher who was initially issued a teacher's certificate or educator's license prior to January 1, 2011 who meets the following conditions:
 1. Holds a professional educator licenses or a senior professional educator licenses or lead professional educator license;
 2. Has completed the applicable one of the following:
 - a. If the teacher did not hold a master's degree at the time of initially receiving the license, 30 semester hours of coursework are required in the area of licensure or in an area related to teaching since the initial issuance of the license.
 - b. If the teacher held a master's degree at the time of initially receiving his/her license, six semester hours of graduate coursework are required in the area of licensure or in an area related to teaching since the initial issuance of the license.
 3. Has filed a tenure application form with the Superintendent's Office by January 31 of the school year when tenure eligibility occurs.
 4. Have the required information on file by March 1 of the school year tenure eligibility occurs.

- C. Any teacher who never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011 who meets the following conditions:
 1. Holds a professional educator license or a senior professional educator license or lead professional educator license;
 2. Has held an educator license for at least 7 years;
 3. Has completed the applicable one of the following:
 - a. If the teacher did not hold a master's degree at the time of initially receiving an educator license, 30 semester hours of coursework in the area of licensure or an area related to the teaching field since the issuance of the licenses.
 - b. If the teacher held a Master's degree at the time of initially receiving his/her licenses, six semester hours of graduate coursework are required in the area of licensure or in an area related to teaching since the initial issuance of the license.
 4. Has filed a tenure application form with the Superintendent's office by January 31 of the school year when tenure eligibility occurs.
 5. Have the required information on file by March 1 of the school year tenure eligibility occurs.

Upon the recommendation of the Superintendent that a teacher eligible for continuing contract service status be reemployed, a continuing contract is granted unless the Board rejects the recommendation by three-fourths vote. A continuing contract remains in effect until the teacher resigns, elects to retire, is retired for reasons consistent with law or until he/she is terminated or suspended.

If the Board rejects the recommendation for reemployment of the teacher, the Superintendent may recommend reemployment of the teacher under an extended limited contract for a term not to exceed two years, if continuing service status has not previously been attained elsewhere. Written notice of the Superintendent's intention to make such a recommendation must be given to the teacher with reasons directed at the professional improvement of the teacher on or before June 1. Upon subsequent reemployment of the teacher, only a continuing contract may be entered into.

The Board may reject the Superintendent's recommendation for reemployment of the teacher under an extended limited contract by three-fourths vote of its full membership.

The Board declares its intention not to reemploy the teacher by giving the teacher written notice on or before June 1. If evaluation procedures have not been completed in compliance with law or if the Board fails to give the teacher written notice of its intent not to reemploy by the aforementioned date, the teacher is reemployed under an extended limited contract for a term not to exceed one year at the same salary plus any increment provided by the salary schedule.

The Superintendent's recommendation is considered in all contracts pertaining to certificated/licensed individuals.

[Adoption Date: 6/19/12]

[Amended Date: 7/23/13]

LEGAL REFS.: ORC 3313.53
3317.13; 3317.14
3319.07; 3319.08; 3319.09; 3319.10; 3319.11; 3319.111; 3319.12;
3319.22; 3319.227; 3319.24; 3319.26

CROSS REFS.: GCBA, Professional Staff Salary Schedules
GCBB, Professional Staff Supplemental Contracts
GCBC, Professional Staff Fringe Benefits
GCBD, Professional Staff Leaves and Absences
GCBE, Professional Staff Vacations and Holidays

TENURE APPLICATION

To be considered for continuing contract status (tenure) at the completion of a teacher's limited contract, the following guidelines must be met:

- A. hold a professional, permanent of life teaching certificate or
- B. Any teacher who was initially issued a teacher's certificate or educator's license prior to January 1, 2011 who meets the following conditions:
 - 1. Holds a professional educator licenses or a senior professional educator licenses or lead professional educator license:
 - 2. Has completed the applicable one of the following:
 - i. If the teacher did not hold a master's degree at the time of initially receiving the license, 30 semester hours of coursework are required in the area of licensure or in an area related to teaching since the initial issuance of the license.
 - ii. If the teacher held a master's degree at the time of initially receiving his/her license, six semester hours of graduate course work are required in the area of licensure or in an area related to teaching since the initial issuance of the license.
 - 3. Has filed a tenure application form with the Superintendent's Office by January 31 of the school year when tenure eligibility occurs.
 - 4. Have the required information on file by March 1 of the school year tenure eligibility occurs.
- C. Any teacher who never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011 who meets the following conditions:
 - 1. Holds a professional educator licenses or a senior professional educator licenses or lead professional educator license;
 - 2. Has held an educator license for at least 7 years
 - 3. Has completed the applicable one of the following:
 - i. If the teacher did not hold a master's degree at the time of initially receiving an educator license, 30 semester hours of coursework in the area of licensure or an area related to the teaching field since the issuance of the licenses.
 - ii. If the teacher held a Master's degree at the time of initially receiving his/her license, six semester hours of graduate course work are required in the area of licensure or in an area related to teaching since the initial issuance of the license.
 - 4. Has filed a tenure application form with the Superintendent's office by January 31 of the school year when tenure eligibility occurs.
 - 5. Have the required information on file by March 1 of the school year tenure eligibility occurs.

By my signature below, I affirm that I meet the terms and conditions to be eligible for tenure during this school year as set forth above. I further affirm that by March 1 of this school year I will provide all appropriate documentation to evidence appropriate certification of licensure and course work to qualify for continuing contract status.

Teacher's Signature

Date

Supervisor's Signature

Date

[Adoption Date: 6/19/2012]

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS
(Administrators)

Fair compensation plans are necessary in order to attract and hold highly qualified administrators to provide and manage a quality educational program.

The Governing Board may establish a salary schedule for its administrators, with the exception that the salary of the Superintendent is usually determined by the employee contract. Notice of annual salary is given to each administrator by July 1.

All administrators shall be issued written limited contracts. The contract specifies the administrative position and duties, the salary and other compensation to be paid for performance of such duties, the number of days to be worked, the number of days of vacation leave and any paid holidays in the contractual year.

The term of the administrator's contract will not exceed three years, except that an individual who has been employed as an administrator for three years or more shall be entitled to receive a contract of not fewer than two nor more than five years. The Superintendent may recommend employment of an individual who has served as an administrator in the Educational Service Center for three years or more under a one-year administrative contract once during such individual's administrative career in the Educational Service Center.

An administrator who has earned teacher tenure in the Educational Service Center retains such status while serving as administrator. Any administrator who previously obtained teacher tenure in another district achieves teacher tenure in the Educational Service Center after re-employment with two or more years' experience as an administrator in the Educational Service Center.

The Superintendent's recommendation is considered in all contract renewals. All administrators are evaluated annually. In the year an administrator's contract does not expire, the evaluation is completed and a written copy is given to the administrator no later than the end of the administrator's contract year as defined by his/her salary notice.

In the year an administrator's contract does expire, two evaluations are completed: one preliminary and one final. The preliminary evaluation is conducted at least 60 days prior to any Governing Board action on the employee's contract and a written copy of the preliminary evaluation is given to the administrator at this time.

The final evaluation includes the Superintendent's intended recommendation for the employee's contract. A written copy of the final evaluation must be provided to the employee at least five days prior to the Governing Board's action to renew or non-renew the employee's contract. If the Governing Board fails to take action on the expiring contract, then the administrator is renewed. If the administrator has been in the Educational Service Center for two years or less, he/she will receive a one-year contract. If the administrator has been in the Educational Service Center three years or more, he/she will receive a two-year contract.

Before June 1, any administrator whose contract expires at the end of the school year is notified by the Governing Board of the date on which the contract expires and of the individual's right to request a meeting with the Governing Board in executive session to discuss the reasons for considering renewal or nonrenewal of his/her contract. Also prior to June 1 of the year in which the employment contract expires, any administrator whom the Governing Board intends to non-renew receives written notification of the Governing Board's intent not to re-employ.

The Governing Board may request an alternative administrative license valid for employing a superintendent, principal or assistant principal, or other administrative specialist working in a central office or supervisory capacity, consistent with State law.

[Adoption Date: 5/28/96]

[Amended Date: 3/24/98]

[Adoption Date: 7/23/13]

[Amended Date: 4/27/21]

[Amended Date: 4/26/22]

LEGAL REFS.: ORC 3319.01; 3319.02; 3319.111; 3319.12; 3319.27
4117.01
OAC 3301-24-11; 3301-24-12

CROSS REFS.: GCBA, Professional Staff Salary Schedules
GCBB, Professional Staff Supplemental Contracts
GCBC, Professional Staff Fringe Benefits
G CBD, Professional Staff Leaves and Absences
GCBE, Professional Staff Vacations and Holidays

PROFESSIONAL STAFF CONTRACTS & COMPENSATION PLANS
(Alternative Administrative License)

The Wood County Educational Service Center Governing Board may request that the Ohio Department of Education (ODE) issue an alternative administrative license valid for employing a principal, assistant principal, superintendent, or other administrative specialists working in a central office or supervisory capacity.

ODE may issue a one-year alternative principal license (renewable two times), valid for serving as principal or assistant principal, or a two-year alternative superintendent or administrative specialist license (renewable one time) at the request of the ESC. The individual must:

1. be of good moral character
2. submit to a BCI background check
3. meet the following educational requirements;
 - a. have a bachelor's degree or master's degree (for principals, assistant principals and administrative specialists) and have a cumulative undergraduate grade-point average (GPA) of at least 3.0 on a 4.0 scale, or a cumulative graduate level GPA of at least 3.0 on a 4.0 scale if the individual holds a master's degree
 - b. hold ~~or~~ a master's degree (for superintendents) with a cumulative GPA of at least 3.0 on a 4.0 scale.
4. have two or more years of teaching experience or five years of documented successful work experience in education, management or administration (for principals) or five or more years of documented successful experience in teaching, education, management or administration (for administrative specialists and superintendents).

The ESC provides a mentoring program for alternatively licensed administrators compliant with State law.

ODE may issue a professional administrative license to an individual with an alternative principal license or alternative superintendent or alternative administrative specialist license in accordance with State Law.

