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STATE EMPLOYMENT  
RELATIONS BOARD

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# MASTER AGREEMENT

BETWEEN

WOOD LANE EDUCATION  
ASSOCIATION

AND

WOOD COUNTY BOARD OF DD

JULY 1, 2012 – JUNE 30, 2015

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## ARTICLE I

### RECOGNITION

#### A. RECOGNITION

The County of Wood, Board of DD (hereinafter the "Board") hereby recognizes the Wood Lane Education Association, OEA/NEA (hereinafter referred to as the "Association") as the sole and exclusive representative of the Board's employees as hereinafter defined for the purpose of collective bargaining as defined in SERB Case No. 90-REP-05-0122.

The Board will provide a complete set of official Board minutes to the Association President within one week of official Board approval of said minutes.

#### B. BARGAINING UNIT DEFINED

Whenever the term "member" or "members" is used in the agreement, it shall mean all employees (full-time, part-time\*) within the bargaining unit as employed by the Board in any of the following classifications:

\*Part-time shall be defined as at least thirty-five (35) hours bi-weekly but less than seventy (70) hours bi-weekly.

##### School and Early Childhood Services

Instructors  
Instructor Assistants  
Language Development Specialists  
Occupational Therapists  
Certified Occupational Therapy Assistant  
Physical Development Specialists  
Children's Services Nurse

#### C. NEW POSITIONS

If the Board creates a new job classification during the life of this Agreement, the Human Resources Department shall notify the Association within fifteen (15) days and meet with the Association in an effort to agree upon an appropriate job classification designation. If the parties do not resolve any disagreement, a contested Petition for Clarification will be submitted by the Association to the State Employment Relations Board (SERB) pursuant to Ohio Revised Code Chapter 4117 to seek the addition of the classification to the bargaining unit.

#### D. HIRING PROCEDURES

When the Board makes a new hire, the Human Resources Department shall notify the Association President, in writing, within ten (10) days. Information given to the Association shall include: Name of the new bargaining unit member; position being filled; years of service credit to be given; salary placement and the date of hire.

## ARTICLE II

### BARGAINING

#### A. PROCEDURES

The parties agree that Chapter 4117 of the Ohio Revised Code shall govern the procedures of bargaining between the Board and the Association. The parties pledge themselves to bargain in good faith and in the event of failure to reach agreement, to utilize in good faith such dispute resolution procedures as outlined in this Document.

##### 1. Directing Requests

The initial request calling for negotiations shall be made by either party ninety (90) to one hundred forty (140) days prior to the expiration of the current agreement.

Requests to open negotiations from the Association will be made directly to the Superintendent. Requests from the Board will be made in writing to the president of the Association. The written request shall include: date of letter, statement of purpose for session; name, address and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time for the initial negotiations session. The requesting party is responsible for notifying SERB.

An agreement will be reached by the designated representative of the Board and the Association within five days of the request as to the time and place of the meeting which shall be held within fifteen (15) days after the request has been submitted, unless both the Board's designated representative(s) and the representative(s) of the Association agree in writing to an extension of time.

##### 2. Negotiations Sessions

The parties shall meet at the time and place established for the first negotiations session. The party requesting negotiations shall submit the initial package two weeks prior to the first session unless otherwise mutually agreed. A time and date for the next session shall be established before concluding the first and each successive negotiation session. No new negotiation items will be submitted by either side after the third negotiation session.

#### B. BARGAINING PROCEDURE

1. Bargaining in Executive Session - All bargaining sessions shall be in executive sessions, meaning: only members of the bargaining teams, consultant as provided for in this procedure, and others as mutually agreed to between the bargaining teams shall be in the room in which the bargaining session is being held. All proposals and counter proposals are to be presented in written form to promote easier discussion of issues.

2. Consultants - Either bargaining team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants.
3. Rights of the Individual - Both parties agree that no reprisal of any kind shall be taken by or against any participant in negotiations by reason of such participation. This provision shall not be interpreted to restrict the right of either party to seek administrative or judicial relief for violations of law originating from the bargaining process.
4. Caucus - Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless an extension time is mutually agreed to.
5. Scheduling - After the initial package has been placed on the table, bargaining sessions will be scheduled. An honest attempt in good faith bargaining, will be made to complete all negotiations by June 15<sup>th</sup>.
6. Media/News - Parties agree to a mutual media/news blackout until the first session with the mediator is completed.

#### C. AGREEMENT

1. When agreement has been reached, each issue shall be reduced to writing and signed by members of the professional bargaining teams and presented to the Association within ten (10) calendar days of the final session for its approval.
2. Each issue shall include the following provisions in writing:
  - a. Provisions of the agreement
  - b. Date that said provisions are to be implemented.
3. Once the issues have been approved by the Association, they shall be submitted to the Board for their consideration at its next regular or special Board meeting.
4. When ratified by the Association and the Board and the County Commissioners, the Agreement shall be signed by the President of the Association and the Chairman of the Board and a properly executed copy shall be sent to SERB within thirty (30) days.

#### D. IMPASSE

Either negotiation team may call for the selection of a mediator when it determines an impasse has been reached in the negotiation proceedings or at the expiration of the agreed to negotiations period.



The parties agree and will so notify the State Employment Relations Board (SERB) that the use of a mediator from the Federal Mediation and Conciliation Service (FMCS) shall be the parties' mutually agreed-upon dispute resolution procedure. The parties agree that mediation through the offices of FMCS shall supersede the dispute resolution procedures contained in Chapter 4117. The parties will continue mediation until agreement is reached on all issues, provided, however, that upon the expiration of the collective bargaining agreement, the Association retains the right to strike in accordance with Chapter 4117. In the alternative at impasse, the employer has the right to give a Last and Best Offer and terminate the collective bargaining agreement 10 days thereafter.

If there are any joint costs incurred during mediation, they shall be shared equally by the Board and the Association.

#### E. CONTRARY TO LAW PROVISION

1. If any section of this Agreement is rendered contrary to law by a court of competent jurisdiction, that section shall be deemed null and void to the limits prescribed by law with the remaining provisions to stay in effect. The parties will meet to negotiate a provision in a timely fashion, then the parties will submit their proposals to Advisory Arbitration. The Board retains the right to implement a new provision while the Advisory Arbitration procedure is in process.
2. In the event the determination that a section of this procedure is contrary to law and it makes other remaining sections inoperable, this shall be reason for immediate reopening of the bargaining procedure on that issue in an attempt to obtain a mutually agreeable means of making the remaining sections of the procedure operative. In the event the parties cannot agree to a new provision in a timely fashion, then the parties will submit their proposals to Advisory Arbitration. The Board retains the right to implement a new provision while the Advisory Arbitration procedure is in process.
3. Any amendments to this Agreement shall be ratified in accordance with the provisions stated in Section B of this Article.

#### F. ASSOCIATION RIGHTS

The Association shall be granted the following sole and exclusive organizational rights as the bargaining agent of the staff as they relate to employment.

1. All employees of the bargaining unit as described herein are entitled to all rights, benefits, privileges of this contract unless otherwise stated.
2. To enter into collective bargaining with the Board in accordance with provisions of this procedure.
3. The parties shall designate one bulletin board in the staff lounge for purposes of disseminating Association materials.

- a. Any materials posted on the designated bulletin board shall be signed, posted and removed by an OEA officer during non-work time.
  - b. Materials posted cannot relate to any partisan election affecting a Wood County official.
  - c. Materials posted anywhere but the designated bulletin board will be immediately removed.
4. The right to place Association communications and solicitations in the mail boxes provided each school employee.
5. The right to make Association announcements at general staff meetings, building and total staff. Announcements to be limited to a maximum of five (5) minutes at the end of staff meetings.
6. Payroll deduction of Association dues and assessments (including those dues and assessments pertaining to the Ohio Education Association and National Education Association). The deduction shall be made if allowable by the Wood County Auditor from each member's bi-weekly check, if approved by the employee in writing, but in no event less than once each month beginning each year in September or when the employee begins employment. The Board shall not be liable to the Association, the OEA or the NEA for payroll deductions of union dues and assessments for employees in unpaid status. The Board shall be notified of any increase in the amount of payroll deduction for dues and assessments no later than September 1<sup>st</sup> of each year, and failure to so notify the Board shall relieve the Board of its obligation or any liability for failure to perform a payroll deduction for the dues and assessments increase.
7. The Board and the Association shall share equally in the cost of printing this Agreement in contract form. Thirty-five (35) copies of the contract shall be printed; the Board shall receive ten (10) copies of the contract and the Association shall receive twenty-five (25) copies for distribution to members.
8. All new policies, procedures, and all revisions will be given to the Association President within fifteen (15) days of implementation by the Board.

## ARTICLE III

### MANAGEMENT RIGHTS

- A. The Association recognizes and accepts the right and authority of the Board to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as:
1. To determine the functions and programs of the Board.
  2. To determine the standards of services to be delivered.
  3. To determine the overall budget;
  4. To determine how technology may be utilized to improve the Board's operations;
  5. To determine the Board's organizational structure;
  6. To direct, supervise, evaluate, or hire employees;
  7. To maintain and improve the efficiency and effectiveness of the Board's operation;
  8. To determine the overall methods, process, means or personnel by which the Board's operations are to be conducted;
  9. To suspend, discipline, demote or discharge for just cause, lay off, transfer, assign, schedule, promote or retain employees;
  10. To determine the adequacy of the work force;
  11. To determine the overall mission of the Board as a unit of government;
  12. To effectively manage the work force;
  13. To take action necessary to carry out the mission of the department as a government unit;
  14. To establish work rules necessary for day to day operation.

The employer can develop and implement work rules. Work rules shall be reasonable and uniform in application. Not every aspect of daily work life can be reduced to writing. The Association recognizes that the employer must manage the affairs of Wood Lane School on a daily basis. Work rules shall not be established for the purpose of invalidating the specific terms of this collective bargaining agreement. The Association will be notified before new work rules are implemented except in an emergency.

The parties recognize that Board policies and practices not stated in this Agreement shall remain in effect unless altered by the employer.

The parties also recognize that federal and/or state mandates, regulations or requirements not otherwise altered in the agreement shall have full force and effect upon the parties.

- B. All other rights not expressly restricted by this contract are retained by Management.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. PURPOSE AND DEFINITIONS

1. Purpose - It shall be the purpose of this grievance procedure to build a satisfactory relationship between the parties and to secure at the lowest possible administrative level resolutions to grievances.
2. The term "grievance" is defined to mean an allegation by a member(s) of the bargaining unit that there has been a violation, misinterpretation, or misapplication of express terms of this agreement. It is not intended that the grievance procedure be used to amend or modify the express terms and conditions of this agreement, or address matters not covered by this agreement.
3. A "class action grievance" shall be a grievance that affects more than one employee in the bargaining unit.
4. A "grievant" is the employee(s) within the bargaining unit or Association initiating the grievance. When the Association files a grievance for a group of employees, or class action grievance, all employees party to the grievance shall be notified by the Association and the President or his designee shall sign the grievance form.
5. The term "days" as used in this Article shall mean work days. Work days shall not include Saturdays, Sundays, holidays, vacation days, school breaks and calamity days.
6. The term "immediate supervisor" is defined to mean the most appropriate and lowest level administrator having the authority to make a decision resolving the grievance.

On the first teacher work day, a list of all employees and their immediate supervisor (and order of designees) shall be given to each bargaining unit member. Also to be included shall be the name of the employee's department director, or such other individual as mentioned in B.2; and the superintendent designee mentioned in B.3. (Appendix A)

7. The term "superintendent" is defined to mean the individual appointed by the Board pursuant to Ohio Revised Code Section 5126.06 with the authority to employ persons, approve contracts for management employees, and approve personnel actions that involve employees in the classified civil service. The superintendent may designate, in writing, another management employee of the Board to act in his place and stead, and the acts of the duly authorized designee shall be binding upon the Board and its administrators.

## B. PROCEDURE

Appendix B shall be completed in duplicate with all signatures and dates being done in blue ink to indicate original copies. Administrator, supervisor or designee will stamp date initial receipt of form (Appendix B)

### 1. Step One - Informal Procedure

An employee having a grievance shall file the grievance by using Appendix B with the Director of Children's Services, immediate supervisor, or designee. Both parties shall work to resolve the grievance through verbal discussion, and this procedure must be initiated within twenty (20) days after the time when the grievant knew, or reasonably knew, of the incident or occurrence giving rise to the grievance.

### 2. Step Two - Formal Procedure

- a. If the grievance is not satisfactorily resolved at the informal level within ten (10) days, the formal written grievance shall be submitted to the appropriate individual designated by the Superintendent as responsible for management of the department within which the grievant works. Step Two must be filed within ten (10) days of discussion date recorded in Step One.
- b. The department director, or designee shall schedule, within five(5) days after receipt of the written grievance, a formal meeting between the grievant, and a representative of the Association to review and discuss the grievance. Within five (5) days after the formal meeting, the department director, or designee shall render a written decision as to the grievance. If the grievant is not satisfied with the decision, the grievant and the Association may pursue the grievance to Step Three of this procedure.

### 3. Step Three - Superintendent

No later than five (5) days after receipt of the department director's or designee's written decision in Step Two, the grievant and Association may pursue the grievance by submitting the grievance to the Superintendent, or his/her designee. The Superintendent or designee shall schedule a formal hearing within five (5) days following his/her receipt of the written grievance between the grievant, a representative of the Association, and the department director or designee.

Within five (5) days after the formal meeting, the Superintendent, or designee shall render a written decision as to the grievance.

#### 4. Step Four - Arbitration

- a. If the grievant is not satisfied with the decision of the Superintendent or designee issued as a result of Step 3, the grievant may, within five (5) days after receipt of the Step 3 decision request in writing of the Association's president that it submit the grievance to binding arbitration. The Association's president shall, within five (5) days after receipt of the grievant's request, review the grievance and Board responses thereto and elect whether or not to proceed to final and binding arbitration. Only the Association may determine whether to appeal to arbitration pursuant to this step.

Only suspensions beyond three (3) days or terminations shall be submitted to binding arbitration. Any other matter can be submitted to advisory arbitration. While advisory arbitration is not binding upon the parties, the parties will seriously consider the advisory arbitration recommendation.

- b. If the Board and Association cannot mutually agree upon the arbitrator to decide the dispute within five (5) days of the written request for final and binding arbitration, the parties agree to immediately file a joint request for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, Office of Arbitration Services, Washington, D.C. 20427, together with a brief statement of the issue in dispute together with a copy of this section of the collective bargaining agreement. The parties shall use the alternative strike method of selection unless they can mutually agree upon another method of selection.
- c. The arbitrator's written opinion and award must be issued within 30 calendar days after the hearing unless the parties mutually agree to an extension. The arbitrator's decision on suspensions beyond three (3) days and terminations shall be final and binding on the Board, the grievant, and the Association. The cost and expenses of the arbitrator shall be borne equally by the parties. The expenses of any non-employee witness shall be borne by the party calling the witness. The fees of the court recorder shall be paid by the party who requests one; such fees shall be split equally if both parties request a recorder, or request a copy of the transcript.
- d. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend any of the provisions of this collective bargaining agreement, not add to, subtract from, or modify the language therein in arriving at a determination of any issue presented.
- e. In those instances of an employee who is suspended, discharged or otherwise disciplined as a result of a felony conviction, including any felony sex offense conviction while in the Board's employ, such discharge or discipline will not be a permissible subject of this grievance procedure's final and binding arbitration provisions. These employees are, however, expressly permitted to avail themselves of the grievance procedure up to, but not including Step 4.