The ESC develops and implements a planned program for obtaining classroom-teaching experience for individuals issued an alternative principal license without two years of teaching experience under a standard teaching license, a professional pupil services license, an alternative teaching license, or a permanent non-tax certificate. The ESC develops and implements a plan outlining observation or classroom instruction across grade levels and subject area for individuals issued an alternative administrative specialist or superintendent license without two years of teaching experience under a standard teaching license, a professional pupil services license, an alternative teaching license, or a permanent non-tax certificate. All such programs meet the requirements of State law.

[Adopted Date: 12/7/15]

[Amended Date: 6/28/16]

[Amended Date: 4/26/22]

PROFESSIONAL STAFF SALARY SCHEDULES

The Governing Board will adopt a salary schedule for its regular teaching personnel and will place each teacher in the Educational Service Center on the salary schedule in accordance with training and experience.

Placement on the salary schedule will be in accordance with regulations developed by the administration and approved by the Governing Board.

In order to advance one step on a schedule, an employee must have served at least 93 working days in the prior school year with the Educational Service Center.

Each teacher who has completed training which would qualify him/her for a higher salary bracket is required to file by the 15th day of September with the Treasurer satisfactory evidence of the completion of such training.

[Adoption Date: 5/28/96]

LEGAL REFS.: ORC 3317.13; 3317.14
3319.12

WOOD COUNTY EDUCATIONAL SERVICE CENTER
1867 N. RESEARCH DRIVE
BOWLING GREEN, OHIO 43402

REQUEST FOR CHANGE IN DEGREE ALLOWANCE

I, _____, a teacher in the Wood County ESC School District, having completed additional college course work, am requesting a change in my degree allowance classification.

Enclosed is my official college transcript verifying I have completed _____ additional semester hours (quarter hours are equivalent to two-thirds of semester hours), or a _____ degree, which now qualifies me for the degree allowance of:

- Circle One:
- 1. Bachelor's Degree
 - 2. 5-year (150 semester hours)
 - 3. Master's Degree

For a new teacher whose teaching certification is delayed, a letter from the college verifying that a degree has been completed will suffice until an official transcript is available.

- NOTE:
- 1. Grade slips will be accepted only from those enrolled in the second term of the summer sessions. The grade slip must be replaced by an official transcript on or before October 15 to retain the new degree classification.
 - 2. The Request for Change in Degree Allowance must be filed with the Treasurer on or before September 15.
 - 3. Final implementation of the Request for Change in Degree Allowance is subject to approval by the Superintendent.

Teacher's Signature _____ Date _____

Superintendent of the ESC _____ Date _____

PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS

Certain positions assigned to individuals may require extra responsibility or extra time beyond that required of all professional staff members. When the Governing Board and administration determine the need, personnel assigned to such positions will be provided supplemental contracts and supplemental compensation.

An Employee who is offered and undertakes a supplemental assignment will enter into a one-year limited contract with the Governing Board, which will automatically terminate upon expiration date.

All assignments accorded extra compensation will be designated by the Governing Board, as will the compensation for such assignments. Contracts for such assignments will be awarded by the Board upon the recommendation of the Superintendent.

Pay for supplemental assignments will be based upon work performed beyond regular duties and beyond the regular workday.

[Adoption Date: 5/28/96]

[Amended Date: 5/28/13]

LEGAL REFS.: ORC 3319.08; 3319.11, 3319.111; 3319.39
OAC 3301-20-01
3301-27-01; 3301-27-02

CROSS REFS.: GCB, Professional Staff Contracts and Compensation Plans
GCKA, Professional Staff Extra Duty

PROFESSIONAL STAFF FRINGE BENEFITS

Benefits in addition to basic salary are recognized by the Governing Board as an integral part of the total compensation plan for staff members. The benefits extended staff members will be designed to promote their present and future economic security.

[Adoption Date: 5/28/96]

LEGAL REFS.: ORC 9.83; 9.90
3313.20 -- 3313.203; 3313.38
3319.141
3917.04
4123.01
Chapter 4141

PROFESSIONAL STAFF GROUP HEALTH INSURANCE

The Governing Board realizes the concern of its employees for the availability of those protective and personally advantageous benefits beyond an individual's basic salary. It is the Governing Board's desire to make available or provide, within the limits of law and sound fiscal management, those that are beneficial to the employee and the Educational Service Center.

The Governing Board will provide group health insurance for the employees of the Educational Service Center who are eligible to participate in accordance with statute and Board policy. Participation in this plan is optional. If an employee has coverage available through a spouse employed in another business or system and desires to participate in that program, only single coverage will be extended through the Wood County Educational Service Center.

Whether or not an employee desires the coverage offered, the employee must annually complete the health insurance affidavit, and return the affidavit to the Educational Service Center office.

Coverage for an employee new to the Educational Service Center will start the first day of employment. The annual open enrollment period for health insurance coverage is the month of June.

Only regular, full time employees working a minimum of 35 hours per week are eligible to participate in the District's Preferred Provider Plan (PPO), or the Minimum Value Plan (MVP).

Employees working between 30-33.74 hrs per week will only be permitted to participate in the District's Minimum Value Plan (MVP), if they qualify according to the regulations of the Affordable Care Act. Coverage will be effective July 1, 2015, or at the end of their administrative period, whichever is later.

Employees hired to work between 33.75 - 34.99 hours per week, regardless of qualifying per ACA guidelines, will only be permitted to participate in the District's Minimum Value Plan (MVP). Coverage will start on first day of employment, but no sooner than September 1, 2015.

[Adoption Date: 5/28/96]

[Amended Date: 7/28/98]

[Amended Date: 11/24/98]

[Amended Date: 7/24/01]

[Amended Date: 3/27/07]

[Amended Date: 7/19/11]

[Amended Date: 6/23/15]

PROFESSIONAL STAFF GROUP LIFE INSURANCE

The Governing Board of the Wood County Educational Service Center will make available to its regular, not temporary, employees who work at least 35 hours per week a group life insurance program in the amount of \$50,000 coverage per employee. The rate of premium for the coverage in this program shall be paid by the Governing Board for all employees working at least 35 hours per week who request such coverage.

This policy will be in effect as per the provisions of the agreement of the Governing Board. Private policies upon termination of employment with the Wood County Educational Service Center as per the terms of the agreement are available to any individual who wishes to convert to private coverage.

The annual open enrollment period for group life insurance coverage is the month of September, unless a qualifying event occurs. A brochure explaining the program shall be made available to all eligible employees.

This policy is effective for all employees who, on the date of adoption, are not receiving group life insurance benefits.

[Adoption Date: 5/28/96]

[Amended Date: 7/24/01]

PROFESSIONAL STAFF LEAVES AND ABSENCES

The Governing Board will provide a plan for considering leaves and absences for its staff members in accordance with the Ohio Revised Code and Board policies. A leave of absence is a period of extended absence from duty by a staff member, for which written request has been made 60 days in advance and formal approval has been granted by the Governing Board. Special consideration by the Superintendent may be given in emergency situations.

The Governing Board reserves the right to apply the following restrictions to professional leave:

- a. Leaves of absence, for any purpose, other than a charter school leave of absence, shall not extend for longer than one school year.
- b. Leaves of absence may be renewed by the Governing Board for a one-year period.
- c. No sick leave shall accumulate during a leave of absence.
- d. The professional requesting leave agrees not to seek retirement system contributions from the Governing Board for the period of the leave.

Compensation, if any, during leaves of absence will depend upon the type of leave. Deductions will be made in salaries for absence in accordance with regulations developed by the administration and approved by the Governing Board.

When the group insurance policy permits, an employee may continue to participate in Governing Board-approved insurance programs, provided that the employee pays the entire premium for these benefits.

At the expiration of the specified period of leave, an employee terminates his affiliation with the Educational Service Center if the employee at that time refuses a comparable position. Employees shall notify the Superintendent of the Educational Service Center no later than April 1 if they intend to return as an employee of the Wood County Educational Service Center. If notice has not been received, a notice of non-renewal or termination will be sent to the employee.

An employee will be granted the same contract status held on the date on which his leave began when he returns to duty if his contract has not expired during the period of the leave of absence.

Charter Schools Leave of Absence

The Governing Board grants a leave of absence of at least three years to each member of its teaching staff who is an employee at a charter school. If an employee wishes to remain at the charter school beyond the term of the leave of absence, he/she must re-apply to the Governing Board for an additional leave of absence. The Governing Board will consider such requests on a case-by-case basis. The Governing Board re-instates a former employee after they are discharged from the charter school unless the employee is terminated by the charter school for a reason for which the Governing Board itself would have sought to terminate the employee. In such cases, the Governing Board may institute termination proceedings in compliance with State law.

Any teacher holding valid certification and returning to employment by the Wood County Educational Service Center upon termination of the leave of absence is restored to the previous position and salary or to a position and salary similar to the previous position. The Board may reduce the number of teachers it employs as a result of teachers returning to employment upon termination of a charter school leave of absence. The reduction will be in compliance with the provisions contained in State law.

[Adoption Date: 5/28/96]

[Amended Date: 5/30/00]

[Amended Date: 7/19/11]

LEGAL REFS.: Family and Medical Leave Act; 29USC2611 et seq.
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.
ORC 124.38
3313.20; 3313.211
3319.08; 3319.09; 3319.13; 3319.131; 3319.14; 3319.143

PROFESSIONAL STAFF PERSONAL LEAVE

The Governing Board shall, pursuant to the provisions of this policy, provide for an employee's absence for personal necessity.

The Governing Board reserves the right to specify, within the limits of law, the manner of proof of personal necessity, the type of situations in which such leave will be permitted and the total number of days which may be used in any school year for personal leave.

Up to three (3) full days of personal leave with pay may be used, if approved by the Director, each year (7/1 - 6/30) by full-time employees. Personal leave will be pro-rated for part-time employees. Personal leave is not cumulative.