## 5. Miscellaneous Provisions

- a. The grievant shall have the right to be present at each step of the grievance procedure until such time as all evidence is taken. The grievant shall also have the right to have a union representative present at Step One's informal procedure.
- b. The grievance procedure shall be the sole remedy for employees covered by this agreement. Employees covered by this agreement shall have no appeal rights to the State Board of Personnel Review or the Department or Administrative Services.
- c. A grievance may be withdrawn at any level without prejudice and without records, but it would be considered resolved. If a grievant permits the next step in the grievance appeal process to elapse without perfecting an appeal or withdrawing the grievance, the grievance shall be considered resolved on the basis of the Board's written decision or response at the immediately preceding step.
- d. All communications regarding grievances shall be reduced to writing and hand delivered or mailed by certified mail, return receipt requested. The Board shall provide the Association with copies of all communications in the processing of grievances.
- e. The Association shall have the right to issue written grievance forms to grievant where such forms are negotiated between the parties or otherwise comport with the requirements set forth in Step 2, above.
- f. The grievant and other Board employees who are required to attend a grievance hearing, discussion or arbitration hearing during normal working hours shall incur no loss of pay or benefits.
- g. Time limits created by this grievance procedure may be extended by mutual agreement of the parties in writing.

### C. FAIR SHARE

1. The Board agrees, as a condition of employment, for the payment to the Association of a Fair Share Fee by each employee within the bargaining unit who elects not to become a member of the Association.
2. The Board will provide a payroll deduction for professional dues upon receipt of a list submitted by the Association each school year. Deductions shall be made in installments consistent with the method for payroll deductions. Staff members choosing to be fee payers shall have the fees deducted in equal installments commencing with the first pay period that follows January 15 each year for the balance of the contract year.



3. The amount to be deducted from the pay of all non-Association members within the bargaining unit employees shall be the full dues of the Ohio Education Association, unless the Association notifies the Fiscal Office to the contrary, and such deductions shall continue through the remaining number of payroll periods for the balance of the contract year that follow the January 15 date noted above.
4. Dues rates and Fair Share Fee rates shall be transmitted by the Association to the Business Administrator for the purpose of determining amounts to be payroll-deducted and the Board agrees to promptly transmit all amounts deducted to the Association.
5. The Board further agrees to accompany each such transmittal with a list of names of the bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each. Upon timely demand, non-members may appeal to the Association the payment of the Fair Share Fee pursuant to the internal procedure adopted by the Association or such non-members may submit such appeals as provided by law. The Internal Rebate Procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

## ARTICLE V

### WORK CONDITIONS

#### A. MEDICATION AND NURSING PRACTICES

All medication administration and delegated nursing tasks shall be in compliance with the Ohio Revised Code, Federal Law, and all rules and regulations promulgated by agencies provided with that responsibility under the aforementioned State and Federal Laws.

All training for Medication and Nurse Delegations and yearly update training will be given during the regular employee work day when possible. Exception may be needed in order to accommodate parent/student schedule.

Employees who fail to pass the initial test shall have the right to request and receive instruction from another trainer.

All current and future Instructors and Instructors Assistants shall take the basic training module as well as any of the training modules as developed by ODDD. All members required to complete any of the modules must pass the appropriate test(s). Members shall be allowed three (3) opportunities to pass any required training module.

Delegated nursing tasks will be taught to those members who are assigned to take training for a particular nursing task and pass the test for that task.

Members may refuse to perform any task, for which they have not been trained and certified by completing Appendix C-1. Further, members may refuse to perform any task for which they have been trained, at such time as they believe, in good faith, that there is a possible discrepancy between the procedure and the requirements of either their training, the law or both, by completing Appendix C-2. When appropriate assurance has been received from a licensed health care professional concerning the appropriateness of the procedure, the task shall be resumed. Appendix C-1 and/or C-2 must be completed each time a member is refusing to perform a task under the above conditions (Appendix C-1, C-2).

The following list of procedures represents those procedures which cannot be delegated to bargaining unit members other than a nurse:

1. Central venous catheter - dressing changes
2. Fistula care and dressing changes
3. Peritoneal dialysis and dressing changes (aseptic)
4. Mechanical respiration and ventilator care
5. Nasogastric feedings
6. Heparin lock flushes, dressing changes and reinforcements

7. Tracheostomy care, saline installation, tube changes. However, trach collar, suctioning and other regular care including replacement if dislodged, may be delegated if child is stable and based upon the recommendations of the nurse. If the tracheotomy tube has been replaced, the parent must be notified immediately.
8. Manual resuscitation bag except for first aid/life saving measures
9. Nasal suctioning - except nostril region
10. Intermittent catheterizations
11. Feedings and medication through a non-stable G or J tube or a non-stable G or J button
12. Enemas
13. Vaginal and over the counter rectal suppositories. Rectal medications will be administered for emergency purposes as ordered by a physician and specified by individual protocol.
14. Medications involving hypodermic needles – except epi-pens for first aid/life saving measures.

Forms will be developed by the Children's Services Nurse for all delegated medication administration and delegated medical tasks.

#### B. MEDICAL CONCERNS

All staff members, current and newly hired, shall attend health training to include, but not be limited to, instruction in infection control and sanitation procedures, immunizations and tests available to employees.

Members shall be offered, at Board expense, Hepatitis B Immunization in accordance with the Board's existing policy.

Board employees who have had an acute exposure to blood/body fluids shall be reimbursed for treatment expenses in accordance with the Board's existing procedure.

#### C. WORK YEAR

##### Calendar

School Calendar: The Association shall submit to the Director of Children's Services a proposed school calendar for the next school year by March 1.

1. The school calendar shall not exceed one hundred and eighty-four (184) paid contractual days and shall include: one hundred seventy-eight (178) student days per year; two (2) parent/teacher conference days; and four (4) teacher days to be apportioned as follows:
  - a. A full day for staff orientation and training prior to the arrival of students and one full day after the end of the school year for teacher workday.

- b. Two (2) in-service days shall be included and scheduled by the Board and planned by the administration. One of these two (2) in-service days may be jointly planned by the Association President or designee and the Director of Children's Services.
  - c. Orientation for any new employee will take place per Board policy.
  - d. Assistants have the option of being paid up to twenty-one (21) hours in the two weeks prior to and/or two weeks after the opening of school of each school year for the purpose of classroom setup and preparation. (This is not an overtime issue. An assistant cannot work more than a total of forty (40) hours per week.)
2. In the event of exceeding the allowable calamity day limit, after consultation with the Association, the Board shall decide when those days are to be made up.
  3. Nothing herein is intended to restrict the Board from granting additional paid times off as it deems proper.

Once a calendar has been approved by vote of the Board and if it becomes necessary to change the calendar, the Association may give its opinion of those changes to the Director of Children's Services in writing, within three (3) days of receiving a copy of the changes.

#### New Hires

1. This section covers only APE/COTA/OT/Language Development Specialist/E.I. Specialists and E.I. Assistants.
  - COTA/Nurse is on Range 9 – Level 2
2. New hires can be required to work up to 40 days under extended contract as stated in job description.
3. New hires in these classifications must accept extended days – in job description – told at hire.
4. If programmatic needs require 12 month contracts, then the Board and Association will meet to negotiate terms and conditions. Both sides retain their respective rights under ORC 4117 and the Association has the right to strike during interim bargaining if agreements are not met.
5. If an extended contract or twelve (12) month contract is going to be offered to a new hire, the current staff member has the option of accepting or declining the said contract for themselves before it is given/offered to a new hire. Notification of acceptance must be made in writing within seven (7) calendar days.

## Early Intervention Assistant (12 month)

The Early Intervention Assistant contract is for 12 months, 70 hours bi-weekly and includes three (3) personal days (21 hours), sick leave of .05769 or 4.03 hours bi-weekly. The maximum year shall not exceed 262 days. The Early Intervention Assistant (12-month position) will be paid at WLEA Instructor Assistant scale. Vacation leave will be per Board procedure.

The Early Intervention Assistant (12-month position) will not lose seniority or step placement.

The job description for Instructor Assistant – Early Intervention, Part-Time will be amended as follows: "Assumes duties of other Early Intervention/school staff in their absence when necessary and any other duties related to their position as Early Intervention Assistant as assigned by the administration.

### D. WORK DAY

Duration - The defined work day for employees shall begin at 8:30 a.m. and end at 3:30 p.m. Mondays through Fridays.

A late arrival to work is considered an unauthorized leave of absence for all employees and is subject to corrective action. There will be a bell at 8:30 a.m. and 3:30 p.m. to indicate the beginning and ending of each workday.

An employee shall not be required to attend more than one (1) hour per month of meetings, in-services, and training outside of the regular employee work day. When possible these meetings, in-service and trainings will be scheduled the 1<sup>st</sup> or 3<sup>rd</sup> Wednesdays of the month. In addition, short meetings (15 minutes or less) with the Administration or other staff members may be scheduled outside of the employee's work day. Such short meetings will only occur at the end of the school day based upon emergency need to meet.

Mandatory general staff meetings for staff members within the home building will be scheduled by the Director of Children's Services. It is understood that scheduling may not permit all Jordan Center staff (staff with full time responsibilities) to attend staff meetings, but it is expected that at least one early intervention staff member will attend the scheduled staff meetings. All Jordan Center staff are expected to attend the scheduled one-hour trainings.

Breaks - Every employee will be entitled to any combination of 30 minutes duty-free daily break in coordination with the teaching situation, student schedules and co-workers' schedule. Employees will not leave the school grounds. Break schedules will be approved by the Children's Services Supervisor.

**Calamity Days/Delayed Openings** - In the event of a declared calamity day, 9 month employees are not required to report to work. In the event of a declared school delay, 9 month employees shall be required to report at their regularly scheduled time commensurate with the delay.

**Flex Time** – It is expected that all professional staff will make every effort to attend, if necessary, home visits and/or student-related meetings scheduled outside of the normal work day in order to meet the needs of families that cannot be met during the normal work day. Early Intervention Specialists, Speech Therapist and Occupational therapist may be granted flex time for meetings they attend outside the regular work day. The Children's Services Supervisor must be informed of the meeting in advance and flex time must be taken with the pre-approval of the supervisor.

**Drug Free Policy** - Agency Policy with the understanding: Testing process will take place during employees defined work day as defined in Article V, Section (C), Work Year and Section (D), Work Day.

#### E. STUDENT PROGRESS

According to the Ohio Department of Education Model Policies and Procedures for the Education of Children with Disabilities, parents must be informed of their child's progress at least as often as parents are informed of their non-disabled children's progress.

Student progress for enrollees in preschool and school-age programs shall be reported at least quarterly throughout the school year. All progress shall be completed in written report form, with originals being submitted by teachers and specialists (OT, PT, speech, APE) to the supervisor according to the following schedule:

1<sup>st</sup> quarter – no later than one day prior to the parent/teacher conferences as scheduled on the approved school calendar;

2<sup>nd</sup> quarter – no later than Friday of the week in which the quarter ends;

3<sup>rd</sup> quarter – no later than one day prior to the parent/teacher conferences as scheduled on the approved school calendar;

4<sup>th</sup> quarter – no later than one day prior to the last day of school for students.

Interim reports may be required at the request of the supervisor.

Both parties will work together to develop the written format to be used, with final approval resting with the supervisor. Forms will be reviewed by September 30 of each year to determine if any changes are necessary.

Scheduling of parent/teacher conferences shall be completed by the classroom instructor one week in advance and shall include one evening session and a morning session the following day, for a total of seven (7) schedule hours (one full school day equivalent). Scheduling of conferences shall be completed by the classroom instructor and a list of conference times and participants shall be submitted to the supervisor one week prior to conferences. Conferences not

completed during scheduled parent/teacher conference hours shall be rescheduled during non-contact hours to the extent possible. If it is necessary to reschedule a conference during contact time, pre-approval from the supervisor is required. If the parent has not responded to attempts to schedule a conference after two documented attempts, the written progress report shall replace the conference.

A conference summary form shall be completed for each parent/teacher conference and submitted to supervisor no later than one week after the conference. In the event no conference was held, the conference summary form should be completed indicating the dates of attempts to contact the parents and the resulting outcome. All conference summaries/written reports shall become a part of the student's permanent file.

For infants/toddlers enrolled in the early intervention program, the Individual Family Service Plan (IFSP) shall be reviewed every one hundred twenty (120) days or more frequently if conditions warrant or at the family's request. The early intervention specialist(s) shall ensure that a current copy of the IFSP is maintained in the child's working file. Progress updates with parents or primary caregivers shall be conducted on an ongoing basis as a regular components of the early intervention program.

#### F. SUPPLIES, MATERIALS AND CURRICULUM

Each classroom teacher and specialist will be provided with consumable classroom supplies based on available resources.

Each classroom teacher and specialist will be allowed to submit an order for approval for special items, such as, but not limited to: switch adapted equipment, manipulative materials, unique art supplies, etc. All orders will need prior approval of the Director of Children's Services.

Based on available resources and students' needs, the Director of Children's Services will respond, in writing, to a request within thirty (30) calendar days.

#### G. DRUG-FREE WORKPLACE

The Board's procedure will remain in effect. (Appendix D)

#### H. AGENCY WIDE SUBSTANCE ABUSE TESTING (Appendix E)

The Board's procedure will remain in effect.

#### I. FITNESS FOR DUTY

The Board's existing procedure will remain in effect. (Appendix F)

J. BWC/TRANSITIONAL WORK PROGRAM (Appendix G)

Agency Policy with the understanding:

- When the injury is immediately known, the employee shall contact Human Resources to schedule an appointment with a designated Workers' Compensation physician or Ready Works Physician at Wood County Hospital within 24 hours.
- Employee will receive full pay during transitional work placement regardless of the work employee is assigned to.
- Hours worked are employees contracted hours.
- If employee does not wish to participate in the Transitional Work Program, sick leave can be utilized.
- Hours worked at a transitional position are worked around medical and therapy appointments. Clock time for these appointments are included as part of the transitional work hours, and sick leave is not deducted for the appointments.
- Ready Works is preferred over going to the emergency room due to medical services being more prompt.
- Employees are able to go to their own physician when taking the workers' compensation package with you. Personal physician must be BWC certified.
- Employees involved in transitional work are reevaluated every two weeks. Assignments can be based on individual progress/re- evaluation.
- Employees must sign HIPAA form for release of information.
- The transitional work program does have an appeal process through BWC.

K. BUILDING TOURS/VISITORS

Building Tours – Whenever possible, tours shall be conducted with two day's advance notice to the staff. The Director of Children's Services or his/her designee shall make reasonable efforts to minimize disruption of the educational process.

Visitors

1. An employee who desires to bring a visitor into the school during work hours must submit a written request to his/her immediate supervisor at least two (2) days in advance of the proposed visit. (Appendix H) For unusual circumstances, the two (2) day limit may be waived. The employee must receive approval of the request from the Director of Children's Services Supervisor before his/her visitor may enter a class. All visitors must sign in as volunteers for liability purposes. Within twenty-four (24) hours of written request, the immediate supervisor (or designee) will approve or disapprove in writing to the employee submitting the request. The supervisor (or designee) can rescind the said approval for work necessity reasons. Said reasons shall be in writing.
2. Whenever possible, employees will be given notice of impending visits.



3. An employee, upon receipt of notice of an upcoming visit, may advise his/her immediate supervisor that a visit to activities under his/her supervision would not be appropriate at that time, and may explain his/her programmatic reasons for such advice. Such comments will be considered by the Administration in scheduling visitors.
4. Employees are not permitted to bring children, family members, or others to the work place except as provided in Section 1, above.
5. Visitors may not use the pool until pool orientation is completed. (Understanding of this language means actually using the pool. Observing in the pool area is permitted.)

L. ADMISSION OF NEW STUDENTS

When a new student is accepted for enrollment, the classroom staff and specialist(s) to whom the student is assigned shall be given access to and shall review records on file prior to the first day of attendance. Whenever possible, the classroom teacher will attend the intake meeting. Specialists will be notified of the intake meeting and will attend if possible.

M. ILLNESS ON THE JOB

When an employee is injured or ill during the workday, such injury or illness shall be reported to the employee's immediate supervisor or supervisor's designee, as soon as possible. The supervisor or designee will then make arrangements for the supervision of the employee's students. When an employee is injured he/she must report to the Children's Services Nurse or a supervisor to complete a U.I.R. and worker's compensation packet.

N. PERSONAL PROPERTY REIMBURSEMENT/RESTITUTION

If a student damages or destroys an employee's personal property and the involved student has restitution addressed in an approved behavior program, restitution shall be determined within each department through the chain of command. (Appendix I)

The Board may pay 75% repair/replacement cost for eyeglass damage to an employee due to student involvement, not to exceed \$200. If the amount changes per Board policy over the life of the contract, Association members will be included.

O. COMMITTEE PARTICIPATION

Participation by employees on committees outside of the work day shall be on a voluntary basis. The Director of Children's Services reserves the right to appoint staff to committees that meet during the work day.

P. REQUIRED ACTIVITIES

Employees who are absent from required meetings, inservices, activities, etc., which are scheduled before or after the normal workday shall have responsibility to review all information from the meeting from which they were absent.

Q. TERMINATION OF VOLUNTEERS AND OBSERVERS

After consultation with the volunteer coordinator, and upon concurrence with the Children's Services Supervisor, the right to observe or to work as a volunteer may be terminated if it is determined such arrangement is not in the best interest of all parties involved.

R. NOTIFICATION OF SALARY AND ASSIGNMENT

Each employee will receive the following not later than August 15 of each year:

1. Notice of salary for the year.
2. Job assignment by classroom.

S. JOB DESCRIPTIONS

Job descriptions will be developed by the Board and shall be issued to the Association President. The Association shall have the opportunity to provide input, in writing, before new and revised job descriptions are put into effect. The parties agree that job descriptions shall not conflict with the specific terms of this collective bargaining agreement.

The Association President shall be given a copy of any new or revised job descriptions for all members of the Association's bargaining unit within five (5) days of adoption. Upon ratification of a collective bargaining agreement, the Association President shall be given a set of existing bargaining unit job descriptions.

## ARTICLE VI

### DISCIPLINE/CORRECTIVE ACTION

#### A. JUST CAUSE

No employee shall be reduced in pay or position, reprimanded (verbally or in writing), suspended, discharged or removed except for just cause. Further, no other form of disciplinary or corrective action shall be taken against any employee except for just cause.

#### B. SUMMARY STATEMENT:

The purpose of the Discipline/Corrective Action Procedure is to establish uniform guidelines and procedures regarding necessary correction action of Wood Lane Employees. Additionally, the purpose of a progressive disciplinary system is to ensure that discipline (corrective action) is imposed consistently and equitably, with a goal, not toward punishing employees, but toward correcting deficient performance and securing compliance with working rules.

#### C. SCOPE:

All employees of the Board

#### D. DEFINITIONS

1. Association Member: Board employee represented by a collective bargaining agreement.
2. Classified: A non-management employee who is an employee under civil service guidelines per Senate Bill 155 (June, 1988).
3. Day: For the purpose of disciplinary action, a day is the number of hours a person would normally have been scheduled to work on a specific date.
4. Department Director: The designated individual who by appointment maintains the first/foremost position over one of the major administrative/executive divisions of the agency as approved on the table of organization. See Appendix "A" (Table of Organization).
5. Dishonesty: Disposition to lie, cheat or defraud; untrustworthy; lack of integrity.
6. Drunkenness: The condition of a person whose mind is affected by the immediate use of intoxicating drinks or controlled substances; the state of one who is "drunk" or "high". The effect produced upon the mind or body by drinking intoxicating liquors or ingesting other intoxicating substances to such an extent that the normal condition of the subject is changed and his/her capacity for rational action and conduct is substantially lessened. State of intoxication.

7. Due Process/Due Process Conference: Pre-disciplinary procedures mandated by a collective bargaining agreement, statute-including Section 5126.23 of the Ohio Revised Code, or the United States Constitution to assess whether there is probable cause to suspend, reduce or terminate an employee. Due process entitles the employee the right to receive oral or written notice of the charges against him/her; an explanation of the employer's evidence; and an opportunity to present his/her side of the story.
8. Exempt Employee: A position of employment which is paid to the employee on a salary basis for duties and responsibilities in accordance to The Fair Labor Standards Act and the administrative regulations established by the Wage & Hour Division of The U.S. Department of Labor. Exempt positions must be classified as "Executive", "Administrative", or "Professional". An employee holding an Exempt position is not compensated at premium rates for excessive hours worked in a work week.
9. Incompetency: Lack of ability, qualification, or fitness to do things required of an employee.
10. Inefficiency: Quality of being incapable or indisposed to do the things required of an employee within reasonable standards
11. Insubordination: State of being unwilling to do the things required of an employee. Refusal to obey an order issued by the employee's immediate supervisor or other staff person having authority to direct the employee.
12. Malfeasance: Is a wrongful act which the employee has no legal right to do, or any wrongful conduct which affects, interrupts, or interferes with performance of official duty, or an act for which there is no authority or warrant of law or which a person ought not to do at all, or the unjust performance of some act, which party performing it has no right or has contracted not to do.
13. Misfeasance: The improper performance of some act which a person may lawfully do.
14. Moral: (conduct) Pertains to character, conduct, intention, social relations, etc. Pertains to or relates to the conscience or moral sense or to the general principles of right conduct. Cognizable or enforceable only by the conscience or by the principles of right conduct, as distinguished from positive law. All governmental employees are expected to conduct themselves both on and off the job in a manner which will elicit pride, confidence and respect from citizens. [Reference ORC 124:34]
15. Neglect of Duty: To omit or fail to do a thing that can be done, or that is required to be done. An absence of care or attention in the doing. An omission of a given act. A designed refusal or unwillingness to perform one's duty.

16. Non-Exempt Employee: A position of employment which does not qualify for an overtime exemption as defined by The Fair Labor Standards Act and the administrative regulations established by the Wage and Hour Division of The U.S. Department of Labor. An employee holding a non-exempt position shall be compensated for all actual worked hours in excess of 40 hours per week.
17. Nonfeasance: Non-performance of some act which ought to be performed, omission to perform a required duty at all, or total neglect of duty.
18. Pre-Disciplinary Hearing Officer (classified): A person selected by the Appointing Authority who conducts the conference and submits results of the hearing along with his/her recommendation to the Superintendent. The Hearing Officer need not be under the jurisdiction of the Board of DD.
19. Pre-Disciplinary Hearing Officer (unclassified): In situations where discipline is directed against a management employee the conference shall be held by the Superintendent. If discipline is directed against the Superintendent the conference shall be held by the members of the Board or their designee.
20. Reduction: A change in classification to one having a lower base pay range or change to a lower step within the pay range for a given classification or any decrease in compensation. If department/division is governed by a union contract, the procedures outlined in the contract shall be followed.
21. Removal: The termination of an employee's employment for the reasons outlined in section 124.34 or section 5126.23 of the Ohio Revised Code.
22. Supervisor: The individual who has been authorized by the Superintendent to oversee and direct the work of certain employees on a daily basis and who effectively recommends actions such as hiring, transfers, suspensions, promotions, discharge, rewards, lay off, recall or discipline. If department/division is governed by a union contract, the procedures outlined in the contract shall be followed.
23. Suspension: Relieving an employee from duty with or without pay.
24. Theft: The act of stealing; robbery; larceny. This shall include the theft of computer data.
25. Unclassified: A management employee as defined by SB 155 (June 1988) whose employment is not governed by civil service guidelines in relation to disciplinary hearings or contract status. Employees in management positions prior to June 1988 are grand fathered unclassified employees with continuing contract status. Those management employees hired after passage of SB 155 are unclassified employees under limited contract terms.
26. Verbal Reprimand: This is a disciplinary action. A formal reprimand(reprove) given verbally to an employee in fault and documented in which an offense is reviewed and discussed with the employee and is a statement of formal censure

imposed by the immediate supervisor. The documentation for the verbal reprimand will be placed in employee's personnel file.

27. Written Reprimand: This is a disciplinary action of a greater magnitude than a verbal reprimand. A formal reprimand for an offense which is reviewed and discussed verbally with an employee in fault and also presented to employee in written form. The documentation of written, formal censure (the written reprimand form) will be placed in employee's personnel file.

**DISCIPLINARY PRINCIPLES**

The Board believes that certain basic principles, set forth below, must consistently be applied in order to effectively and fairly correct unsatisfactory job performance or conduct.

1. Employees shall be advised of job expectations, the type of conduct that the board has determined to be unacceptable, and the penalties for unacceptable job performance or conduct.
2. Immediate attention shall be given to policy/procedure infractions.
3. Discipline shall be applied uniformly and consistently.
4. Each offense shall be dealt with objectively.
5. Discipline shall usually be progressive, but depending on the severity and type of the offense, may proceed immediately to termination.
6. An employee's immediate supervisor, component supervisor, department director, and the Superintendent shall be responsible for administering/processing discipline.
7. Supervisors are encouraged to coach or counsel their respective staff/employees as issues/concerns arise. This should be deemed as normal supervisor/employee assistance/growth. The use of the corrective action guidelines needs to be considered based on severity and type of alleged infraction.

**II. UIR/EIR**

- A. Based upon the circumstances an Unusual Incident Report may be generated by a Board employee if an action is considered unusual according to a policy/procedure, work rule and/or defined by UIR Procedure #02-ALL-ALL-0054.

- |  |  |
|--|--|
| 1. If the UIR is based within the department:  | Preferably by the end of the employee's shift                          |
| a. The UIR upon completion is forwarded to the reporter's immediate supervisor.  |  |
| b. The immediate supervisor will process the UIR to his/her supervisor and recommendations stated in the designated area.  | Immediately  |
| 2. If the UIR involved an employee from another department:  |  |
| a. The UIR is forwarded up the chain of command to the department director for his/her review and recommendation.  | Immediately  |
| B. Upon an incident where an action is considered inappropriate, and/or contrary to governing policy/procedure, work rules, an Employee Incident Report (EIR) may be initiated by the employee's immediate supervisor. The immediate supervisor completes Section 1 of the EIR. Administrative leave with pay may be authorized by the Superintendent based on the severity of the incident and pending results of evidence. | In a timely manner preferably within the same day of such an incident. |
| C. A meeting with the employee will be conducted in person. The immediate supervisor will restate the alleged incident. The employee has the opportunity to agree/disagree/receive without comment with the report as written both verbally as well as in a written format (Section II).   | As soon as possible.   |



- D. Following the meeting, the immediate supervisor completes Section III and IV. Section is based on the Standard Guidelines for Progressive Corrective Action. The EIR is then forwarded up the chain of command. As soon as possible.
1. Each supervisor reviews the EIR and states in a written fashion their recommendation in Section IV or V based on where they lie on the Table of Organization. This continues up the chain of command to the Superintendent. As soon as possible
2. If progressive corrective action is recommended the progressive corrective guidelines will be utilized.
- E. The Superintendent (Appointing Authority) has the responsibility and the authority (per the Ohio Revised Code 124.10) to make the final decision. As soon as possible.
- F. The report is forwarded back down the ranks to the department director who communicates the decision to the immediate supervisor, unless a pre-disciplinary/fact-finding conference is ordered. As soon as possible.
- G. The immediate supervisor informs the employee of the decision rendered: As soon as possible.

If a verbal or written reprimand is ordered, the immediate supervisor will complete the form and meet with the employee to discuss proactive measures that will prevent the offense from reoccurring.

As soon as possible.

### III. FOR ASSOCIATION MEMBERS

Association members of bargaining unit(s) shall be entitled to a pre-disciplinary meeting with supervisor before any disciplinary action is recommended. Association members shall be entitled to representation at said meeting. The purpose of the meeting is to allow the employee an opportunity to refute the charges against him/her.

### IV. FOR ALL EMPLOYEES

- A. At any time through this process honest and direct discourse is encouraged. Pre-disciplinary conferences are designed for the benefit of employees.
- B. The original EIR, the reprimand or any other course of discipline (if initiated) are placed in the employee's personnel file.
- C. The employee may choose to request an expungement of certain records according to Procedure #02-ALL-ALL-0325 HR.