Personal leave days may be used for personal obligations that are necessary and compelling which involve family events, community events, business transactions, or legal transactions, subject to the following conditions:

- a. Requests shall be presented to the Director at least three (3) school days in advance, except in the event of an emergency.
- b. The use of day(s) immediately preceding or following school or legal holidays shall be at the discretion of the Director.
- c. Number of persons granted personal leave for any one day will be limited to the demands of the Wood County Educational Service Center as determined by the Superintendent.
- d. Scheduled daily assignments shall be adjusted by the employee and confirmed by the Director in advance of the day requested.

[Adoption Date: 5/28/96]

[Amended Date: 11/26/19]

PROFESSIONAL STAFF SICK AND PREGNANCY LEAVE

All regular full-time employees of the Educational Service Center eligible for sick leave shall be granted one and one-quarter (1.25) days per month of completed service to a maximum of (15) days per year. Regular part-time employees shall be entitled to sick leave in proportion to the time actually worked. Unused sick leave shall be cumulative up to 200 days.

Substitutes or persons employed by the Governing Board on a seasonal or intermittent basis shall not be eligible for paid sick leave.

It is the responsibility of a new employee transferring sick leave to the Wood County E.S.C. to have a verified record of unused sick leave earned and accrued up to 120 days from a prior public employer in Ohio filed with the payroll department, provided that the last termination of such service has been within the last ten (10) years. Sick leave transfers are not accepted from, nor delivered to other states.

Each newly hired regular who has no sick leave shall be entitled to advancement of up to five (5) days sick leave to be charged against the sick leave the employee subsequently accumulates. The number of days advanced cannot exceed the number of days the employee can accrue during the balance of the current contract year.

For those eligible, sick days may be taken in one-quarter (1/4) day increments.

Use of Sick Leave

Sick leave may be used for the following purposes:

- a. For absence of the employee due to personal illness, injury, or exposure to a contagious disease which could be communicated to other employees or to students.
- b. For medical or dental appointments which cannot be scheduled outside of the employee's normal work hours.
- c. For absence of the employee due to pregnancy. The total amount of sick leave to be used for one such specific purpose is limited to 30 working days, that is, six total weeks. If complications arise and an extension of sick leave is requested through a doctor's statement, it will be processed in the same manner as other sick leave requests.
- d. For absence of the employee due to illness or injury of someone in the employee's immediate family. Immediate family is defined as a member of the employee's family residing in the home and shall also include the employee's spouse, parents, brothers, sisters, children, and any other relative of the employee if not residing with the employee, as approved by the Superintendent and/or Director.
- e. For absence due to death in the employee's immediate family. Immediate family of an employee is defined as the spouse, parents, stepparents, siblings, children, stepchildren, grandparents, father-in-law and mother-in-law. The exact number of days shall be determined by the family relationship and the circumstances surrounding the death. The maximum number of days granted under this section shall be (5) days. Sick leave requests for absences due to death must include the relationship to the employee.
- f. An override by the Superintendent may be granted in extreme cases for additional use of sick leave.

Verification of Sick Leave

An employee requesting use of sick leave shall furnish a written signed statement to justify the use of sick leave when such leave is in excess of three (3) consecutive days. The filing, by an employee of a willfully false statement concerning the cause or duration of an absence shall be considered by the Governing Board as grounds for suspension or dismissal.

Returning to Work

Employees may also be required to submit documentation from a health care provider after each occurrence of sick leave if sick leave usage is considered excessive. An “occurrence” is defined as a single absence consisting of a single consecutive time period. The following accumulations of occurrences may be deemed to be excessive:

- A. Three (3) or more occurrences of sick leave in any 30-day period.
- B. Five (5) or more occurrences of sick leave within a contract year, for 9/10 month employees.
- C. Seven (7) or more occurrences of sick leave within a contract year, for 11/12 month employees.

Retirement

Upon retirement, an employee may be compensated a portion of his unused sick leave in accordance with Governing Board policy on severance pay (GDPCA-R).

[Adoption Date: 5/28/96]
[Amended Date: 8/27/96]
[Amended Date: 7/17/07]
[Amended Date: 10/23/12]
[Amended Date: 11/26/19]
[Amended Date: 5/19/20]
[Amended Date: 8/25/2020]
[Amended Date: 4/27/2021]

LEGAL REFS.: ORC 143.29
 3319.08
 3319.141
 OAC 3301-37-01 (X)

The Governing Board will insure all employees, including hourly and per diem employees, against loss of pay occasioned by a call to jury duty. Should an employee be called to jury duty, he shall report same to the Superintendent and/or Director. Employees called to jury duty will be permitted to serve and will not be penalized in any way for doing so. They will receive full pay, if they endorse the check received from the court or pay the amount shown on their record slip, less travel allowance, within ten days of return from jury duty.

While on jury duty, employees are required to report daily their schedule for the following day and must report to work when excused for a day or more or suffer loss of pay.

The time spent on jury duty will not be charged against personal leave and will count as time on the job. Employees must submit to their supervisor a record from the county of the number of days service.

[Adoption Date: 5/28/96]

LEGAL REFS.: ORC 2313.34
3313.211

PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

The Governing Board believes that it is beneficial to the Educational Service Center that personnel employed to work twelve months per year be given periodic relief from the responsibilities of their job without loss of compensation.

The Governing Board reserves the right to specify the conditions under which vacation time may be taken.

Eligibility

Twenty days of vacation will be granted with one year of employment. Vacation may be used throughout the year as accrued.

Accrual

Vacation leave shall accrue to the employee on a prorated monthly basis, at the end of each month. New employees will start to accrue vacation at the end of their 1st month of employment if the work start date is on or prior to the 15th of the month. Employees starting after the 15th day of the month will start to accrue vacation in the subsequent month.

Application

Eligible employees must apply for vacation to their supervisor in advance of the desired starting date. Special consideration shall be given to emergencies. All applications are subject to final approval by the Superintendent.

Time of Vacation

Vacations must be taken within one year of the time earned. Vacations will be granted only at times of the year when they will not interfere with the normal operation of the Educational Service Center.

Termination of Employment

An employee who anticipates termination of employment in the Educational Service Center may take accrued vacation prior to the termination date with proper approval. When an employee separates from employment, he/she will be compensated at his/her current rate of pay for all unused vacation leave.

Holidays

The Educational Service Center calendar, as adopted by the Governing Board, will establish the school recess periods and holidays for all administrators employed on a school-year basis. An employee must work their scheduled work days before & after a holiday in order to receive holiday pay. Paid vacation, sick and personal days are considered scheduled work days.

[Adoption Date: 5/28/96]

[Amended Date: 7/24/01]

[Amended Date: 10/14/14]

[Amended date: 5/19/2020]

LEGAL REFS.: ORC 3313.20
3313.63

PROFESSIONAL STAFF HIRING

The Superintendent or his designee will determine the personnel needs of the Educational Service Center and will recommend properly certified, licensed registered candidates for employment. Through recruiting and evaluation procedures, the Superintendent will recruit and recommend to the Board the employment and retention of personnel.

It will be the duty of the Superintendent to see that persons nominated for employment in the Educational Service Center meet all certification/licensure/registration requirements and the requirements of the Governing Board for the type of position for which the nomination is made.

The following guidelines will be used in the selection of personnel:

1. There will be no discrimination in the hiring process.
2. The quality of instruction is enhanced by a staff with widely varied backgrounds, educational preparation and previous experience. Concerted efforts will be made to maintain a variation in the staff.
3. Interviewing and selection procedures will ensure that the administrator who is directly responsible for the work of a staff member has an opportunity to aid in the selection process; however, the final recommendation to the Governing Board will be made by the Superintendent or by another individual designated by the Governing Board in the event that the Superintendent's nomination of a teacher would create an unlawful interest in a public contract.
4. No candidate will be hired without a personal interview and a criminal records check. References will be carefully checked.
5. All candidates will be considered on the basis of their merits, qualifications and the needs of the Educational Service Center. In each instance, the Superintendent and others having a role in the selection process will seek to recommend the best qualified applicant for the job.
6. All candidates for teaching positions must be properly certified or licensed.
7. No candidate is hired prior to the ESC consulting the educator profile database maintained on the Ohio Department of Education's (ODE) website. After consulting the educator profile database, the ESC also may consult the office of professional conduct within ODE and/or consult any prior education-related employer of the candidate in accordance with State law.

While the Governing Board may accept or reject a nomination, an appointment will be valid only if made with the recommendation of the Superintendent or by another individual designated by the Governing Board in the event that the Superintendent's nomination of a teacher would create an unlawful interest in a public contract. In the case of a rejection, it is the duty of the Superintendent to make another nomination.

Employment of Retired Administrators

The Governing Board recognizes that recruiting and retaining highly qualified administrative personnel has become increasingly difficult in Ohio's competitive marketplace. Therefore, the Governing Board will, under appropriate circumstances, offer to enter into administrative employment agreements with qualified retired administrators whenever practical and when such action appears to be in the best interests of the Educational Service Center. Retired administrators may be employed as administrators on a part-time or full-time basis.

For purposes of this policy, a "retired administrator" is an individual who has retired pursuant to STRS or SERS rules and regulations.

The Governing Board authorizes and directs the Superintendent to develop administrative regulations to implement this policy at the soonest practicable time.

Rehiring of Retirees

If an employee is retiring and seeks re-employment in the same position, then public notice must be given 60 days prior to the date re-employment is to begin. The notice must state that the person is or will be retired and is seeking re-employment in the Wood County ESC. The notice must include the time, date and location of a public meeting, which must take place 15 to 30 days prior to employment.

- [Adoption Date: 5/28/96]
- [Amended Date: 11/25/03]
- [Amended Date: 3/18/04]
- [Amended Date: 2/25/14]
- [Amended Date: 6/28/18]
- [Amended Date: 4/27/2021]
- [Amended Date: 11/23/2021]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
ORC 2921.42
3307.01; 3307.353
3313.53
3319.02; 3319.07; 3319.074; 3319.08; 3319.088; 3319.11; 3319.22 - 3319.31;
3319.318; 3319.39; 3319.393
3323.06
OAC 3301-35-05; 3301-35-06
3307.1-13-03

CROSS REFS.: AC, Nondiscrimination
ACA, Nondiscrimination on the Basis of Sex
ACB, Nondiscrimination on the Basis of Disability
GBA, Equal Opportunity Employment
GBQ, Criminal Records Check
GDD, Support Staff Hiring

PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

All professional personnel serving as substitute teachers or in part-time positions will be recommended by the Superintendent for appointment by the Governing Board. The rates of pay for such employment will be recommended by the Superintendent and established by the Board.