## REFERENCES:

UIR Procedure #02-ALL-ALL-0054  
Policy #01-ALL-ALL-0064 Progressive  
Correction Action  
Ohio Revised Code – 12:34, 5126.23  
SB 155  
Expungement Procedure #02-ALL-  
ALL-0325 ADM  
Black's Law Dictionary  
Drug Free Work Place Procedure #02-  
ALL-ALL-0287  
Med Error Procedure #02-RES-ALL-  
0323  
Ohio Attorney General's Office  
"Employment Law News", Fall 1996  
Substance Abuse Testing Policy #01-  
ALL-ALL-0082  
Substance Abuse Testing Procedure  
#02-ALL-ALL-0499

## EMPLOYEE INCIDENT REPORT

### SECTION I

Employee's Name: \_\_\_\_\_

Employee's Classification/Title: \_\_\_\_\_

Place/Location of Incident: \_\_\_\_\_

Date and Time of Incident: \_\_\_\_\_

Persons involved (other than the employee) and/or witnesses: \_\_\_\_\_

\_\_\_\_\_

Description of the Incident: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Circumstances that may have lead to the incident: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of person making the report

\_\_\_\_\_  
Date

### SECTION II

Employee Statement:

I have read the above statement and:

☐ Agree with the report as written

☐ Disagree with the report and wish to make the following statement:

☐ Received without comment

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**SECTION III:** Review of Employee Incident Report and Minutes of Meeting

Date and Time of Review: \_\_\_\_\_

Summary of Discussion: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SECTION IV:** Post Meeting

Supervisor/Supervisors Conclusion and Recommendation (cite policy, rule or law violated):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List all previous corrective action(s):

\_\_\_\_\_  
\_\_\_\_\_

X \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**SECTION V:** Department Head Comments and Recommendation

\_\_\_\_\_  
\_\_\_\_\_

X \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature of Superintendent Date

\_\_\_\_\_  
Approved Disapproved

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Section VI:** Pre-Disciplinary Conference

Date and Time of Pre-Disciplinary Conference: \_\_\_\_\_

In Attendance: \_\_\_\_\_

Hearing Officer's Recommendation: \_\_\_\_\_

Final Disposition: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**WOOD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES  
AND  
Standard Guidelines for Progressive Corrective Action**

OFFENSE	NEGLECT OF DUTY CORRECTIVE ACTION		
FAILURE TO FOLLOW POLICY OR PROCEDURE. A failure that is not deliberate, to follow Board policy or procedure, or any other administrative regulation or law.	1 <sup>st</sup> OFFENSE Verbal reprimand 4 <sup>th</sup> OFFENSE 4-20 day suspension	2 <sup>nd</sup> OFFENSE Written reprimand 5 <sup>th</sup> OFFENSE Removal	3 <sup>rd</sup> OFFENSE 1-3 day suspension
WILLFUL FAILURE TO FOLLOW POLICY OR PROCEDURE. A deliberate or willful failure to follow Board policy or procedure, or any other administrative regulation or law.	1 <sup>st</sup> OFFENSE Written reprimand 4 <sup>th</sup> OFFENSE Removal	2 <sup>nd</sup> OFFENSE 3-10 suspension	3 <sup>rd</sup> OFFENSE 10-20 day suspension
ENDANGERMENT BY FAILURE TO FOLLOW POLICY OR PROCEDURE. A deliberate or willful failure to follow Board policy or procedure, or any other administrative regulation or law whereby the safety of other persons is thereby endangered	1 <sup>st</sup> OFFENSE 3-10 suspension or removal	2 <sup>nd</sup> OFFENSE 3-20 day suspension	3 <sup>rd</sup> OFFENSE Removal
WILLFUL IDLENESS/LOAFING. Deliberate failure to work or complete assigned duties.	1 <sup>st</sup> OFFENSE Written reprimand	2 <sup>nd</sup> OFFENSE 3-10 suspension	3 <sup>rd</sup> OFFENSE 10-20 day suspension
SLEEPING ON DUTY	1 <sup>st</sup> OFFENSE 3-20 day suspension	2 <sup>nd</sup> OFFENSE Removal	
INEFFICIENCY. Failure to carry out and complete work assigned as directed, in an appropriate manner. Employee's work quality and quantity of work is poor.	1 <sup>st</sup> OFFENSE Verbal reprimand 4 <sup>th</sup> OFFENSE 4-20 day suspension	2 <sup>nd</sup> OFFENSE Written reprimand 5 <sup>th</sup> OFFENSE Removal	3 <sup>rd</sup> OFFENSE 1-3 day suspension
INCOMPETENCY. An inability on the part of the employee to perform assigned work, as required by the job description.	1 <sup>st</sup> OFFENSE Verbal reprimand 4 <sup>th</sup> OFFENSE 4-20 day suspension	2 <sup>nd</sup> OFFENSE Written reprimand 5 <sup>th</sup> OFFENSE Removal	3 <sup>rd</sup> OFFENSE 1-3 day suspension

**WOOD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**Standard Guidelines for Progressive Corrective Action**  
**NEGLECT OF DUTY, continued**

**OFFENSE**

**CORRECTIVE ACTION**

**TARDINESS.** Occurs when employee reports to their work site one (1) to five (5) minutes after the scheduled start of his/her shift/day and/or has returned from an approved break period one (1) to five (5) minutes after the scheduled/appointed/appropriate return to work time.

Tardiness will influence work history and will be monitored and cited in combination with other offenses necessitating corrective action.

**LATE ARRIVAL.** Occurs when an employee reports to a work shift six (6) or more minutes after the scheduled appointed/appropriate return to work time.

More than four (4) late arrivals in a calendar year OR more than 120 minutes in a calendar year (whichever comes first) OR any late arrival of 60 minutes or more constitutes first offense.

1<sup>st</sup> OFFENSE  
Verbal reprimand  
or written reprimand.  
4<sup>th</sup> OFFENSE  
Removal

2<sup>nd</sup> OFFENSE  
Written reprimand or 1-3  
day suspension

3<sup>rd</sup> OFFENSE  
4-20 day suspension or  
removal.

If an employee has met or exceeded the above stated criteria for late arrivals within a calendar year, the late arrivals will become a permanent part of the work history and may be used in connection with future corrective actions.

**ABSENCE WITHOUT LEAVE (AWOL).** Occurs when an employee does not report to work for regularly scheduled shift and does not call in for one (1) or two (2) days (no show/no call).

1<sup>st</sup> OFFENSE  
Written reprimand  
Or 1-20 day suspension or removal.

2<sup>nd</sup> OFFENSE  
Removal

3<sup>rd</sup> OFFENSE

Occurs when an employee does not report to work habitually for regularly scheduled shift or does not call in for 3 or more work days in succession (no show/no call).

1<sup>st</sup> OFFENSE  
Removal

Any employee who absents himself/herself from duty, habitually or for three or more successive duty days, without leave without notice to his supervisor of the reasons for such absence may be subject to removal for Neglect of Duty under provisions of Section 124.34 ORC.

This rule does not require an Appointing Authority to initiate removal action if he/she determines it unwarranted nor does preclude removal action for a shorter period of absence if the absence is of sufficient seriousness. The determination as to what constitutes a serious situation shall be made by the Appointing Authority of the Agency concerned based upon the conference/hearing. [Reference Ohio Administrative Code: 123:1-31-03].

**PRIVACY VIOLATION**

Any use of disclosure of Protected  
Information not allowed by policy – a  
Violation of HIPAA Privacy Regulations

1<sup>ST</sup> OFFENSE  
Written reprimand  
1-3 day suspension

2<sup>ND</sup> OFFENSE  
1-10 day suspension

3<sup>RD</sup> OFFENSE  
1-30 day suspension  
or removal

# WOOD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

## Standard Guidelines for Progressive Corrective Action

### NEGLECT OF DUTY, continued

OFFENSE	CORRECTIVE ACTION		
<i>PATTERNED USE OF SICK LEAVE:</i> whereby A pattern is established over a given period of Time regarding frequency, days, or shift of Reported illness/injury that cannot be corroborated	1 <sup>ST</sup> OFFENSE Verbal or written reprimand	2 <sup>ND</sup> OFFENSE Written reprimand	3 <sup>RD</sup> OFFENSE 1-3 day suspension
<i>EXCESSIVE USE OF SICK LEAVE:</i> whereby the amount of total scheduled time not worked due to reported illness/injury (excluding Workers Comp; Family Medical Leave Act, approved leaves) generally exceeds 5% in a given quarter.	4 <sup>TH</sup> OFFENSE 4-20 day suspension or removal		



WOOD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES  
Standard Guidelines for Progressive Corrective Action

INSUBORDINATION

OFFENSE	CORRECTION ACTION		
Improper conduct. Failure to accept authority or supervision; disobedience (abusive language, lack of cooperation argumentative, disrespect of authority), where safety of persons/property is not thereby endangered.	1 <sup>st</sup> OFFENSE Written reprimand or 1-3 day suspension 4 <sup>th</sup> OFFENSE Removal	2 <sup>nd</sup> OFFENSE 1-10 day suspension	3 <sup>rd</sup> OFFENSE 10-20 day suspension or removal
ENDANGERMENT BY IMPROPER CONDUCT Failure to accept authority or supervision; disobedience (abusive language, lack of cooperation, argumentative, disrespect of authority) whereby the safety of persons or property is endangered.	1 <sup>st</sup> OFFENSE 3-20 day suspension	2 <sup>nd</sup> OFFENSE Removal	

WOOD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES  
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ENROLLEE ABUSE/NEGLECT

OFFENSE

CORRECTIVE ACTION

<p>VERBAL ABUSE/PHYSICAL ABUSE OR MISTREATMENT/NEGLECT OF ENROLLEES, including failure to report such acts of other employees whether or not the health, safety and welfare of enrollees is jeopardized.</p>	<table border="0"> <tr> <td>1<sup>st</sup> OFFENSE</td> <td>2<sup>nd</sup> OFFENSE</td> <td>3<sup>rd</sup> OFFENSE</td> </tr> <tr> <td>written reprimand or 1-20 day suspension or removal</td> <td>20 day suspension or removal</td> <td>Removal</td> </tr> </table>	1 <sup>st</sup> OFFENSE	2 <sup>nd</sup> OFFENSE	3 <sup>rd</sup> OFFENSE	written reprimand or 1-20 day suspension or removal	20 day suspension or removal	Removal
1 <sup>st</sup> OFFENSE	2 <sup>nd</sup> OFFENSE	3 <sup>rd</sup> OFFENSE					
written reprimand or 1-20 day suspension or removal	20 day suspension or removal	Removal					

Definitions to reference offense

<p>ABUSE, may include, but is not limited to: physical, verbal, emotional, neglect, violation of individual rights, and loss of dignity.</p>	<p>AGGRAVATION OF ABUSE – Any withholding of knowledge concerning an incident of alleged abuse and/or neglect.</p>
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<p>PHYSICAL ABUSE – Any physical action sexual assault which results in the physical or mental injury of an individual. Any use of physical force necessary to prevent an individual from injuring himself/herself or another person shall constitute physical abuse.</p>	<p>UNAUTHORIZED USE OF RESTRAINT – Violations of the use including restraints as outlined in the Behavior Management POLICY/PROCEDURES and the Restraint Procedure.</p>
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VERBAL ABUSE – Any verbalization DIRECTED toward an individual which is inappropriate and unnecessary for programmatic and therapeutic use and/or subjects the individual to humiliation or degradation.

EMOTIONAL ABUSE – Creating a fearful and threatening environment around an individual in a verbal or nonverbal manner shall constitute emotional abuse.

NEGLECT – Abuse of any sort this caused or promoted by the absence of action.

VIOLATION OF RIGHTS – Undue restrictions and/or unreasonable denial or privileges, activities or rights of an individual.

UNAUTHORIZED USE OF MEDICATION – Any use of medication which has not been authorized by a licensed physician or DDS, or the prescription of any medication by a physician which does not improve the therapeutic levels of medication, and which is not in accordance with reasonable standards of the profession.

**WOOD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
Standard Guidelines for Progressive Corrective Action

**FAILURE OF GOOD BEHAVIOR**

**OFFENSE**

**CORRECTIVE ACTION**

DISCOURTEOUS TREATMENT OF THE PUBLIC – Employee acts or reacts inappropriately in a public setting or situation	1 <sup>st</sup> OFFENSE Written reprimand Or 1-3 day suspension	2 <sup>nd</sup> OFFENSE 10-20 day suspension	3 <sup>rd</sup> OFFENSE Removal
INTENTIONAL FALSIFICATION – statements to supervisors, investigators, or officials. Any falsification of record, or fraud on applications or timesheets	1 <sup>st</sup> OFFENSE 3-20 day suspension or Removal	2 <sup>nd</sup> OFFENSE Removal	
BRINGING ON TO BOARD PROPERTY AND ORDNANCE (weapons, ammunition, equipment) or any other item which could be interpreted as a deadly weapon that could endanger the safety of persons or property (or be used to inflict bodily injury).	1 <sup>st</sup> OFFENSE 30 day suspension	2 <sup>nd</sup> OFFENSE Removal	
LOSS OR SERIOUS DAMAGE TO PROPERTY Through employee's negligence	1 <sup>st</sup> OFFENSE Written reprimand or 1-3 day suspension may include employee restitution	2 <sup>nd</sup> OFFENSE 4-20 day suspension may include employee restitution	3 <sup>rd</sup> OFFENSE Removal may include employee resti- tution
INTENTIONAL DESTRUCTION OF PROPERTY	1 <sup>st</sup> OFFENSE 3-20 day suspension or Removal may in- clude employee restitution	2 <sup>nd</sup> OFFENSE Removal may include employee restitution	
THEFT – any act of thievery (Stealing, robbery, larceny).	1 <sup>st</sup> OFFENSE 3-10 day suspension or Removal may in- clude employee restitution	2 <sup>nd</sup> OFFENSE Removal may include employee restitution	
SOLICITATIONS – any solicitations made by Staff to enrollees for personal gain.	1 <sup>st</sup> OFFENSE Written reprimand 1-3 day suspension	2 <sup>nd</sup> OFFENSE 4-20 day suspension	3 <sup>rd</sup> OFFENSE Removal
FIGHTING – any act of physical violence	1 <sup>st</sup> OFFENSE 3-20 day suspension or Removal	2 <sup>nd</sup> OFFENSE Removal	
CREATING A DISTURBANCE among fellow Employees (harassment, threats, or abusive language).	1 <sup>st</sup> OFFENSE Written reprimand or 1-3 day suspension	2 <sup>nd</sup> OFFENSE 4-20 day suspension	3 <sup>rd</sup> OFFENSE Removal

# WOOD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

## Standard Guidelines for Progressive Corrective Action

### FAILURE OF GOOD BEHAVIOR, continued

#### OFFENSE

#### CORRECTIVE ACTION

IMMORAL CONDUCT – Any act or deed contrary to good morals and which is harmful or adverse to public welfare according to standards of a given community as expressed in law or otherwise.

1<sup>st</sup> OFFENSE  
20 day suspension  
or Removal

2<sup>nd</sup> OFFENSE  
Removal

#### DEFINITIONS/BASE TO REFERENCE OFFENSE:

IMMORAL: Contrary to good morals, inconsistent with the rules and principles of morality, inimical to public welfare according to the standard of a given community.

IMMORAL CONDUCT: That (conduct) act or deed which is willful, flagrant, or shameless, and which shows a moral indifference to the opinions of the good and respectable members of the community 124 O.R.C.

SEXUAL HARASSMENT VIOLATIONS – initiating or creating specific activities constituting sexual harassment in the workplace as prohibited by Title VII and state fair employment laws.

1<sup>st</sup> OFFENSE  
Written reprimand  
Or 1-3 day suspension  
or Removal

2<sup>nd</sup> OFFENSE  
4-10 day suspension  
or Removal

3<sup>rd</sup> OFFENSE  
Removal

#### Definitions to reference offense:

##### SEXUAL HARASSMENT

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature.

##### HOSTILE ENVIRONMENT HARASSMENT

Behavior that creates an intimidating, abusive, hostile, or offensive working environment or interferes with job performance.

##### "QUID PRO QUO" HARASSMENT

Conditioning job benefits or detriments on submission or resistance to sexual advances.

**WOOD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**Standard Guidelines for Progressive Corrective Action**

**FAILURE OF GOOD BEHAVIOR, continued**

**OFFENSE**

**CORRECTIVE ACTION**

**DRUG/ALCOHOL VIOLATIONS**

In conjunction with corrective action the appointing authority may require the employee who violates the terms of the policy/procedure to satisfactorily participate in a drug/alcohol, rehabilitation program approved by the Board and/or Appointing Authority at the employee's expense.

	1 <sup>st</sup> OFFENSE	2 <sup>nd</sup> OFFENSE	3 <sup>rd</sup> OFFENSE
1. Bringing onto Board operated property any controlled substance as defined by law (narcotic or alcohol).	1-20 day suspension	1-20 day suspension	Removal
2. Drinking intoxicating beverage or using controlled substance while on duty or on Board premises/property.	20 day suspension or removal	Removal	
3. Reporting to duty intoxicated or under the influence of a controlled substance.	20 day suspension or removal	Removal	
4. Any sale or distribution of any controlled substance on Board premises.	Removal		
5. Failure of obligation to report drug or alcohol convictions, per procedure #02-ALL-ALL-0287 (ADM), 01-ALL-ALL-047.	1-20 day suspension	Removal	
6. Failure to satisfactorily complete a mandated, rehabilitation program.			
7. Inefficiency and/or incompetency due to failure to be fit for duty due to residual effects of use/abuse of alcohol or drugs.	Removal		
8. Failure to follow policy/procedure for prescription/non-prescription drug use.	Written reprimand Or 1-3 day suspension.	1-20 day suspension	Removal
9. Convictions outside the workplace: drug and alcohol/any controlled substance.	Written reprimand or 1-3 day suspension	1-20 day suspension	Removal
Open container			
DUI/PAC	Written reprimand, Or 1-3 day suspension.	1-10 day suspension or removal	Removal
Driving Under the influence			
Prohibited Alcohol Content	Written reprimand, Or 1-3 day suspension.	1-20 day suspension or removal	Removal
Possession	Written reprimand, Or 1-3 day suspension.	1-20 day suspension or removal	Removal

WOOD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES  
Standard Guidelines for Progressive Corrective Action

FAILURE OF GOOD BEHAVIOR, continued

OFFENSE	CORRECTIVE ACTION		
	1 <sup>st</sup> OFFENSE	2 <sup>nd</sup> OFFENSE	3 <sup>rd</sup> OFFENSE
DRUG/ALCOHOL VIOLATIONS, continued			
Manufacture	Removal		
Trafficking/sale/distribution	Removal		
Illegal age for consumption	Written reprimand Or 1-3 day suspension.	1-20 day suspension or removal	Removal
Fictitious ID	Written reprimand, Or 1-3 day suspension.	1-20 day suspension	Removal
Disorderly conduct while intoxicated	Written reprimand, Or 1-3 day suspension.	1-20 day suspension or removal	Removal
Contributing to underage consumption	Written reprimand, Or 1-3 day suspension.	1-20 day suspension	Removal

FORM ALL-ALL-01-43

## **VERBAL REPRIMAND RECORD**

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Offense: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Violation of: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Action to be taken to correct offense: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Corrective action taken - Verbal Reprimand

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

cc: Superintendent  
Personnel File

TO: Name of Employee \_\_\_\_\_ Date \_\_\_\_\_

FROM: Supervisor \_\_\_\_\_  
Department Head \_\_\_\_\_

RE: Letter of Reprimand for \_\_\_\_\_  
Offense \_\_\_\_\_

On \_\_\_\_\_ (date) \_\_\_\_\_, \_\_\_\_\_ (explain offense in detail) \_\_\_\_\_

\_\_\_\_\_. This is a violation of \_\_\_\_\_ (cite the rule, regulation, policy, etc.)  
\_\_\_\_\_

You previously received correction action on the following dates:  
\_\_\_\_\_  
\_\_\_\_\_ (if appropriate) \_\_\_\_\_

After giving full consideration to all of the facts in your case, you are hereby reprimanded for this current infraction.

Please be advised that this is a serious violation and must be corrected immediately to prevent more severe disciplinary action. It is your responsibility to be aware of the current rules, regulations, policies and procedures and comply with them.

You may improve by: \_\_\_\_\_ (give suggestions here) \_\_\_\_\_



## ARTICLE VII

### LAYOFF - BUMPING RIGHTS - RECALL

- A. The procedures in the Article supersede those in the Ohio Revised Code Section 124.321, et.seq. Layoffs and recall shall be conducted solely in accordance with this Article.
- B. When it becomes necessary, due to a lack of work or funds, the abolishment of positions, or the abolishment of positions as the result of reorganization of the program, to reduce the number of positions in the Bargaining Unit, Management shall determine in which classification the layoffs are to occur.
- C. Layoff is a decision to reduce the present number of employees in their existing job classifications. Layoffs are not a form of discipline. Job reassignments and other temporary actions by the Board are not layoffs. A layoff becomes effective at the end of the working day named in the written layoff notice.
- D. The Board agrees to provide a twenty-one (21) day written advance notice to the Association prior to the effective date of layoff.
  - 1. In the event of a layoff, the affected employees shall receive a notice fourteen (14) calendar days prior to the effective date of layoff.
- E. It is understood that if layoffs are occurring within an extended contract position (i.e., a twelve-month position), such affected employees, according to seniority, shall have the right to bump into a nine (9) month position they are qualified for. Layoffs will be made only within the following affected classifications according to seniority.
  - 1. Instructors.
  - 2. Instructor Assistants
  - 3. Language Development Specialist
  - 4. Occupational Therapist
  - 5. Certified Occupational Therapy Assistant
  - 6. Physical Development Specialist
  - 7. Children's Services Nurse
- F. If an employee is laid off, he or she shall retain accumulated seniority for eighteen (18) months from the time of actual layoff provided he or she has completed the initial probationary period.
- G. Seniority is defined as the uninterrupted length of continuous service with the Board computed from the first paid day of work. An employee shall have no seniority for the probationary period, but upon completion of the probationary period seniority shall be retroactive to the first paid day of work.
  - 1. An employee's seniority becomes frozen at the time the layoff becomes effective.

2. An employee whose employment is terminated by resignation, retirement or removal shall cease to have any seniority rights under this collective bargaining agreement thirty days (30) after receipt of notice by the employer.
  3. An employee on an authorized leave of absence without pay will have their seniority frozen at the time the leave of absence becomes effective. An employee can be granted up to a maximum of one (1) year's seniority credit under this Article for any combination of use of accrued sick leave, approved leave without pay for sick leave purposes and extended professional leave.
- H. If two or more staff members are equal in seniority within the same classification, the following criteria will be applied in numbered sequence until the tie is broken. The more senior staff member is:
1. The date of letter sent by superintendent/appointing authority confirming employment.
  2. The one who has the greater number of years of actual classroom experience in that classification in Ohio's accredited and/or chartered schools.
  3. The one who has the greater number of years of actual classroom experience in non-Ohio accredited and/or chartered schools.
  4. The flip of the coin.
- I. Employees may displace (bump) the least senior employee in the same classification provided that the employee has more seniority than the employee displaced and is presently qualified to perform the work and can perform all duties, functions and responsibilities of the job description immediately. This will continue until the last employee in the classification has been reached.
1. Employees who wish to displace (bump) into another position in accordance with this section must notify the Employer, in writing, of such intent within five (5) calendar days of receipt of the layoff notice.
- J. All laid off employees who qualify for substitute employment shall be placed on the agency's roster. This list may only be used for periods of employment not expected to last more than thirty (30) consecutive days. For employment expected to last more than thirty (30) consecutive days, the Employer shall use the recall procedure.
- K. While on layoff, an employee will have the option to remain an active participant in the State Teachers Retirement System (STRS) or the Public Employee Retirement System (PERS).
- L. When Management decides to fill a position vacated by layoff, eligible Bargaining Unit members shall be recalled in the inverse order in which they were laid off. It is the responsibility of the laid off Bargaining Unit members to keep the Board informed of his current mailing address and telephone number (Appendix G, page 92).

M. Employees who fail to respond to a written notice of recall sent to the Bargaining Unit member's last known address as listed with the Employer, sent by certified mail, return receipt requested, within seven (7) days shall be terminated. Failure of a Bargaining Unit member to notify the Board within seven (7) days of the returned receipt or notice of refusal of the certified mail shall constitute a forfeiture of that Bargaining Unit member's right to recall.

In the event of a certified illness or certified injury, the employer will grant an additional thirty days before requiring the recalled employee to report to work.

- N. If recalled, the employee shall have the right to the same contract status, seniority level, total sick leave accumulation, and any other benefits of employment that had accrued to the employee prior to layoff (minus any hours paid through a severance program).
- O. The employee shall have the right to any and all insurance benefits provided for by COBRA.

## ARTICLE VIII

### INDIVIDUAL RIGHTS

#### A. EMPLOYEE PROBATIONARY PERIOD

Instructor Assistants hired at any time after the signing of the initial collective bargaining agreement must serve a one (1) year probationary period. Said probationary period shall be defined as 184 contractual days. Unpaid leaves of absence for any purpose during said 184 contractual day time period shall be excluded from time computations.

Instructor Assistants can be removed during their probationary period from employment without just cause and without recourse or rights under this collective bargaining agreement.

Instructors, Specialists, Nurses, or other certificated/licensed staff hired at any time after the signing of the initial collective bargaining agreement must serve a two (2) year probationary period. Said probationary period shall be defined as two (2) complete academic school years incorporating a minimum of 120 school days in each academic year.

Instructors, Specialists, Nurses, or other certificated/licensed staff can be removed from employment without just cause and without any recourse or rights under this collective bargaining agreement during or at the conclusion of the first academic year.

Instructors, Specialists, Nurses, or other certificated/licensed staff can be removed during or at the conclusion of the second academic year for just cause.

#### B. TRANSFER/VACANCY/PROMOTION

The term promotion, for the purposes of this Article, shall mean the act of placing an individual in a position within the bargaining unit which carries higher salary than that previously held.

Whenever the employer determines a job vacancy exists and the employer determines to fill said position, then the employer will both post and advertise for said opening according to Board practice. The employer can re-post and/or re-advertise as necessary. The vacancy(ies) shall be included in all employee's pay envelope during all school recesses so long as this does not delay or alter the posting process. The following factors can be utilized in considering applicants:

1. Education and training
2. Experience
3. Work Record
4. Disciplinary Record
5. References and Recommendations

6. All Appropriate Requirements & Minimum Qualifications
7. The ability to perform the job.

The position shall be awarded to the individual who best meets the criteria outlined in the above.

No employee within the Bargaining Unit shall be temporarily assigned to duties of a position with a higher pay range unless they volunteer, are qualified, and paid at the higher rate they are entitled to. Once such a person fills a vacancy at the higher rate of pay, that employee remains at that rate of pay during the duration of that assignment and has all other contractual rights for that position. This applies only to long-term substitute positions of more than fifteen (15) school days.

During the term of this contract, a temporary or substitute employee shall not be utilized to permanently replace a Bargaining Unit employee.

If the employee is temporarily assigned to the duties of a position with a lower pay rate, in no event shall he be paid at a rate less than his permanent classification.

Involuntary transfer shall not mean a permanent change in an employee's classification without the employee's consent. The employee may request, in writing, a meeting with the Director of Children's Services or his designee to discuss the reason for the transfer. No employee shall be involuntarily transferred to a position for which the employee does not hold certification/licensure.

The Association President will be given a copy of any posting of Bargaining Unit positions at the time of posting.

Not later than July 1, Bargaining Unit employees will be given, in writing, their tentative assignment for the next academic year. Said assignments are tentative due to changing enrollee demographics, staff resignation, and other circumstances. It is required the Bargaining Unit employees give written notice to the Director of Children's Services of their non-return to the school for the next academic year. Lack of notification by a Bargaining Unit employee by July 10 of non-return or the employee does not return, the Board may recommend to the appropriate Body, the suspension of all teaching certificates and licenses for a period of one (1) year.

### C. EVALUATIONS

The purpose of a performance evaluation is to provide a systematic and routine method of communicating to the employee the judgment of his/her supervisor as to the quality of the employee's job performance. This process should be directed toward reinforcing good performance and effectuating improved performance.

Evaluation of an employee shall be conducted by a supervisor. In the event an employee performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. Any and all information gathered over the course of a year will be used to complete the performance evaluation.

Each bargaining unit member will receive a copy of the current evaluation instrument and self-appraisal form during the first week of school. The criteria and methods used by the Board to evaluate an employee's work performance shall be relevant to the responsibilities and qualifications set forth in the employee's job description and the standards of conduct required by the Board.

Observations/Evaluations of Employees shall use the following techniques.

1. a. The performance of all continuing employees shall be evaluated annually. Evaluation procedures shall include one formal and any number of informal observations of classroom or work station performance by the evaluating supervisor. Other factors that shall be considered in the evaluation process may include: attendance record, cooperative working relationships with staff and parents, required paperwork, written input from the teaching partner and other significant events associated with job duties. The evaluation shall also include a self-appraisal piece. This form, which allows the employee to provide positive input regarding their accomplishments, trainings, and goals, will be attached to the evaluation form and will become a part of the employee's personnel file. The contents of the self-appraisal will not be negatively reflected in the evaluation. (Appendix J) Each employee will meet with their supervisor to discuss the performance evaluation by April 15th unless extenuating circumstances exist.
- b. Employees in their initial year of employment shall be formally observed twice during the school year, prior to the midpoint and prior to the end of their probationary period. Follow-up conferences shall be held after each observation. The evaluation shall consist of these two formal observations and the other components as described in 1a.
2. The employee shall be notified of the formal observation no later than twenty-four (24) hours prior to the day of the observation. Classroom teachers and specialists shall provide the supervisor with a schedule for the day, including lesson plans, goals, and objectives by 9:00 AM on the day of the formal observation.
3. Formal or informal observations shall be conducted at the job site during the hours on duty.
4. Written reports based upon formal observation are to be given to the employee for review within ten (10) working days following the formal observation. A follow-up conference shall be conducted after the written report is received if either party requests such a meeting.
5. All Performance evaluations shall note strengths and areas for growth. Any area which is deemed unsatisfactory/in need of improvement shall include supporting rationale. Such items shall be discussed during the evaluation conference and the supervisor and employee will work together to develop a plan of action.

6. The employee shall have opportunity to submit written objections to the contents of his or her evaluation within five (5) working days after the employee has received a copy of the evaluation. The written objections are to be attached to the evaluation.
7. Audio and/or video recordings can be used as evaluation/observation tools with 24 hour prior notice to the employee.
8. Unannounced observations may be conducted by the supervisor or the Director of Children's Services. A follow-up conference may be requested by either party but is not required.
9. All evaluations shall be confidential. This does not preclude the use of evaluation documentation for purposes of disciplinary action.
10. Only procedural compliance with this Article, and not the contents of any evaluation, is subject to the grievance procedure, save and except where the Board may initiate a progressive corrective action (e.g. verbal or written warning, suspension, etc.) based upon inefficiency, incompetency or any other offense charged as a result of unsatisfactory performance derived from the evaluation process.

#### D. EVALUATION RECORDS

All evaluation records, including the results of observations and follow up conferences shall be in triplicate. An original is to be placed in the employee's file. A copy is to be retained by the employee and supervisor. All records are to remain confidential to the extent permitted by law.