The employment of substitute teachers will be centralized for the Educational Service Center in the office of the Superintendent. Candidates selected will be recommended to the Governing Board for placement on the list of approved substitutes.

[Adoption Date: 5/28/96]

[Amended Date: 11/25/03]

[Amended Date: 6/28/18]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
ORC 3317.13
3319.07; 3319.08; 3319.10; 3319.13; 3319.22-3319.31; 3319.39
3323.06
OAC 3301-35-05; 3301-35-06

CROSS REFS.: AC, Nondiscrimination
ACA, Nondiscrimination on the Basis of Sex
ACB, Nondiscrimination on the Basis of Disability
GBA, Equal Opportunity Employment
GBQ, Criminal Record Check

SUBSTITUTE PROFESSIONAL STAFF COMPENSATION

In order to retain well-qualified substitutes for service in this district, the Governing Board will offer competitive compensation.

Substitutes employed on a day-to-day basis shall be paid on a per diem basis at a rate set by the Governing Board.

A substitute employed for more than sixty (60) days in one specific position will be placed at the appropriate position on the salary schedule and will be eligible for fringe benefits and will thereafter be considered to be regularly employed.

Daily substitutes shall not earn sick leave nor be paid for days when pupils are not required to attend school.

[Adoption Date: 7/22/96]

LEGAL REFS.: ORC 3319.10

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

The assignment and transfer of teachers shall be the responsibility of the Superintendent. Each teacher will be assigned to a specific area and may be transferred to any other position for which he is qualified. Transfers may be requested by administrators, supervisors or teachers. The Superintendent may initiate a transfer whenever he believes it is in the best interest of the Educational Service Center.

A request for transfer does not guarantee that such a transfer will be made. Teachers will be encouraged to discuss transfers or their intention to request transfer with an appropriate supervisor.

The District must grant a leave of absence of at least three years to each member of its teaching and support staff who is an employee at a community school. The District must reinstate a former employee after they are discharged from the community school unless the employee is terminated for a reason for which the Board itself would have sought to terminate the employee. In such cases, the Board may institute termination proceedings in compliance with state law and/or the negotiated agreement.

Persons employed by the District and assigned to a community school are considered employees of the District in all respects.

Administrators

An administrator cannot be transferred during the term of his contract to a position of lesser responsibility unless he agrees to such a transfer.

[Adoption Date: 5/28/96]

[Amended Date: 3/24/98]

LEGAL REFS.: ORC 3319.01; 3319.02; 3319.12; 3314.10
OAC 3301-35-03(A)

PROFESSIONAL STAFF TIME SCHEDULES

Administrators

The nature of the duties and responsibilities of administrators and supervisors will require their hours of work to vary and extend as necessary to fulfill the requirements of their positions. The work year for administrators will be established individually through their contracts.

Teachers

Efforts will be made by the administration to provide a uniform work day for teachers. The work day for teachers shall be established by the Governing Board.

The work year for teachers will be established by the Governing Board's adoption of the Educational Service Center calendar.

[Adoption Date: 5/28/96]

LEGAL REFS.: ORC 3313.48; 3313.481; 3313.483
3319.111

OAC 3301-35-02(B) (11; 12; 13); 3301-35-03(A)(12)

PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

Professional staff members will be encouraged to pursue and will be provided with opportunities for the development of increased competencies beyond those which they may attain through the performance of their assigned duties and assistance from supervisors.

Opportunities for professional growth in the Educational Service Center will be provided through such means as the following:

1. planned in-service programs and workshops offered within the district from time to time;
2. released time for visits to other classrooms and schools and for attendance at conferences, workshops and other professional meetings and
3. leaves of absence for advanced educational training.

The Superintendent will have authority to approve released time for conferences and visitations and reimbursements for expenses, provided that such activities are within budget allocations for that purpose.

[Adoption Date: 5/28/96]

LEGAL REFS.: ORC 3313.20
3315.07
3319.131
OAC 3301-35-03

EVALUATION OF PROFESSIONAL STAFF (Teachers)

A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operation of the District. The Board evaluates teachers in accordance with State law and the standards-based statewide evaluation framework adopted by the State Board of Education (SBOE) Notwithstanding Ohio Revised Code Section (RC) 3319.09, this policy applies to any person employed under a teacher license issued under RC 3319, or under a professional or permanent teacher's certificate issued under form RC 3319.222, and who spends at least 50% of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.

The Board directs the Superintendent/designee to implement this policy in accordance with State law. This policy has been developed in consultation with teacher's employee by the Board. This policy becomes effective at the expiration of any collective bargaining agreement covering teachers employed by the Board that was in effect on November 2, 2018 and must be included in any renewal or extension.

The District will follow policies and procedures in place during the 2019-2020 school year for the 2020-2021 school year and will implement this policy beginning with the 2021-2022 school year.

Credentialed Evaluators

Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of Education (ODE).

Final Holistic Rating and Evaluation Cycle

Teachers are assigned a final holistic rating of Accomplished, Skilled, Developing or Ineffective. This rating will be based on a combination of informal and formal observations and supporting evidence using the Teacher Evaluation Rubric.

Annually, the Board submits to the ODE the number of teachers assigned a final holistic rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision.

The full evaluation cycle includes:

- Professional Growth/Improvement plan;
- One formal holistic observation followed by a conference;
- At least two classroom walkthroughs – with an emphasis on identified focus area(s) when applicable;
- One formal focused observation – with an emphasis on identified focus area(s) and
- One final summative conference.

The teacher performance measure of the evaluation cycle is aligned with the following Ohio Standards for the Teaching Profession:

- Understand student learning and development, respect student diversity and hold high expectations for all students to achieve and progress at high levels;
- Understand the content areas for which they have instructional responsibility;
- Understand and use varied assessments to inform instruction and evaluate and ensure student learning;
- Plan and deliver effective instruction that advances the learning of each student;
- Create learning environments that promote high levels of learning and achievement for all students;
- Collaborate and communicate with students, parents, other teachers, administrators and the community to support student learning and;
- Assume responsibility for professional growth and performance as an individual and as a member of a learning community.

The Superintendent/designee selects/develops evaluation tools to calculate teacher performance. The Board directs the Superintendent/designee to develop procedures for these evaluation tools. Teachers, who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal, receive at least three formal observations during the evaluation cycle. All teacher evaluations are completed by May 1. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10.

The Board evaluates teachers receiving effectiveness ratings of Accomplished on those teachers' most recent evaluations every three years, provided the teacher submits a self-directed Professional Growth Plan and the evaluator determines the teacher is making progress on that plan. Such evaluations are completed by May 1 of the evaluation year. Teachers evaluated on this basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held.

The Board evaluates teachers receiving effectiveness ratings of Skilled on those teachers' most recent evaluations every two years, provided the teacher and evaluator jointly develop a Professional Growth Plan and the evaluator determines the teacher is making progress on that plan. Biennial evaluations conducted under this policy are completed by May 1 of the evaluation year. Teachers evaluated on a biennial basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held.

High-Quality Student Data

High-quality student data (HQSD) is used to guide instructional decisions and meet student learning needs. HQSD used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards;
- Measure what is intended to be measured;
- Be attributable to a specific teacher for course(s) and grade level(s) taught;
- Demonstrate evidence of student learning (achievement and/or growth);
- Follow protocols for administration and scoring;
- Provide trustworthy results and
- Not offend or be driven by bias.

AND the teachers must use the data generated from the HQSD data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning;
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students;
- Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis and
- Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards.

Evaluations use at least two measures of HQSD to provide evidence of student learning attributable to the teacher being evaluated when required.

When applicable to the grade level or subject area taught by a teacher, HQSD includes the value-added progress dimension established under RC 3302.021, except when otherwise prohibited by law.

HQSD may be used as evidence in any component of the evaluation where applicable.

Data from ODE vendor approved assessments may be considered HQSD.

The use of shared attribution measures or student learning objectives is prohibited.

Professional Growth and Improvement Plan

Each teacher must develop a Professional Growth Plan or Improvement Plan based on the results of their most recent evaluation. These plans are to be developed annually and must be based on the results of the evaluation and aligned to any existing district or building improvement plan.

Teachers with a final holistic rating of Accomplished must develop a self-directed Professional Growth Plan.

Teachers with a final holistic rating of Skilled must develop a Professional Growth Plan working jointly with the credentialed evaluator.

Teachers with a final holistic rating of Developing must develop a Professional Growth Plan that is guided by their assigned credentialed evaluators.

Teachers with a final summative rating of Ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluators.

Retention and Promotion

The Board uses evaluation results for retention and promotion decisions. The Board adopts procedures for use in making retention and promotion decisions based on evaluation results.

Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations.

Poorly Performing Teachers

The Board uses evaluation results for removing poorly performing teachers. The Board adopts procedures for removing poorly performing teachers based on evaluation results.

Professional Development

The Board allocates financial resources to support professional development in compliance with State law and the evaluation framework.

[Adoption date: 6/23/2020]

LEGAL REFS: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
ORC 3319.11; 3319.111; 3319.112; 3319.16; 3319.61
Chapter 4117
OAC 3301-35-05

CROSS REFS: AF, Commitment to Accomplishment
GBL, Personnel Records
GCB, Professional Staff Contracts and Compensation Plans
GCL, Professional Staff Development Opportunities

CONTRACT REF: Teachers' Negotiated Agreement

EVALUATION OF PROFESSIONAL STAFF
(ADMINISTRATORS BOTH PROFESSIONAL AND SUPPORT)

The Superintendent will institute and maintain a comprehensive program for the evaluation of administrative personnel. Administrative personnel are all persons issued contracts in accordance with the Ohio Revised Code. Evaluations should assist administrators in developing their professional abilities in order to increase the effectiveness of Wood County Educational Service Center management.

The purpose of administrator evaluations is to assess the performance of administrators, to provide information upon which to base employment and personnel decisions and to comply with State law. All administrators are evaluated annually. In the year an administrator's contract does not expire, the evaluation is completed by the end of the contract year, and a copy is given to the administrator.

In the year an administrator's contract does expire, two evaluations are completed, one preliminary and one final. The preliminary evaluation is conducted at least 60 days prior to June 1 and prior to any Governing Board action on the employee's contract. A written copy of the preliminary evaluation is given to the administrator at this time. Evaluations are considered by the Governing Board in determining whether to re-employ administrators.

The final evaluation includes the Superintendent's intended recommendation for the contract of the employee. A written copy of the final evaluation must be provided to the employee at least five days prior to the Governing Board's action to renew or non-renew the employee's contract. The employee may request a meeting with the Governing Board prior to any Governing Board action on his/her contract. The employee may have a representative of his/her choice at the meeting.

The evaluation measures the administrator's effectiveness in performing the duties included in his/her written job description and the specific objectives and plans developed in consultation with the Superintendent.

Evaluation criteria for each position are in written form and are made available to the administrator. The results of the evaluations are kept in personnel records maintained in the central office. The evaluated administrator has the right to attach a memorandum to the written evaluation. Evaluation documents, as well as information relating thereto, are accessible to each evaluatee and /or his/her representative.

File: GCN-2 (Also AFC-2)

This evaluation procedure does not create an expectancy of continued employment. Nothing contained herein prevents the Governing Board from making any final determination regarding the renewal or nonrenewal of an administrator's contract.

[Adoption Date: 5/28/96]

[Amended Date: 7/24/01]

[Amended Date: 2/25/14]

LEGAL REFS.: ORC 3319.02; 3319.03; 3319.04; 3319.111; 3319.16; 3319.17; 3319.171
3319.22
OAC 3301-35-05

CROSS REFS.: AF, Commitment to Accomplishment
GBL, Personnel Records

PROFESSIONAL ENHANCEMENT PROGRAM

The Governing Board of the Wood County Educational Service Center believes that it is both desirable and necessary to maintain a high level of quality in the programs that the Governing Board provides for the education of students.

The Wood County Professional Enhancement Program is designed to bring direct, focused assistance to staff members experiencing problems in the classroom or in other areas of professional practice. The Professional Enhancement Program offers straightforward, specific procedures for dealing with identified concerns. The procedures protect students from unsatisfactory staff performance and protect staff from arbitrary action on the part of the Governing Board or administration.

The purpose of this program is to assist staff in making significant improvements in their performance. In no way will the Professional Enhancement Program supplant state law procedures for the dismissal of personnel. The specific steps involved in this program are described in the Administrative Guidelines.

[Adoption Date: 5/28/96]

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

The Governing Board may reduce the number of teachers upon the return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the Educational Service Center, financial reasons or reduction in the total number of students the Governing Board is required to provide with service or reduction in the total level of service the Governing Board is required to provide under all interdistrict contracts as a result of the termination or nonrenewal of one or more of these contracts.

The Governing Board may reduce the number of administrators upon the return to duty of administrators after leaves of absence, suspension of schools, territorial changes affecting the Educational Service Center, financial reasons, for other reasons unrelated to the performance of the individual administrator or reduction in the total number of students the Governing Board is required to provide with service or reduction in the total level of service the Governing Board is required to provide under all interdistrict contracts as a result of the termination or nonrenewal of one of more of these contracts. Accordingly, this policy was developed with input from the Service Center's administrative staff.

[Adoption Date: 3/23/10]

LEGAL REFS.: ORC 3319.02; 3319.081; 3319.09(a); 3319.17; 3319.171; 3319.172

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

When the Governing Board determines that it is necessary to reduce the number of professional staff positions, the following procedures shall apply:

1. To the extent possible, the number of administrators and teachers affected by a reduction in force will be minimized by not employing replacements or who retire, resign of whose contracts are not renewed for reasons other than reduction in force.
2. Reductions needed beyond those resulting from attrition are made by suspending or non-renewing contracts. Those contracts to be suspended or non-renewed will be chosen as follows:
 - A. All professional staff will be placed on seniority lists in each field for which they are certificated and qualified. Seniority is defined as the length of continuous service in the Educational Service Center schools. Seniority is not interrupted by authorized leaves of absence.
 - B. Reductions shall be made with preference being given first to professional staff with tenure and secondly to seniority. In making any such reduction, any governing board of a service center shall proceed to suspend contracts in accordance with the recommendation of the superintendent who shall, within each teaching field or service area affected, give preference first to teachers on continuing contracts and then to teachers who have greater seniority.
 - C. If two or more professional staff have the same length of continuous service, seniority will be determined by:
 - 1) the date of the Governing Board meeting at which the staff was hired;
 - 2) next, in the event two or more staff members were hired on the same date, seniority will be determined by the date on which the staff member signed his/her initial limited contract in the Educational Service Center;
 - 3) then, the date on which the staff member submitted the first completed job application within the two-year period preceding the effective date of the staff member's first contract with the Governing Board, if the date is known or
 - 4) if a tie remains after steps 1, 2 and 3, the Superintendent will decide which contract will be suspended.

3. The names of staff members whose contracts are suspended or non-renewed in a reduction-in-force action are placed on a recall list for up to 12 months from the date of the reduction. Staff members on the recall list will have the following rights:
 - A. No new professional staff will be employed by the Governing Board while there are staff members on the recall list who are certificated/licensed to fill the vacancy.
 - B. Fulltime professional staff who previously attained a continuing contract will be on the recall list. Professional staff on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed.
 - C. If a vacancy occurs, the Governing Board will send an announcement via certified mail to the first known address of all professional staff on the recall list who are qualified according to these provisions. It is the staff member's responsibility to keep the Governing Board informed of his/her current address. All staff members are required to respond in writing to the Educational Service Center office within seven calendar days. The most senior of those responding is offered the vacant position. Any professional staff who fails to accept the position within seven calendar days forfeits all recall rights.
 - D. Any professional staff on the recall list, upon acceptance of the notification to resume active employment status, returns to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as he/she held at the time of layoff. Any professional staff on the recall list who is unemployed and does not otherwise have group insurance coverage available may continue to participate for up to 18 months in those benefits which are provided to professional staff in active employment, provided that the staff member pays the group rates for such benefits.

[Adoption Date: 5/28/96]

[Amended Date: 7/24/01]

[Amended Date: 1/31/06]

[Amended Date: 3/23/10]

[Amended Date: 7/27/10]

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

A teacher who has a contract effective for the next school year will be permitted to resign prior to July 10, preceding that year. After that time, the consent of the Governing Board must be given before a staff member may resign his position. Similarly, a staff member may not resign during a school year unless the Governing Board consents. Resignations should include an effective date and will be submitted to the Superintendent for presentation to the Governing Board.

Fringe benefits for professional staff members will be terminated on the last day of the month in which they are issued a paycheck.

[Adoption Date: 5/28/96]

LEGAL REFS.: ORC 3319.02; 3319.15

PROFESSIONAL STAFF RETIREMENT SEVERANCE PAY

Severance pay will be on a one-time, lump sum payment to eligible employees. An employee's eligibility for severance pay will be determined as of the final date of employment. The criteria are:

1. The individual retires from the Educational Service Center.
2. Retirement is disability retirement or service retirement under any State or municipal retirement system in this State.
3. The individual must be eligible for disability or service retirement as of the last date of employment.
4. The individual must within 120 days of his last day of employment prove acceptance into the retirement system by having received his first retirement direct deposit.
5. Any individual employed must have at least 10 years of Public Service in Ohio.
6. Payment shall be made no later than 60 days after the application is filed and the employee's retirement is verified to the office of the Treasurer by the retirement system.
7. Such payment shall be made only once to an employee.

The amount of the benefit due an employee shall be calculated by:

1. multiplying the employee's accrued but unused sick leave by one-fourth;
2. multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule;
3. the amount of the benefit calculated in steps one and two will not exceed the value of 47 days of accrued but unused sick leave.

Receipt of payment for accrued but unused sick leave will eliminate all sick leave credit accrued by the employee.

Employees who have retired under the rules of State Teachers Retirement System are not eligible for severance pay based upon a subsequent retirement.

The Governing Board pays severance pay to the estate or life insurance beneficiary of an employee eligible to retire who dies while actively employed.

No employee terminated for cause pursuant to ORC 3319.16, 3319.161 shall be eligible for such payment.

[Adoption Date: 8/27/96]

[Amended Date: 7/21/09]

[Amended Date: 6/28/2018]

SUSPENSION AND TERMINATION OF PROFESSIONAL STAFF MEMBERS

Suspension

The Governing Board may suspend a teacher pending final action to terminate his/her contract if, in its judgment, the character of the charges warrants such action.

Termination

The contract of a teacher may be terminated for gross inefficiency or immorality; for willful and persistent violations of reasonable regulations of the Governing Board or for other good and just cause. Before terminating any contract, the Governing Board will furnish the teacher a written notice signed by the Treasurer of its intention to consider termination of his contract and specification of the grounds for such consideration. The Governing Board will inform the teacher of his right to request a hearing by the Governing Board or by an independent referee. At such a hearing, both parties may be represented by counsel and present and cross-examine witnesses. A stenographic record of the proceedings will be made. After the hearing, the Governing Board will make its determination by majority vote. Any order of termination of a contract will state the grounds for termination.

Teachers may only be suspended or terminated under the terms of the collective bargaining agreement and/or State or Federal Law.

When the behavior is sexual harassment, the Title IX sexual harassment grievance process will be followed, if applicable, prior to imposing any discipline that cannot be imposed without resolution of the Title IX process.

[Adoption Date: 5/28/96]

[Amended Date: 10/20/2020]

LEGAL REFS.: Education Amendments of 1972, Title IX; 20 USC 1681 et. seq.
ORC 124.36
3319.02; 3319.11; 3319.16; 3319.161; 3319.17

CROSS REF.: ACAA, Sexual Harassment
GBQ, Criminal Records Check

PROFESSIONAL STAFF TUTORING FOR PAY

No teacher will tutor for pay a student who is a member of his class. Tutorial assistance to students will be considered a normal responsibility of the teacher, except in extenuating circumstances.