All written evaluation records shall contain the date and signatures of the evaluating supervisor and employee. The employee's signature shall be prefaced by the following: "I hereby acknowledge receipt of this document."

#### E. CERTIFICATIONS/LICENSURE

In order to be eligible for employment, an employee must possess any valid certificate(s), registration(s) or license(s) required for his/her position by the Ohio Department of Education, Ohio Department of Mental Retardation and Developmental Disabilities, or other appropriate certifying bodies. Each employee is responsible for maintaining a valid certificate(s), registration(s) and/or license(s) on file with the Superintendent's office.

Any employee shall be provided with the requested information within twenty-four (24) hours of access to any and all certificates registrations or licenses the employee has on file with the Board.

## F. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. The Committee will consist of all professional staff required to hold a five (5) year professional license issued by the Ohio Department of Education for their current teaching position. Those members would include the following: instructors in Preschool, Primary, Intermediate, Junior and Senior classrooms, the Adapted Physical Education specialist, the Director of Children's Services and the Children's Services Supervisor.

The Director of Children's Services or his/her designee shall serve as the Chairperson. The LPDC shall establish the scope of the committee. The Director of Children's Services shall determine the frequency, time, and place of meetings. Each member shall have equal voting privileges.

Implementation of any professional development plan shall be the responsibility of the individual bargaining unit member.

2. The responsibility of the Local Professional Development Committee will be to fully implement S.B. 230 and H.B. 770. The LPDC will review college course work, continuing education units (CEUs), workshops, in service, or any activity that could be used for professional growth credit which will apply to certification and license renewal using the current licensure requirements. Individual Professional Development Plans and any other activities related to Certification/Licensure are not related to teacher evaluation.

Whenever an administrator's course work plan is being discussed or voted upon, the Local Professional Development Committee shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

3. After educators have exercised their grace renewal under the 1987 Standards, they must begin to work with the LPDC to develop an approved Individual Professional Development Plan (LPDP) to complete the requirements needed when transition to a five year professional license is in order.
4. As found in Ohio's Teacher Education and Licensure Standards, the educator will be allowed to appeal the decision of the LPDC. This process will allow the educator the opportunity to meet with the LPDC in person to discuss the IPDP and to discuss his/her case.

After the reconsideration process has taken place, if the LPDC and the educator are still unable to come to an agreement, a three person appeals panel will be developed. This panel will consist of one licensed educator mutually selected by the LPDC; one licensed educator selected by the appealing employee, and one licensed educator agreed upon by the above two will review the LPDC decision and either uphold it or overturn it. If a state appeal process is in existence, the employee will also have the right to use the state appeal process.



5. The committee will adopt standards and bylaws/governance by majority vote and shall establish the number of continuing education units to be awarded to each member serving on the LPDC. The initial assumption will be hour for hour CEU credit for serving on the LPDC.

#### G. ENTRY YEAR PROGRAM

Wood Lane School is a part of the Wood County Entry Year Program and will follow all guidelines of that program for Entry Year Teachers (EYT) and Mentors. The program and assessment examination utilized in the Entry Year Program is used exclusively for Ohio Department of Education licensure purposes and does not replace the Board evaluation procedure described in Article VIII C (Evaluations).

A qualified Mentor will be paid \$600 when mentoring an EYT employed by the Board. The EYT and Mentor must participate in all trainings required through the Wood County Entry Year Program. The Board will assume the cost of these trainings, including release time.

Within eight (8) weeks of the initial start of the Entry Year Program, an Entry Year Teacher will be granted another Mentor if such request is made. A new Mentor, if available, will be assigned within two weeks of such a request.

The Mentor may work with only one EYT at a time. Consideration may be given to allow the Mentor to work with more than one EYT if that EYT is a Board employee and there is no other qualified Mentor available. This will be considered on a case by case basis and requires the approval of the Director of Children's Services. In the event the Mentor does work with more than one EYT, he/she will be paid an additional \$600.

The Mentor shall maintain confidentiality in all interactions, written or verbal, with the EYT. No information will be given to Administration regarding the EYT assessment and the Mentor shall not participate in any formal or informal Board evaluation of an EYT. Whatever the outcome of the Entry Year Program assessment, the Board may exercise its rights under Article VIII A (Employee Probationary Period).

If the Wood County Entry Year Program ceases to exist, the parties will meet to explore alternatives.

#### H. PERSONNEL FILES

An official personnel file shall be maintained for all bargaining unit employees. The official personnel file shall be used for all purposes under this collective bargaining agreement. Such files shall include, but not be limited to:

1. Name
2. Permanent and current address, phone number and person to notify in case of an emergency.
3. Job description, classification and title as established by the Board.
4. Cumulative records of sick leave and vacation if applicable.

5. Record of permanent or temporary certification/license as applicable.
6. Record of physical examinations.
7. Record of inservice training.
8. Personnel action forms (disciplinary and corrective actions).
9. Annual performance evaluations signed by the Children's Services Supervisor and Director of Children's Services and by the employee indicating the employee's awareness of the evaluation.

All medical records shall only be released pursuant to applicable law and regulation.

Each item in the file shall be dated as to its entrance therein and as to the date when such item was made, if known, except routine financial or demographic material. The member shall receive a copy when the entry is made. No anonymous letter, report, or communication shall be included in the employee's personnel file.

Suspensions of three (3) days or less shall be expunged after twenty-four (24) months. All other disciplinary documents placed in the file shall be automatically expunged upon employee request per Board procedure. (Appendix K)

Any disciplinary action taken related to client neglect, abuse or an alcohol/drug offense will not be removed from the disciplinary file.

The examination of a bargaining unit employee's file shall be limited to authorized administrative personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review. Routine file maintenance shall not require any sign-off.

Upon written request to the Human Resources Coordinator or her/his designee, and a courtesy copy to the Children's Services Supervisor, each member of the bargaining unit shall be granted full access to her/his personnel file within twenty-four (24) hours. During such examination the employee may be accompanied by a person of her/his choice. A management representative shall be present during the review of the employee's file. If the member so desires, he/she shall be provided with one (1) copy of any item in her/his file, except: references and transcripts.

Copies Provided: At the time of issuance, the bargaining unit member shall be given a copy of any disciplinary action, evaluation, complaints, letters of merit, or commendations which are placed in the personnel file.

Disputes: If a unit member disputes the accuracy, relevance or timeliness of any material in his/her file, he/she may request that it be removed by the Superintendent or designee. If the Superintendent does not authorize the removal of the document, then the employee may attach a written rebuttal to the questioned material.

Confidentiality: Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected with the Board's management system, except with the written consent of the employee affected.

Non-discrimination: The Board and the Association are cognizant that professional qualifications are not impaired by virtue of religious beliefs, race, color, creed, national origin, sex, marital status, sexual orientation, or handicap. Therefore, the Board and the Association shall not engage in any discriminatory practices regarding employment, conditions of employment, transfer, promotion, or compensation on the basis of religion, race, color, creed, national origin, sex, marital status, sexual orientation or handicap.

The Board shall not discriminate against employees because of membership or non-membership in the Association or participation in Association activities, and the Association agrees to fairly represent all employees regardless of Association membership.

No reprisal shall be taken against an employee by reason of his utilization of any procedure or activity provided for in this agreement or in any existing personnel policy.

#### I. PAY PERIODS AND PAY CHECK AND/OR PAY STUBS DISTRIBUTION

There are normally twenty-six (26) pay periods per year, except in years in which a twenty seventh (27) pay period is in effect. All employees are paid every other Friday under a two (2) week delayed pay system. Employees will be advised of any deviation of the payday (ex. due to a holiday).

Paychecks shall be distributed no later than 1:00 p.m. Paychecks and stubs not picked up at the end of the business day of pay day will be mailed at no cost.

Employees who designate someone other than themselves to pick up their paycheck must provide a written, signed statement for the release of the paycheck. The individual designated to pick up an employee's paycheck will be requested to produce proof of their identification, together with the written statement from the employee.

Direct deposit of payroll is an option available to employees in accordance with the Auditor's policy. Direct deposit stubs will be mailed at no cost to the employee.

In the event a scheduled pay day falls on a holiday or day the school is closed, the pay checks shall be distributed or mailed, as provided above.

Pay advances of any kind are not permitted.

Questions regarding an employee's paycheck are to be referred to the payroll office for resolution.

Checks will not be held in the payroll office beyond thirty (30) days from issuance. Checks will be returned to the County Auditor's office after thirty (30) days.

J. PAY STUB INFORMATION

The pay stub of each employee shall reflect, in addition to all required deductions for city, state, and federal taxes, including withholding taxes; deductions for Association dues and assessments; and, any payroll deductions, upon individual written authorization, for the Wood County Credit Union, tax-sheltered annuities, and any other deductions permitted by law.

**ARTICLE IX**  
**LEAVE POLICIES**

**A. SICK LEAVE**

1. Employees shall be eligible for a maximum of eleven (11) days of sick leave per academic year based upon actual contract days and shall be credited for hours actually worked and/or in active pay status. Unused sick leave shall be cumulative without limit. Sick leave for 224 days and 12 month employees will be accrued per Board procedure.
2. Each newly hired employee is eligible for a total of 5 days of advanced sick leave during the first 120 calendar days of employment. During this 120 calendar day period an employee may request sick leave based upon the 5 day advance amount however, the allowable amount which is advanced will be pro-rated to allow for the employee's accrued sick leave earned and the sick leave which has been requested ad/or previously used. Sick leave which has been advanced will be deducted from the employee's subsequent accumulation. An employee who separates with an advanced sick leave balance shall have that monetary amount which was advanced deducted from their last paycheck. Should the employee's final paycheck be less than the amount owed to the Board for advanced sick leave reimbursement in full will be required upon separation.
3. Uses - Upon approval of The Director of Children's Services or the Appointing Authority, the employee may use sick leave for the following reasons:
  - a. A stated illness, injury, or a medical condition of the employee.
  - b. Illness, injury, or a medical condition of a member of the employee's immediate family whereas the employee's presence is reasonably necessary for the health and welfare of the affected family member.

Definition of immediate family: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step mother, step father, or step children, foster children, legal guardian, or person who stand in place of a parent (loco parentis).

- c. Death of an immediate family member; Sick leave shall be limited to 5 working days, unless approved by the Appointing Authority.

Death of a friend; Bargaining unit members may use available personal leave days to attend the funeral of a friend or a family member excluded from the contractual definition of a family member. In the event personal leave has been exhausted, up to three (3) sick leave days total per school year can be used to attend the funeral of a friend or a family member excluded from the contractual definition of a family member.

- d. Sick leave use which has been recommended in writing to the employer by a licensed physician for exposure of an employee to a contagious disease which could be communicated and jeopardize the health of other employees and consumers.
  - e. Examination and/or treatment of the employee or his/her immediate family, including medical, psychological, dental, or optical examination by an appropriate licensed practitioner.
4. An employee who is absent for more than three (3) consecutively scheduled work days or seven (7) calendar days (whichever is less) shall have their physician complete a Fitness for Duty form before returning to work. However, the Director of Children's Services and/or the Appointing Authority reserve the right to request a Fitness for Duty form justifying the use of any sick leave per Section (b) below.
- a. Falsification of either a written signed statement of sick leave use or physician's statement for use of sick leave shall be grounds for disciplinary action, including removal.
  - b. The employer may require medical verification and/or take disciplinary action if chronic use of sick leave, excessive use of sick leave, or abuse of sick leave is suspected. Examples would be patterned use of sick leave, consistent one day sick leave usage, limited amount of sick leave on books without prior medical verification. The employer will counsel employees and notify the Association President before taking any disciplinary action per this Section.
- Another example would be patterned use of sick leave used the day before, or the day after a Personal Leave Day/Holiday/School Closing.
5. For each day an employee is unable to report to work and who is not on a previously approved day of vacation, sick leave, personal leave, or other leave of absence, he/she shall be responsible for notifying his/her school supervisor or designees one and one-half (1-1/2) hours prior to the employee's scheduled work time, unless a bona fide emergency condition prevents such notification in which case notification must be made as soon as practical to do so.
6. When an employee is injured, ill, or has a family illness, death or other emergency during the workday, such illness/injury shall be reported to the employee's school supervisor. If necessary, arrangements for substitution of employee responsibilities will be made available.
7. For each day or half of a day that a teacher or teacher assistant is absent, a reasonable attempt to hire a substitute will be made.
8. A reasonable attempt will be made to schedule non-emergency medical and dental appointments outside of the work day.

## B. SICK LEAVE DONATION

Board Sick Leave Donation Procedure. (Appendix L)

## C. PERSONAL LEAVE

After ninety (90) days of service, an employee is eligible for personal leave according to the following: 1) nine month employees – 2 days; 2) twelve month and 224-day contract employees – 3 days.

Eligible employees hired between November 1 and February 28 (29 in leap year) of the fiscal year shall have their personal leave time prorated. Twelve month employees and 224-day contracted employees shall have two (2) days and nine month employees shall have one (1) day.

Eligible employees hired between March 1 and March 31 of the fiscal year shall have their personal leave prorated. Twelve month employees and 224-day contracted employees shall have one (1) day and nine month employees shall have no (0) days.

Personal leave is a benefit, not an entitlement and members are encouraged to use it as needed throughout the year, being mindful that it is important for regular staff to be present in the classroom during IEP times and end-of-the-year activities.

A personal leave day which occurs on a calamity day declared by the Superintendent of the Board will not be charged to the employee.

A personal leave day may be used in “whole, half day or hourly” increments.

The Director of Children's Services reserves the right to restrict the number of employees in a classification from using personal leave on any given day.

Personal leave shall not be cumulative. Any personal leave which has not been used during an academic year shall no longer exist.

Employees who have exhausted all available sick leave shall have personal leave time automatically deducted to prevent a leave without pay status.

The use of a personal leave day will require a minimum seven (7) calendar days' notice and approval by the Director of Children's Services. In an emergency, the Director of Children's Services may waive the seven (7) days advance notice requirement.

## D. PROFESSIONAL LEAVE DAYS

1. Employees may be granted a maximum of three (3) days of professional leave with pay per academic year, one of which may be used for Association Leave. The employer reserves the right to approve additional professional leave days.

2. Employees are granted professional leave so that the level of program standards are continually challenged by new ideas, concepts, etc. An employee may request professional leave for those conferences, workshops, seminars which both employer and employee agree will be an enriching/enhancing experience.
3. The employer may require an employee to attend conferences, workshops, seminars, which are felt to be in the best interest of the employee, as well as beneficial and/or necessary for the continuation of programming excellence. Registration fees for conferences which are required by the employer will be fully reimbursed.
4. Employees shall provide a seven (7) calendar days request to attend any conference, workshop, etc., which is to be considered for a Professional Leave Day.
5. Reimbursement shall be based upon the following schedule:
  - a. Registration fees shall be limited to \$100.00 per elective conference, workshop, or seminar. However, additional amounts may be approved. Registration fees for conferences which are required by the employer will be fully reimbursed. Registration fees may be prepaid by Board Purchase Order if requested by the member and accepted by the provider agency.
  - b. Lodging expenses may be reimbursed if conference, workshop, or seminar is two (2) days in length and the location is more than eighty-five (85) miles from Bowling Green, Ohio. Lodging which is shared will be pro-rated to reimburse only the employee's shared cost. Lodging may be prepaid by board purchase order if requested by the member.
  - c. Meal expenses shall be reimbursed at the Board rate. If the amount changes per Board policy over the life of the contract Association members will be included.