A teacher may tutor other students on school premises for pay only in accordance with the following conditions:

1. tutoring will be done after the regular school day, unless special exceptions are approved by the Superintendent;
2. tutoring in the school must have the approval of the principal and must be in accordance with District requirements and guidelines for community use of school facilities.

[Adoption Date: 5/28/96]

SUPPORT STAFF POSITIONS

Education is a cooperative enterprise in which all employees of the Educational Service Center must participate intelligently and effectively for the benefit of the students. This District will employ support staff in positions which function to support the educational program. All such positions will be established initially by the Governing Board. For each new position, the Superintendent will develop a job description for approval by the Board.

Although positions may remain temporarily unfilled, or the number of persons holding the same type of position may be reduced in event of required staff reduction, only the Governing Board will abolish a position which it has created.

The Superintendent will keep all job descriptions current and present recommended changes to the Governing Board for approval.

[Adoption Date: 5/28/96]

LEGAL REFS.: ORC 124.18
 3319.081
 OAC 3301-35-03

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

Contracts

All newly hired, regular support staff employees, including regular hourly rate and per diem employees, will enter into written contracts for their employment, which will be for a period of not more than one year. After the expiration of the one-year contract, if the contract of an employee is renewed, the employee will receive another one-year contract. The salary provided in the contract may be increased but not reduced unless such reduction is a part of a uniform plan affecting the support staff employees of the entire Educational Service Center.

Compensation Plans

In determining and developing salary schedules for support staff other than administrators, the Governing Board will consider the responsibilities of the position, the qualifications needed, past experience of the individual and years of service credit.

The individual salaries for support staff who report directly to the Superintendent will be reviewed and established annually by the Governing Board upon the recommendation of the Superintendent. Salary schedules for all other support staff will be established by the Board upon the recommendation of the Superintendent.

In compliance with State law, employees will be notified in writing by July 1 of their salary for the ensuing school year.

[Adoption Date: 5/28/96]

[Amended Date: 3/18/08]

LEGAL REFS.: ORC Chapter 124
3317.12
3319.02; 3319.081--3319.083; 3319.088

SUPPORT STAFF SALARY SCHEDULES

The Governing Board will endeavor to provide salary schedules which will:

1. adequately provide for the retention of those support staff employees who are rendering satisfactory and efficient service in the school system;
2. encourage and stimulate support staff employees to improve the quality of their work by granting regular salary increments and
3. provide employees with a financial projection by indicating the salary which may be provided by a salary schedule.

Such schedules will take into account the qualifications required, the responsibilities of the position and work experience. Initial placement on the schedule may take into consideration the employee's previous experience.

An employee must serve 120 days in a work year in order to qualify for the yearly increment on a salary schedule.

In compliance with law, employees will be notified in writing by July 1 of their salaries for the ensuing year.

[Adoption Date: 5/28/96]

LEGAL REFS.: ORC 3317.12
3319.081; 3319.082; 3319.083; 3319.088

SUPPORT STAFF FRINGE BENEFITS

Benefits in addition to basic salary are recognized by the Governing Board as an integral part of the total compensation plan for staff members.

The benefits extended to eligible support staff employees will be designed to promote their present and future economic security and to provide the financial incentives for skill development that will benefit the Educational Service Center.

[Adoption Date: 5/28/96]

LEGAL REFS.: ORC 9.83; 9.90
3313.20--3313.211
3319.084--3319.087; 3319.141; 3319.142
3917.04
4123.01
4141.29; 4141.291

SUPPORT STAFF GROUP HEALTH INSURANCE

The Governing Board realizes the concern of its employees for the availability of those protective and personally advantageous benefits beyond an individual's basic salary. It is the Governing Board's desire to make available or provide, within the limits of law and sound fiscal management, those that are beneficial to the employee and the Educational Service Center.

The Governing Board will provide group health insurance for the employees of the Educational Service Center who are eligible to participate in accordance with statute and Board policy. Participation in this plan is optional. If an employee has coverage available through a spouse employed in another business or system and desires to participate in that program, only single coverage will be extended through the Wood County Educational Service Center.

Whether or not an employee desires the coverage offered, the employee must annually complete the health insurance affidavit and return the document to the Educational Service Center office.

Coverage for an employee new to the Educational Service Center will start the first day of employment. The annual open enrollment period for health insurance coverage is the month of June.

Only regular, full time employees working a minimum of 35 hours per week are eligible to participate in the District's Preferred Provider Plan (PPO), or the Minimum Value Plan (MVP).

Employees working between 30-33.74 hrs per week will only be permitted to participate in the District's Minimum Value Plan (MVP), if they qualify according to the regulations of the Affordable Care Act. Coverage will be effective July 1, 2015, or at the end of their administrative period, whichever is later.

Employees hired to work between 33.75 - 34.99 hours per week, regardless of qualifying per ACA guidelines, will only be permitted to participate in the District's Minimum Value Plan (MVP). Coverage will start on first day of employment, but no sooner than September 1, 2015.

[Adoption Date: 5/28/96]

[Amended Date: 7/28/98]

[Amended Date: 11/24/98]

[Amended Date: 7/24/01]

[Amended Date: 3/27/07]

[Amended Date: 6/23/15]

SUPPORT STAFF GROUP LIFE INSURANCE

The Governing Board of the Wood County Educational Service Center will make available to its regular, not temporary employees who work at least 35 hours per week a group life insurance program in the amount of \$50,000 coverage per employee. The rate of premium for the coverage in this program shall be paid by the Governing Board for all employees working at least 35 hours per week who request such coverage.

This policy will be in effect as per the provisions of the agreement of the Governing Board. Private policies upon termination of employment with the Wood County Educational Service Center as per the terms of the agreement are available to any individual who wishes to convert to private coverage.

The annual open enrollment period for group life insurance coverage is the month of September, unless a qualifying event occurs. A brochure explaining the program shall be made available to all eligible employees.

This policy is effective for all employees who, on the date of adoption, are not receiving group life insurance benefits.

[Adoption Date: 5/28/96]

[Amended Date: 7/24/01]

[Amended Date: 4/24/07]

SUPPORT STAFF LEAVES AND ABSENCES

The Governing Board will provide a plan for considering leaves and absences for its staff members in accordance with the Ohio Revised Code and Board policies. A leave of absence is a period of extended absence from duty by a staff member, for which written request has been made 60 days in advance and formal approval has been granted by the Governing Board. Special consideration by the Superintendent may be given in emergency situations.

The Governing Board reserves the right to apply the following restrictions to support staff leave:

- a. Leaves of absence, for any purpose, other than a charter school leave of absence, shall not extend for longer than one school year.
- b. Leaves of absence may be renewed by the Governing Board for a one-year period.
- c. No sick leave shall accumulate during a leave of absence.
- d. The professional requesting leave agrees not to seek retirement system contributions from the Governing Board for the period of the leave.

Compensation, if any, during leaves of absence will depend upon the type of leave. Deductions will be made in salaries for absence in accordance with regulations developed by the administration and approved by the Governing Board.

When group insurance policy permits, an employee may continue to participate in Governing Board-approved insurance programs, provided that the employee pays the entire premium for these benefits.

At the expiration of the specified period of leave, an employee terminates his affiliation with the Educational Service Center if the employee at that time refuses a comparable position. Employees shall notify the Superintendent of the Educational Service Center no later than April 1 if they intend to return as an employee of the Wood County Educational Service Center. If notice has not been received, a notice of nonrenewal or termination will be sent to the employee.

An employee will be granted the same contract status held on the date on which his leave began when he returns to duty if his contract has not expired during the period of the leave of absence.

Charter Schools Leave of Absence

The Governing Board grants a leave of absence of at least three years to each member of its teaching staff who is an employee at a charter school. If an employee wishes to remain at the charter school beyond the term of the leave of absence, he/she must re-apply to the Governing Board for an additional leave of absence. The Governing Board will consider such requests on a case-by-case basis. The Governing Board re-instates a former employee after they are discharged from the charter school unless the employee is terminated by the charter school for a reason for which the Governing Board itself would have sought to terminate the employee. In such cases, the Governing Board may institute termination proceedings in compliance with State law.

[Adoption Date: 5/28/96]

[Amended Date: 5/30/00]

[Amended Date: 7/19/11]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2611 et seq.
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.
ORC 124.38 through 124.39
3313.20; 3313.211
3319.13; 3319.141; 3319.142; 3319.143

CROSS REF.: GBR, Family and Medical Leave
GDB, Support Staff Contracts and Compensation Plans

SUPPORT STAFF PERSONAL LEAVE

The Governing Board shall, pursuant to the provisions of this policy, provide for an employee's absence for personal necessity.

The Governing Board reserves the right to specify, within the limits of law, the manner of proof of personal necessity, the type of situations in which such leave will be permitted and the total number of days which may be used in any school year for personal leave.

Up to three (3) full days of personal leave with pay may be used, if approved by the Director, each year (7/1 - 6/30) by full-time employees. Personal leave will be pro-rated for part-time employees. Personal leave is not cumulative.

Personal leave days may be used for personal obligations that are necessary and compelling which involve family events, community events, business transactions, or legal transactions, subject to the following conditions:

- a. Requests shall be presented to the Director at least three (3) school days in advance, except in the event of an emergency.
- b. The use of day(s) immediately preceding or following school or legal holidays shall be at the discretion of the Director.
- c. Number of persons granted personal leave for any one day will be limited to the demands of the Wood County Educational Service Center as determined by the Superintendent.
- d. Scheduled daily assignments shall be adjusted by the employee and confirmed by the Director in advance of the day requested.

[Adoption Date: 5/28/96]

[Amended Date: 11/26/19]

SUPPORT STAFF SICK AND PREGNANCY LEAVE

All regular full-time employees of the Educational Service Center eligible for sick leave shall be granted one and one-quarter (1.25) days a per month of completed service to a maximum of (15) days per year. Regular part-time employees shall be entitled to sick leave in proportion to the time actually worked. Unused sick leave shall be cumulative up to 200 days.

Substitutes or persons employed by the Governing Board on a seasonal or intermittent basis shall not be eligible for paid sick leave.

It is the responsibility of a new employee transferring sick leave to the Wood County E.S.C. to have a verified record of unused sick leave earned and accrued up to 120 days from a prior public employer in Ohio filed with the payroll department, provided that the last termination of such service has been within the last ten (10) years. Sick leave transfers are not accepted from, nor delivered to other states.

Each newly hired regular and each regular employee who has exhausted the employee's accumulated sick leave shall be entitled to advancement of up to five (5) days sick leave each contract year, to be charged against the sick leave the employee subsequently accumulates. The number of days advanced cannot exceed the number of days the employee can accrue during the balance of the current contract year.

For those eligible, sick days may be taken in one-quarter (1/4) day increments.

Use of Sick Leave

Sick leave may be used for the following purposes:

- A. For absence of the employee due to personal illness, injury, or exposure to a contagious disease which could be communicated to other employees or to students.
- B. For medical or dental appointments which cannot be scheduled outside of the employee's normal work hours.
- C. For absence of the employee due to pregnancy. The total amount of sick leave to be used for one such specific purpose is limited to 30 working days, that is, six total weeks. If complications arise and an extension of sick leave is requested through a doctor's statement, it will be processed in the same manner as other sick leave requests.
- D. For absence of the employee due to illness or injury of someone in the employee's immediate family. Immediate family is defined as a member of the employee's family residing in the home and shall also include the employee's spouse, parents, brothers, sisters, children, and any other relative of the employee if not residing with the employee, as approved by the Superintendent and/or Director.
- E. For absence due to death in the employee's immediate family. Immediate family of an employee is defined as the spouse, parents, stepparents, siblings' children, stepchildren, grandparent's father-in-law and mother-in-law. The exact number of days shall be determined by the family relationship and the circumstances surrounding the death. The maximum number of days granted under this section shall be (5) days. Sick leave requests for absences due to death must include the relationship to the employee.
- F. An override by the Superintendent may be granted in extreme cases for additional use of sick leave.

Verification of Sick Leave

An employee requesting use of sick leave shall furnish a written signed statement to justify the use of sick leave when such leave is in excess of three (3) consecutive days. The filing, by an employee of a willfully false statement concerning the cause or duration of an absence shall be considered by the Governing Board as grounds for suspension or dismissal.

Returning to Work

Employees may also be required to submit documentation from a health care provider after each occurrence of sick leave if sick leave usage is considered excessive. An “occurrence” is defined as a single absence consisting of a single consecutive time period. The following accumulations of occurrences may be deemed to be excessive:

- A. Three (3) or more occurrences of sick leave in any 30-day period.
- B. Five (5) or more occurrences of sick leave within a contract year, for 9/10-month employees.
- C. Seven (7) or more occurrences of sick leave within a contract year, for 11/12-month employees.

Retirement

Upon retirement, an employee may be compensated a portion of his unused sick leave in accordance with Governing Board policy on severance pay (GDPCA-R).

[Adoption Date: 5/28/96]
[Amended Date: 8/27/96]
[Amended Date: 7/17/07]
[Amended Date: 10/23/12]
[Amended Date: 11/26/19]
[Amended Date: 6/28/18]
[Amended Date: 5/19/2020]
[Amended Date: 4/27/2021]

LEGAL REFS.: ORC 143.29
 3319.08
 3319.141
 OAC 3301-37-01 (X)

SUPPORT STAFF JURY DUTY

The Governing Board will insure all employees, including hourly and per diem employees, against loss of pay occasioned by a call to jury duty. Should an employee be called to jury duty, he shall report same to the Superintendent and/or Director. Employees called to jury duty will be permitted to serve and will not be penalized in any way for doing so. They will receive full pay, if they endorse the check received from the court or pay the amount shown on their record slip, less travel allowance, within ten days of return from jury duty.

While on jury duty, employees are required to report daily their schedule for the following day and must report to work when excused for a day or more or suffer loss of pay.

The time spent on jury duty will not be charged against personal leave and will count as time on the job. Employees must submit to their supervisor a record from the county of the number of days service.

[Adoption Date: 5/28/96]

LEGAL REFS.: ORC 2313.34
3313.211

SUPPORT STAFF VACATIONS AND HOLIDAYS

Vacations

The Governing Board believes that it is beneficial to the Educational Service Center that personnel employed to work eleven months or more per year be given periodic relief from the responsibilities of their job without loss of compensation.

Each regular classified employee serving a minimum of eleven months per year, whether employed on an hourly or per diem basis, shall be entitled to an annual vacation, with pay, based on length of service after service of one year with the Educational Service Center. Employees shall be granted two weeks of paid vacation for each of the first ten years of service, three weeks for ten to fourteen years of service, and four weeks with fifteen or more years of service.

A full-time employee is authorized to include prior service to the state or any of its political subdivisions in determining the number of weeks of paid vacation to which he is entitled. Only service of eleven or more months a year can be credited as years of service for the purpose of computing the amount of paid vacation.

Each regular classified employee serving a minimum of 11 months per year, whether employed on an hourly or per diem basis, shall be entitled to an annual vacation, with pay for 2 calendar weeks per year, excluding legal holidays. When such employee has served the Educational Service Center for 10 years, the vacation leave is 3 weeks. Vacation leave of 4 weeks is allowed for employee who have served 15 years or more.

A Retired Employee from an Ohio Public System are not entitled to include prior service to the state when determining the number of weeks of paid vacation to which he/she is entitled.

Vacation leave shall accrue to the employee on a prorated monthly basis, at the end of each month. New employees will start to accrue vacation at the end of their first month of employment if the work start date is on or prior to the 15th of the month. Employees starting after the 15th day of the month will start to accrue vacation in the subsequent month.

Eligible employees must apply for vacation to their supervisor in advance of the desired starting date. Special consideration shall be given to emergencies. All applications are subject to final approval by the Superintendent.

Vacations must be taken within one year of the time earned. Vacations will be granted only at times of the year when they will not interfere with the normal operation of the Educational Service Center.

When an employee separates from employment, he will be compensated at his current rate of pay for all unused vacation leave.

This policy applies to any individual employed after the date of adoption/revision.

Holidays

The school calendar, as adopted by the Governing Board, will establish the school recess periods and holidays for support staff. An employee must work their scheduled work day before & after a holiday in order to receive holiday pay. Paid vacation, personal and sick days are considered scheduled work days.

The following holidays have been established by law as paid holidays: New Year's Day, Memorial Day, Martin Luther King Day, Presidents' Day, Juneteenth Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Because various classifications of personnel are scheduled to work different number of months during the calendar year, the Superintendent informs 11/12-month employees of the specific holidays to which their particular job classification is entitled.

[Adoption Date: 5/28/96]
[Amended Date: 7/24/01]
[Amended Date: 5/19/2020]
[Amended Date: 4/26/22]

Cross References: GDB – Support Staff Contracts and Compensations Plans

LEGAL REFS.: ORC 1.14
3319.084; 3319.086; 3319.087

SUPPORT STAFF RECRUITING/POSTING OF VACANCIES/HIRING

The Governing Board intends to have the best qualified people to serve as support staff personnel.

The recruitment and selection of suitable candidates for positions will be the responsibility of the Superintendent, who will confer with Directors and other supervisors before making a selection.

An employee may apply for any vacancy for which he is qualified.

The following guidelines are used in the selection of personnel:

1. There is no unlawful discrimination in the hiring process.
2. No candidate is hired without an interview and a criminal records check.
3. No candidate is hired prior to the ESC consulting the educator profile database maintained on the Ohio Department of Education's (ODE) website.

After consulting the educator profile database, the ESC also may consult the office of professional conduct within ODE and/or consult any prior education-related employer of the candidate in accordance with State law.

All appointments to the support staff will be made by the Superintendent subject to confirmation by the Governing Board. In making these appointments, the Superintendent will carefully observe all pertinent laws as well as any regulations which may be approved from time to time by the Board.

Conditions of employment for support staff members as well as wages, hours and other benefits will be fixed by the Governing Board upon the recommendation of the Superintendent.

Rehiring of Retirees

If an employee is retiring and seeks re-employment in the same position, then notice must be given 60 days prior to the date re-employment is to begin. The notice must state that the person is or will be retired and is seeking re-employment in the Wood County ESC. The notice must include the time, date and location of a public meeting, which must take place 15 to 30 days prior to employment.

[Adoption Date: 5/28/96]

[Amended Date: 11/25/03]

[Amended Date: 3/18/04]

[Amended Date: 10/23/07]

[Amended Date: 6/28/18]

[Amended Date:11/23/2021]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
ORC Chapter 124
3309.345
3319.04; 3319.081 et seq. 3319.318; 3319.39; 3319.393
3327.10
4141.29
OAC 3301-35-03(A); 3301-35-05; 3301-35-06

CROSS REFS.: AC, Nondiscrimination
ACA, Nondiscrimination on the Basis of Sex
ACB, Nondiscrimination on the Basis of Disability
GBA, Equal Opportunity Employment
GBQ, Criminal Record Check
GCC, Professional Staff Recruiting
GCD, Professional Staff Hiring

PART-TIME, TEMPORARY AND SUBSTITUTE SUPPORT STAFF EMPLOYMENT

Part-time, temporary and substitute support staff will be employed as necessary for the efficient operation of the Educational Service Center.

The Educational Service Center will maintain lists of persons qualified to serve in various support positions so that substitutes and temporary help may be obtained as needed. The Governing Board will approve such persons for substitute and temporary employment on the recommendation of the Superintendent.

Part-time, temporary and substitute support staff employees will be paid in accordance with hourly rates established by the Governing Board. Substitute and temporary employees will be entitled to sick leave at the rate established by law. Regularly employed, part-time employees will be entitled to leave privileges on a prorated basis, based on a full-time schedule.