Breakfast	\$ 7.00
Lunch	\$10.00
Dinner	\$20.00

Reimbursed meal expenses shall be for the employee only, and shall not include alcoholic beverages, food and/or sales tax, tip or gratuity.
  - d. Auto mileage may be reimbursed at the Board rate. If more than one employee is attending the conference, workshop, seminar, etc., only one (1) employee shall be reimbursed for mileage per full vehicle. Shared ride arrangements are to be made between the affected employees.
  - e. Within ten (10) calendar days of return from a conference, workshop, seminar, etc., the employee shall file a summary report and expense report with their supervisor for approval by The Director of Children's Services. Any reimbursable expense which does not include a detailed receipt will not be



processed according to the established practices of the Wood County Auditor.

- f. If an employee is a presenter at a conference, etc., and a stipend is offered, the employee shall give the stipend to the Board unless the employee is on an approved personal leave day, leave without pay, or non-work day. Rather than receiving a stipend, an employee can negotiate the stipend in return for the cost of registration and/or hotel/motel accommodations.
- g. The Board shall not reimburse expenses incurred by an employee granted Professional Leave to attend Association meetings, conferences or functions.
- h. Deviations of the above may be approved by the Superintendent upon written request.

#### E. EXTENDED PROFESSIONAL LEAVE

1. An unpaid leave of absence, if requested, may be granted to any bargaining unit member for any unusual professional opportunity, subject to the approval of the Superintendent, if all of the following conditions are satisfied:
  - a. The employee will have held a professional position with the Board for a minimum of five (5) consecutive years.
  - b. The employee shall submit a detailed plan for such unusual professional opportunity, in writing, indicating how the leave is to be spent, including an explanation of how it will improve the employee's professional effectiveness and contribute to his/her professional growth within the Wood Lane School.
  - c. The Superintendent approves the plan as submitted after determining the plan serves the best interests of the Board and the employee for professional growth and development.
2. Maximum leave shall be for one (1) calendar year, beginning with the first day or after the Board adopted calendar and ending before or on the last day of the same Board adopted calendar year.
3. No more than two bargaining unit employees will be permitted to be on extended professional leave at any one time unless approved by the Board.
4. The same employee may utilize this leave only once every seven (7) years.
5. Employees returning from extended professional leave shall be returned to the same or similar assignment and classification they held prior to taking such leave.
6. A bargaining unit member returning from extended professional leave shall be placed on the salary scale he/she should have attained had he/she remained in the Board's employ without leave.

## F. UNPAID LEAVES OF ABSENCE

If an employee has exhausted all available leave, the Superintendent may grant a leave of absence to an employee for a maximum duration of six (6) months for any personal reasons of the employee. Such leave may not be renewed or extended beyond six months.

A leave of absence due to a disability may be granted up to two (2) years. The two (2) year limitation on an approved leave of absence shall begin the first day of injury and/or illness without regard to pay status. Disability leave requests shall be accompanied by a letter from the employee's physician who has recommended the disability leave.

An unpaid leave of absence may be granted for a maximum period of one (1) year for the purpose of education, training, or specialized experience which would be of benefit to the Board by improved performance at any level.

The authorization of a leave of absence without pay is a matter of administrative discretion. The Superintendent will decide in each individual case if a leave is to be granted.

Except for emergencies, employees will submit their request to the Director of Children's Services sixty (60) days prior to commencement of the desired leave. The granting of any leave of absence is subject to the approval of the Superintendent with the exception of educational leave which also requires approval of the Board.

No leave, which is a combination of paid and unpaid leave of absence shall at any time exceed two (2) years.

Upon completion of a leave of absence, the employee may be returned to their former position, or to a similar position if available. If the employee's former position no longer exists RIF (reduction in force) shall be initiated upon reinstatement of the employee from leave.

An employee may return to work before the scheduled expiration of leave if requested by the employee and approved by the Superintendent. An employee who fails to return to work upon expiration of their leave will be subject to disciplinary action, up to and including removal.

An employee on leave of absence without pay does not earn sick leave.

For purposes of longevity, time spent on an unpaid leave beyond thirty (30) days shall not count in determining length of service.

An employee requesting an unpaid leave of absence may choose three (3) options relevant to their health and/or dental insurance:

- a. Cancellation of health and/or dental insurance coverage with an option for reinstatement in accordance to reinstatement guidelines of the Board's insurance(s) contract.
- b. If the employee elects to keep their insurance coverage, he/she shall pay the Board in advance for 100% of their Health, Dental and/or Life (per the regulations of Insurance Carrier) insurance monthly premium (based upon a pro-rated daily rate). Failure by the employee to pay in advance constitutes administrative authority to cancel coverage immediately. If a cancellation of the employee's insurance occurs due to employee negligence the employee may not re-enroll until the Board's next open enrollment period provided the employee has rectified any indebtedness.
- c. For an unpaid leave of more than thirty (30) days the employee may elect to continue coverage(s) through COBRA. If the employee fails to pay their premium to the Administrator of COBRA their insurance will be automatically canceled.

#### G. MILITARY LEAVE OF ABSENCE

Upon receipt of a written request and a photostatic copy of an employee's military service orders, an employee officially called to duty in the Armed Services of the United States, or the auxiliaries thereof, shall be granted an unpaid military leave of absence.

For the purposes of seniority and placement on the salary schedule, absence in the service of the armed services of the United States or the auxiliaries thereof, shall count as though service to the agency has been performed.

Within ninety (90) days of an honorable discharge the employee must apply in writing to the Superintendent for reinstatement of employment. Requests for reinstatement must be accompanied by a photostatic copy of the employee's honorable discharge/release. Within thirty (30) days of receipt of an acceptable reinstatement request, the employee shall be reinstated to their previous position.

An employee on an unpaid military leave shall not earn sick leave.

#### H. COURT LEAVE

Court leave with pay shall be granted to an employee summoned for jury duty during normal working hours by a Federal, State, or any other local court of competent jurisdiction.

Court leave with pay shall be granted to employees subpoenaed to appear before any court or other body authorized by law to require attendance of witnesses during normal working hours where the employee is not a party to the action.

Employee must present proof of required attendance for court leave with leave request. Absence for court leave shall not be charged to sick leave or personal leave time.

Any compensation or reimbursement, except food/lodging allotments, received related to this section (i.e., Court Leave) must be remitted to the Personnel Services Department when such duty was performed during normal working hours.

Return to work is mandated when the services of an employee is not required for the employee's entire work day/schedule.

#### I. BWC HEARINGS

An employee who is the claimant before the Bureau of Worker's Compensation for a Board-related claim, and who is scheduled to work at the time of the scheduled hearing or examination, shall be granted leave with pay for purposes of attending such hearing or examination during normal working hours.

#### J. ASSAULT LEAVE

The purpose of assault leave is to provide benefits and restitution, inclusive of compensation to those employees of the Board who have been physically injured by a consumer in an assault and battery incident and to establish rules for the entitlement, crediting and use of assault leave.

Association members shall be entitled to assault leave according to Board procedure. (02-ALL-ALL-0315 [HR]; Assault and Battery Leave – Appendix M)

#### K. FAMILY AND MEDICAL LEAVE ACT

Bargaining unit members shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 in accordance with Board policy current as of July 1, 2009. The Board portion of the insurance premiums will continue to be paid by the Board whenever the employee is on active pay status (Physician Certification - Appendix N)

## ARTICLE X

### FRINGE BENEFITS

- A. The parties agree that all eligible Association members will have the benefits of health, dental and life insurance as offered to the Agency by the Board.
- B. It is agreed that all terms, conditions and provisions as applicable to all eligible Board employees will be the same for all eligible WLEA members.
- C. It is agreed that the Board will provide an informational meeting for WLEA members regarding insurance coverage.

D. SECTION 125

The bargaining unit members are eligible to participate at their own cost in this benefit in the identical manner as all other agency employees.

E. LIFE INSURANCE SCHEDULE OF BENEFITS

Agency Policy

F. LIABILITY POLICY

Agency Policy

G. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Board shall provide and members shall be enrolled in a Board provided employee assistance program, for members and their dependents. Confidential counseling may include alcohol/drug dependency or abuse, financial or legal difficulties, family or marital conflicts, increased personal stress, emotional or behavior difficulties. The employee assistance program is intended to help employees and their families obtain confidential and professional guidance with personal problems that may affect their health and/or job performance. The EAP shall provide initial short-term counseling at no cost to the employee. If more intensive services are needed, the employee assistance program will refer individuals to service providers who offer long-term treatment.

H. TUITION REIMBURSEMENT

Per Board Procedure – See Appendix O

I. SICK LEAVE/SEVERANCE/RETIREMENT

Per Board Procedure – See Appendix P

## ARTICLE XI

### SALARIES

#### A. INSTRUCTOR/SPECIALIST SALARY PLACEMENT

1. Level I relates to instructor/specialist with a bachelor's degree and appropriate certification/licensure.
2. Level II relates to instructor/specialist who has completed 150 semester hours or 225 quarter hours of cumulative coursework and holds a bachelor's degree.
3. Level III relates to instructor/specialist with a master's degree from a recognized college or university.
4. Level IV relates to instructor/specialist with a master's degree and 24 semester hours which are related to the instructor/specialist position description.
5. Each new instructor/specialist shall be credited with placement upon receipt of satisfactory evidence on the appropriate academic training level.
6. All credited training shall be from an accredited college or university.
7. Instructor/specialist who wish to take additional training which would qualify him/her for salary Level IV must have those hours meet the following criteria. All hours must be graduate level courses unless otherwise approved by the Director of Children's Services. Classes taken for credit on the salary schedule must be job related, in the field of education or education administration and approved by the Director of Children's Services.
8. Instructor/specialist who have completed additional training which would qualify him/her for a higher salary level shall provide satisfactory evidence of completion of such training by the 15<sup>th</sup> day of September.
  - a. Instructor/specialist who provide satisfactory evidence by the 15<sup>th</sup> day of September will have their salary adjusted appropriately retroactive to their first day of service of the current school year.
9. Instructor/specialist who have completed additional training after the 15<sup>th</sup> day of September but on or before the 31<sup>st</sup> day of December of a calendar year, which would qualify him/her for a higher salary level shall provide satisfactory evidence of completion of such training no later than the 15<sup>th</sup> day of January.
  - a. Instructor/specialist who provide satisfactory evidence by the 15<sup>th</sup> day of January will have their salary adjusted appropriately at the beginning of their 14<sup>th</sup> pay period of the current school year.

10. Satisfactory evidence shall mean an official transcript verifying completion of academic training from a recognized college or university. The transcript shall be sent directly to the payroll department coordinator.
11. Newly employed instructor/specialist shall be given a total of not more than ten (10) years of service in accordance to ORC Section 3317.13 and 5126.05. The Superintendent may approve additional years of service.
12. Instructor/specialist will be given credit for salary purposes with full school years of experience. A full school year is at least one hundred twenty (120) days.
13. All personnel actions and salary placements are based on the review of the Superintendent.
14. The nurse will be paid at Agency scale – Range 9 – Level II. The contract is for 12 months, 70 hours bi-weekly and includes 3 personal days (21 hours). Vacation and sick leave will be accrued per Board procedure. The maximum year shall not exceed 262 days.
15. COTA will be paid at Agency scale – Range 9 – Level 2.

**B. SALARY**

1. All current bargaining unit members will receive a 2% increase on their current salary for the 2009-2010 school year.
2. All bargaining unit members will receive the agency increase, as determined by the Board, for the 2010-2011 and 2011-2012 school year.
3. The starting salary schedule for new staff (see Attachment A) will be in effect through the 2009-2010 school year.

## ARTICLE XII

### NO STRIKE/NO LOCK OUT

The employer agrees not to lock out employee per Ohio Revised Code 4117.

The Association and its members agree that there shall be no strike, slow-down, work interruption or other job action during the life of this Collective Bargaining Agreement.

Both the OEA as an organization and the local union president shall take responsibility to immediately enforce this Article and get bargaining unit employees back to their job duties.



## ARTICLE XIII

### TOTAL AGREEMENT

The parties agree that this agreement represents the total understandings between the parties subject to management's rights protected under Article III of this Agreement.

## ARTICLE XIV

### DURATION

This Agreement shall be in effect from 12:00 a.m., July 1, 2012, to 12:00 midnight, June 30, 2015. Either party can re-open the contract no sooner than 90 days prior to the expiration.

The parties agree by signature and official action of the two sides that this Agreement shall be in effect for the above-mentioned time constraints.

Date 6/18/12

Date 5/7/12

For the Board

For the Association

Joseph M. Catalano  
President

Mark Schuman  
President

Stacy L. Litcher  
Superintendent

[Signature]  
Negotiations Committee Member

Ross France  
Director of Children's Services

Amanda Clark  
Negotiations Committee Member

[Signature]  
Children's Services Coordinator

Melissa Steel  
Negotiations Committee Member

Janet Hayward  
Children's Services Early Intervention  
Coordinator

[Signature]  
Board Labor Relations Consultant

## RANGE 1

## Level 1

Nine Month

Years of Experience

Starting Wage

BASE 0-4 years

\$30,505

MID 5-9 years

\$36,301

MAX 10+

\$42,097

## Level 2

Nine Month

Years of Experience

Starting Wage

Base 0-4 years

\$31,664

MID 5-9 years

\$38,223

MAX 10+

\$44,781

## Level 3

Nine Month

Years of Experience

Starting Wage

BASE 0-4 years

\$33,403

MID 5-9 years

\$40,724

MAX 10+

\$48,045

## Level 4

Nine Month

BASE 0-4 years

\$34,166

MID 5-9 years

\$41,792

MAX 10+

\$49,418

## RANGE 1

## Level 1

224 Days

Years of Experience

Starting Wage

BASE 0-4 years

\$37,137

MID 5-9 years

\$44,192

MAX 10+

\$51,248

## Level 2

224 Days

Years of Experience

Starting Wage

BASE 0-4 years

\$38,548

MID 5-9 years

\$46,532

MAX 10+

\$54,517

## Level 3

224 Days

Years of Experience

Starting Wage

BASE 0-4 years

\$40,664

MID 5-9 years

\$50,877

MAX 10+

\$58,491

## Level 4

224 Days

Years of Experience

Starting Wage

BASE 0-4 years

\$41,593

MID 5-9 years

\$50,877

MAX 10+

\$60,161

**RANGE 3**

## Level 1

Years of Experience

Starting Wage

BASE 0-4 years

\$11.90

MID 5-9 years

\$12.84

MAX 10+

\$14.20

**RANGE 9**

## Level 2

Years of Experience

Starting Wage

BASE 0-4 years

\$16.51

MID 5-9 years

\$17.96

MAX 10+

\$19.41

TABLE OF ORGANIZATION  
per  
CURRENT TABLE

This table is to be updated yearly and passed out on the teachers' first work day.