[Adoption Date: 5/28/96]

[Amended Date: 11/25/03]

[Amended Date: 7/19/11]

[Amended Date: 6/28/18]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
ORC 124.27
3319.081; 3319.141; 3319.39
OAC 3301-35-05; 3301-35-06

CROSS REFS.: AC, Nondiscrimination
ACA, Nondiscrimination on the Basis of Sex
ACB, Nondiscrimination on the Basis of Disability
GBA, Equal Opportunity Employment
GBQ, Criminal Record Check

SUPPORT STAFF ORIENTATION

Administrators of the Educational Service Center are responsible for the orientation of new support staff personnel so that they may clearly understand:

1. the responsibilities of the position to which they have been assigned;
2. the person or persons to whom they are directly responsible;
3. the objectives of the department to which they are assigned and
4. how to get professional and technical assistance when needed.

[Adoption Date: 5/28/96]

SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

The assignment and transfer of all support staff will be the responsibility of the Superintendent. Promotional transfers are made only by the Governing Board upon the recommendation of the Superintendent. A request for transfer may be made in writing to the Superintendent.

Assignments to Nonpublic Schools

Persons employed by the District and assigned to nonpublic schools are considered employees of the District in all respects.

Such persons fulfill and meet all regulations as are required for any other support staff employees in the District. An employee may be re-assigned to serve in any location, either in the public schools or nonpublic schools, as long as the person is qualified to perform such duties.

Assignments to Community Schools

The District must grant a leave of absence of at least three years to each member of its teaching and support staff who is an employee at a community school. The District must re-instate a former employee after they are discharged from the community school unless the employee is terminated for a reason for which the Board itself would have sought to terminate the employee. In such cases, the Board may institute termination proceedings in compliance with State law and/or the negotiated agreement.

Persons employed by the District and assigned to a community school are considered employees of the District in all respects.

[Adoption Date: 5/28/96]

[Amended Date: 3/24/98]

LEGAL REFS.: ORC 124.32
OAC 3301-35-03(A)

SUPPORT STAFF TIME SCHEDULES

The periods of work required of the nonteaching staff shall be clearly specified to ensure the smooth and regular operation of the Educational Service Center. The Governing Board reserves the right to specify the working hours for nonteaching employees.

Central office staff shall ordinarily report for work when schools are closed for bad weather or other calamity.

[Adoption Date: 5/28/96]

[Amended Date: 10/23/12]

LEGAL REF.: ORC 3319.086

SUPPORT STAFF DEVELOPMENT OPPORTUNITIES

Support staff employees are an integral part of the Educational Service Center's total staff. Their training and development are essential to the efficient and economical operation of the Educational Service Center.

Therefore, all support staff employees shall be encouraged to grow in job skills and to take additional training which will improve their skills on the job.

Absences to attend meetings, conventions, conferences or workshops of local, State or national associations which serve to advance the welfare of the Educational Service Center through the upgrading and strengthening of the support service may be granted by the Superintendent.

[Adoption Date: 5/28/96]

[Amended Date: 10/23/12]

LEGAL REF.: OAC 3301-35-03

EVALUATION OF SUPPORT STAFF

1. All regular support staff members will be evaluated annually by their immediate supervisors.
2. The supervisor will assess the employee on the basis of work performance and abilities. Evaluation forms will be completed in triplicate. An additional narrative report will be written if necessary. The supervisor will also submit his recommendation regarding continued employment of the employee.
3. After completing the evaluation form, the supervisor will conduct a conference with the employee to discuss.
 - A. the reasons for the performance evaluation and
 - B. the areas in which work performance should be improved.
4. The supervisor and the employee will sign the evaluation form at the close of the conference.
5. One copy of the complete evaluation form will be included in the employee's personnel file; one copy will be given to the employee. The employee will have access to the evaluation reports in his personnel file.

[Adoption Date: 5/28/96]

JOB ABOLISHMENT OF NON-TEACHING STAFF POSITIONS

The procedures set forth in State law will govern the rights of employees affected directly or indirectly by the reduction whenever it becomes necessary to reduce the support staff because of reasons such as:

- return of other employees from leaves of absence
- decreased enrollment of pupils
- suspension (closing) of school buildings
- reduction in the total number of pupils of governing boards of an ESC providing services directly to pupils pursuant to an interdistrict contract due to termination or nonrenewal of such interdistrict contracts
- reduction in the total number of pupils of governing boards of an ESC not providing services directly to pupils pursuant to an interdistrict contract due to termination or nonrenewal of such interdistrict contracts
- financial reasons

Guidelines:

1. Seniority will be defined as length of time from initial governing board employment date at Wood County ESC without a break of employment. Seniority for a re-hire would be only for staff with continuing contracts and then based on seniority.
2. P.A.T.He Center (ED) and Autism Programs will be considered separate programs and abolishments will be inclusive to those programs, based on WCESC seniority. There will be no distinction between attendants and assistants in these two programs.
3. Paraprofessionals within districts:
 - a. MD, Preschool and SLD/CD paraprofessional/student attendants will be child and district specific.
 - b. MD, Preschool and SLD/CD paraprofessional/educational aides will be district specific. Seniority will be within MD, Preschool and SLD/CD programs within each district.
 - c. District “request to be hired” and district supervised paraprofessionals (non-consortium staff) will be considered a group by themselves. Each employee is considered separately. Seniority does not apply for re-hire.
4. Site Coordinator and Senior Team Leaders positions for the Community Learning Centers are created and hired specific to districts served. Each position is contingent upon available funding to support the level of programming and participation at that specific Community Learning Center location. Reduction of staff for each of these positions will be specific to the site for which the position was created. Seniority does not apply across sites or districts served.

If a position is abolished for any reason, the employee, the Treasurer's office, and the Superintendent's office must be notified in writing.

Restoration of Non-teaching Employees – OH.R.C. 3319.172

- Employees with suspended continuing contracts due to a reduction process, have a right to restoration to continuing service status when
 - a. positions become vacant or are created, and
 - b. the employee is qualified for the vacant or created position
- Employees with suspended continuing contracts do not lose the right of restoration to continuing service status if they decline a restoration position that requires fewer regularly scheduled hours of work than the employee's position prior to suspension.

A listing of paraprofessionals on continuing contract status by seniority from board hire date by the WCESC who have lost their positions due to abolishment of the position will be maintained and any new hires for the consortium will be qualified staff from that list.

Separate lists will be maintained for each separate WCESC program (MD, SLD/CD, Preschool, Autism, ED, CLC). District selected staff (#3-c under guidelines) will be considered for re-hire by the availability of district positions.

[Adoption Date: 5/28/96]

[Amended Date: 1/31/06]

[Amended Date: 5/23/06]

LEGAL REFS.: ORC 124.32; 124.321
3319.172
4141.29

File: GDPB

RESIGNATION OF SUPPORT STAFF MEMBERS

Any support staff member may terminate his contract of employment with the Educational Service Center by filing a written notice of such termination with the Treasurer of the Board 30 days prior to the effective date of termination.

Resignations should include an effective date and will be presented by the Superintendent to the Governing Board.

[Adoption Date: 5/28/96]

LEGAL REFS.: ORC 124.39
3319.081

SUPPORT STAFF SEVERANCE PAY

At the time of retirement from the Wood County ESC, a severance amount calculated by a prescribed formula applied to the employee's unused sick leave and daily rate of pay at the time of retirement from the ESC is granted to support staff employees in compliance with State law. Upon payment of severance pay, the retiring employee's sick leave accumulation is reduced to zero.

Support staff who have retired under the rules of the School Employees Retirement System are not eligible for severance pay based upon a subsequent retirement.

[Adoption Date: 6/28/2018]

LEGAL REF.: ORC 124.39

SUPPORT STAFF RETIREMENT SEVERANCE PAY

Severance pay will be on a one-time, lump sum payment to eligible employees. An employee's eligibility for severance pay will be determined as of the final date of employment. The criteria are:

1. The individual retires from the Educational Service Center.
2. Retirement is disability retirement or service retirement under any State or municipal retirement system in this State.
3. The individual must be eligible for disability or service retirement as of the last date of employment.
4. The individual must within 120 days of his last day of employment prove acceptance into the retirement system by having received his first retirement direct deposit.
5. Any individual employed must have at least 10 years of public service in Ohio.
6. Payment shall be made no later than 60 days after the application is filed and the employee's retirement is verified to the office of the Treasurer by the retirement system.
7. Such payment shall be made only once to an employee.

The amount of the benefit due an employee shall be calculated by:

1. multiplying the employee's accrued but unused sick leave by one-fourth;
2. multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule;
3. the amount of the benefit calculated in steps one and two will not exceed the value of 47 days of accrued but unused sick leave.

Receipt of payment for accrued but unused sick leave will eliminate all sick leave credit accrued by the employee.

Employees who have retired under the rules of School Employees Retirement System are not eligible for severance pay based upon a subsequent retirement.

The Governing Board pays severance pay to the estate or life insurance beneficiary of an employee eligible to retire who dies while actively employed.

No employee terminated for cause pursuant to ORC 3319.16, 3319.161 shall be eligible for such payment.

[Adoption Date: 5/28/96]

[Amended Date: 7/21/09]

[Amended Date: 6/28/2018]

SUSPENSION, DEMOTION AND TERMINATION OF SUPPORT STAFF MEMBERS

The employment of support staff members may be terminated only for violation of written policies and regulations as set forth by the Governing Board or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or any other acts of misfeasance, malfeasance or nonfeasance.

The Governing Board may also suspend an employee for a definite period of time or demote with or without pay an employee for these same reasons.

The action of the Governing Board to terminate the contract of any employee or to suspend or demote him will be done in compliance with all statutory and constitutionally mandated procedures, including the opportunity for a hearing prior to the suspension or demotion.

When the behavior is sexual harassment, the Title IX sexual harassment grievance process will be followed, if applicable, prior to imposing any discipline that cannot be imposed without resolution of the Title IX process.

[Adoption Date: 5/28/96]

[Amended Date: 10/20/2020]

LEGAL REFS.: Education Amendments of 1972, Title IX, 20 USC 1681 et seq.
ORC 124.32; 124.33; 124.34
3319.04; 3319.081; 3319.083

CROSS REFS.: ACAA, Sexual Harassment
GBQ, Criminal Records Check