## WOOD LANE GRIEVANCE PROCEDURE

Grievance # WLEA \_\_\_\_\_

Submit copies to:

1. Administration
2. Association Representative
3. Grievant

## GRIEVANCE REPORT

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**STEP 1**  
**INFORMAL PROCEDURE**

Date received: \_\_\_\_\_

Signature of person receiving grievance form: \_\_\_\_\_

- A. Name of Grievant \_\_\_\_\_
- B. Date Grievance Discussed \_\_\_\_\_
- C. Date of incident giving rise to grievance \_\_\_\_\_
- D. Person(s) who discussed at Step 1 \_\_\_\_\_
- 

**STEP 2**  
**FORMAL PROCEDURE**

- A. Date written grievance submitted to department director/component director:

\_\_\_\_\_

- B. Written grievance submitted to \_\_\_\_\_

- C. Name of Grievant \_\_\_\_\_

Job Title \_\_\_\_\_ Class Grievance (yes or no) \_\_\_\_\_

Department \_\_\_\_\_ Immediate Supervisor \_\_\_\_\_

- D. Article(s) or Section(s) violated \_\_\_\_\_
- 
-

E. Brief statement of facts involved in the grievance \_\_\_\_\_

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F. Remedy Sought \_\_\_\_\_

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G. Signature of Grievant \_\_\_\_\_

Date Signed \_\_\_\_\_

Signature of Association Representative \_\_\_\_\_

H. Date of Formal Meeting \_\_\_\_\_

I. Person(s) in attendance \_\_\_\_\_

J. Department Director's Decision \_\_\_\_\_

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Department Director's Signature \_\_\_\_\_ Date \_\_\_\_\_

Grievant: Date Received Director's Decision: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_



**STEP 3  
SUPERINTENDENT**

- A. Date grievance submitted in writing to the Superintendent \_\_\_\_\_
- B. Date formal grievance hearing scheduled for \_\_\_\_\_
- C. Date Superintendent's written decision submitted to grievance \_\_\_\_\_

Superintendent's Comments/Decision:

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Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_

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**STEP 4  
ARBITRATION**

- A. Date Association President submitted grievance for Arbitration \_\_\_\_\_
- B. Signature of Association President \_\_\_\_\_
- C. Advisory \_\_\_\_\_ Binding \_\_\_\_\_

APPENDIX C-1

REFUSAL TO PERFORM DELEGATED NURSING DUTIES

APPENDIX C-1 SHALL BE COMPLETED IN DUPLICATE WITH ALL SIGNATURES AND DATES COMPLETED. BARGAINING UNIT MEMBER SHALL RETAIN ONE COPY, ADMINISTRATION SHALL RETAIN THE OTHER COPY.

I, \_\_\_\_\_ believe in good faith that  
(staff name)

I have not been trained and certified, therefore I am recording my belief that there is a problem in giving medication to or performing the following task/procedure on \_\_\_\_\_ on \_\_\_\_\_ for the reasons listed below:  
(student's name) (date/time)

**Task/procedure not performed:**

**Explanation of reasons:**

\_\_\_\_\_  
(staff signature/date/time)

**INTERVENTION PROCEDURE OF NURSING STAFF:**

\_\_\_\_\_  
(nurse signature/date/time)

**ADMINISTRATIVE INTERVENTION:**

\_\_\_\_\_  
(Administrative Supervisor signature/date/time)

APPENDIX C-2

APPENDIX C-2 SHALL BE COMPLETED IN DUPLICATE WITH ALL SIGNATURES AND DATES COMPLETED. BARGAINING UNIT MEMBER SHALL RETAIN ONE COPY, ADMINISTRATION SHALL RETAIN THE OTHER COPY.

I, \_\_\_\_\_ believe in good faith, that there is/has been a possible discrepancy between the procedure and the requirements of ~~either my~~ training, the law or both on \_\_\_\_\_ on \_\_\_\_\_ for the  
(date/time) (student's name)  
reasons listed below:

\_\_\_\_\_  
(staff signature/date/time)

INTERVENTION OF NURSING STAFF:

\_\_\_\_\_  
(nurse signature/date/time)

ADMINISTRATIVE INTERVENTION:

\_\_\_\_\_  
(Administrative Supervisor signature/date/time)

## Wood County Board of Developmental Disabilities

## POLICY

Policy #: 01-ALL-ALL-0047  
 Effective Date: 10-10-89  
 Person Responsible: Human Resources Coordinator

Subject: Drug Free Workplace  
 Last Revision: 09-01-09

Approvals/Date:

*Deanne Stuchbery* 9/10/09  
 Superintendent, WCBDD Date

*Mark K. Hane* 9-1-09  
 Board President, WCBDD Date

The following definitions will apply:

**Controlled Substance** - Including but not limited to any narcotic drug, cocaine, or any of its derivatives, hallucinogenic drug, amphetamine, barbiturate, marijuana and alcohol, or any other substance defined as such in Chapters 3719 and/or 2925 of the Ohio Revised Code and specifically ORC. 3719.01 (D), 3719.40 and 3719.41 as may be amended from time to time.

**Conviction** - For the purposes of this policy, when any person has been found guilty of a misdemeanor or felony violation in any alcohol or drug related area, whether or not they appear in a court.

**Crime** - Includes both misdemeanors and felonies in violation of any federal, state or local laws.

**Drug** - In this context, any controlled substance and alcohol.

**Extended Work Place** - Any site or location of a Board approved activity which is not directly owned/operated by Board but where services are rendered by employees/volunteers, i.e., parks, consumer's living facilities, recreational facilities, public buildings, etc. The extended workplace shall also include the transportation vehicles, bus, vans, autos, used in the provision of services, program activities, athletic events and/or field trips, where consumers are under jurisdiction of the Board whether or not work on a federal grant is performed.

**Notice/Publish** - The statements as contained in this policy, and the related procedure, shall serve as "notice" and "publication" to all employees and volunteers and duly notifies same that the work places, shall be drug and alcohol free, and all controlled substances identified by law are prohibited. An acknowledgment and sign-off shall be executed by each employee/volunteer upon receipt of a copy of policy and procedure. Such action constitutes formal employee notification regarding Drug Free Workplace.

**Obligation of Reporting** - "If an employee becomes aware in the course of his employment of a violation by a fellow employee of any state or federal statute, any ordinance or regulation of a political subdivision, or any work rule or company policy of his employer and the employee reasonably believes that the violation either is a criminal offense that is likely to cause an imminent risk of physical harm to persons or a hazard to public health and safety or is a felony, the employee orally shall notify his supervisor or other responsible officer of his employer of the violation and subsequently shall file with that supervisor or officer a written report that provides sufficient detail to identify and describe the violation". ORC 4113.52 Section A (3). Therefore, each employee of the Board shall be required to bring forth, to the attention of his/her immediate supervisor, department head, and the appointing authority any knowledge, factual information at his/her perusal during the course of employment as set forth in ORC 4113.52 Section A (3), and for purposes of this policy as it relates to violations regarding controlled substances in the workplace by any other employee or volunteer of the Board. The informant shall be immune from punitive action, unless directly involved and also guilty of abuse/use, and any or all information shall be treated by the supervisor, department head, and the Appointing Authority in strictest confidence. The employee further shall be responsible to notify the employer of any personal criminal drug statute conviction for a violation occurring inside or outside the workplace no later than five (5) days after such conviction.

It shall be the policy of the Wood County Board of Developmental Disabilities to prohibit the unlawful manufacture, distribution, dispensation, possession or use of controlled substance in the work place, extended work place or location of every Board approved activity. The employees and volunteers shall be subject to the "Fit for Duty" 01-ALL-ALL-0048 requirements at all times. In addition, all employees shall be subject to the Corrective Action Guidelines pertinent to offenses of this nature and the specified action that will be taken against employees for violation of such prohibitions. A Drug Free Awareness Program shall be established to inform employees about: 1) The dangers of drug abuse in the workplace; 2) The Board policy of maintaining a drug free workplace; 3) Any available drug counseling, rehabilitation and employee assistance programs; and 4) The penalties that may be imposed upon employees for drug abuse.

The Board shall satisfy mandates to "publish" and/or "give notice" to all employees by disseminating this policy/procedure to all staff, new hires and volunteers. With the "publication" of this policy/procedure a condition of employment is hereby activated and set in force, i.e., as a condition of employment each employee (and volunteer) must agree to: 1) Abide by terms of this policy and related procedure in all respects; 2) Notify the employer of any personal criminal drug or alcohol statute conviction for a violation occurring in the work place or outside the work place no later than five (5) days after such conviction, or; 3) Abide by ORC 4113.52 Section A (3) (see definitions - Obligation of Reporting).

With the adoption of this policy, the Board shall comply with the laws and notify federal contracting agencies or grant sources within ten (10) days after receiving notice from the convicted employee; or otherwise receiving notice of the conviction (such as court/police reports), providing employee convicted is engaged in performance of a federal grant.

Any employee violating this policy is subject to discipline, up to and including removal. As an alternative to disciplinary action, or in conjunction with disciplinary action, the Appointing Authority may require the employee who violates the terms of this policy to satisfactorily participate in a drug/alcohol rehabilitation program, approved by the Board, at the employee's expense. If the employee fails to satisfactorily participate in such a program, the employee shall be non-renewed or terminated at the discretion of the Board and/or Appointing Authority in accordance with prescribed administrative regulations and procedures.

This policy places an obligation of reporting on all employees and requires employees who are aware of a fellow employee's conviction of controlled substance inside the workplace to so notify the employer. If an employee fails to adhere to this obligation he/she shall be subject to disciplinary action in the same manner as if the individual were guilty of committing the act themselves. Obligation of reporting convictions is also applicable for all volunteers.

For any and all incidents/concerns relevant to drug/chemical use/abuse within the program, confidentiality of all matters will be kept. However, any legal documentation of conviction, in house disciplinary actions/investigation shall be an integral part of an employees' permanent, personnel record, as established and maintained per policy 01-ALL-ALL-0024 and procedures 02-ALL-ALL-0139 and 02-ALL-ALL-0054.

References: Drug Free Work Place Act of 1988, Section 4804  
 Anti-Drug Abuse Act of 1988  
 Federal Drug Free Act of 1989, 54 CFR. 4946 (1989)  
 Ohio Revised Code 5126.05 (A)  
 Office of Wood County Prosecuting Attorney 87-126 and 89-094  
 Ohio Revised Code 4113.52 Section A (3)  
 Black's Legal Dictionary

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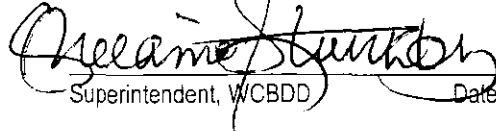
## Wood County Board of Developmental Disabilities

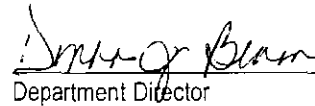
## PROCEDURE

Procedure #: 02-ALL-ALL-0287 (HR)  
 Effective Date: 10-10-89  
 Person Responsible: Human Resources Coordinator

Subject: Drug Free Workplace  
 Last Revision: 09-01-09

Approvals/Date:

  
 Superintendent, WCBDD Date

 10/15/09  
 Department Director Date

The following definitions will apply:

**Controlled Substance**— Including but not limited to any narcotic drug, cocaine, or any of its derivatives, hallucinogenic drug, amphetamine, barbiturate, marijuana and alcohol, or any other substance defined as such in Chapters 3719 and/or 2925 of the Ohio Revised Code and specifically ORC 3719.01 (D), 3719.40 and 3719.41 as may be amended from time-to-time.

**Conviction**— For the purposes of this procedure, when any person has been found guilty of a misdemeanor or felony violation in any alcohol or drug related area, whether or not they appeared in court.

**Crime**— Includes both misdemeanors and felonies in violation of any federal, state or local laws.

**Drug**— in this context, any controlled substance and alcohol.

**Extended Work Place**— Any site or location of a Board approved activity which is not directly owned/operated by Board but where services are rendered by employees/volunteers, i.e., parks, CONSUMER'S LIVING FACILITIES, recreational facilities, public buildings, etc. The extended work place shall also include the transportation vehicles, bus, vans, autos, used in the provision of services, program activities, athletic events and/or field trips, where consumers are under jurisdiction of the Board whether or not work on a federal grant is performed.

**Fit for Duty**— The ability to perform tasks as outlined in the job description in a responsible manner.

**Notice/Publish**— The statements as contained in this procedure (and the related policy) shall serve as "notice" and "publication" to all employees and volunteers and duly notifies same that the work places shall be drug and alcohol free, and all controlled substances identified by law are prohibited. An acknowledgement and sign off shall be executed by each employee/volunteer upon receipt of a copy of Policy and Procedure; and such policy shall be posted in all facilities. Such action constitutes formal employee notification and proper publication of Board's statements regarding Drug Free Work Place.

**Obligation of Reporting**— "If an employee becomes aware in the course of his employment of a violation by a fellow employee of any state or federal statute, any ordinance or regulation of a political subdivision, or any work rule or company policy of his employer and the employee reasonably believes that the violation either is a criminal offense that is likely to cause an imminent risk of physical harm to persons or a hazard to public health or safety or is a felony, the employee orally shall notify his supervisor or other responsible officer of his employer of the violation and subsequently shall file with that supervisor or officer a written report that provides sufficient detail to identify and describe the violation." ORC 4113.52 Section A (3). Therefore, each employee of the Board shall be required to bring forth, to the attention of his/her immediate supervisor, department director and the Appointing Authority any knowledge, factual information at his/her perusal during the course of employment as set forth in ORC 4113.52 Section A (3), and for purposes of this policy as it relates to violations regarding controlled substance in the work place by any other employee or volunteer of the Board. The informant shall be immune from punitive action, unless directly involved and also guilty of abuse/use, and any or all information shall be treated by the supervisor, department director and the Appointing Authority in strictest confidence. The employee further shall be responsible to notify the employer of any personal criminal drug statute conviction for a violation occurring inside or outside the work place no later than five (5) days after such conviction.

**Work Place**— Is defined to mean the site for the performance of work done in connection with a Federal grant. And, more specifically work place is defined as any facility, building or office which the Wood County Board of DD owns or leases or operates in its daily business functions or operates for the sole purpose of providing services to consumers with mental retardation and other developmental disabilities.

1. All current and new employees will be given a copy of this Drug Free Work Place procedure.
2. This procedure will be posted in each facility in a conspicuous place and remain as a permanent posting.
3. The work place will be free of evidence of any illegal drug or alcoholic substance. The possession, and/or the suspect use of any drug or alcohol will be immediately subject to corrective action guidelines. The procedure shall be enforced while on Board time and on work place or extended work place premises.
4. If a supervisor believes, based on observable behaviors and/or through investigation determines that the employee is not "fit for duty", the supervisor shall relieve the employee of duties (sign out) and request the person remain on the premises until the employee can be escorted to the testing site, tested and a pre-disciplinary conference with an appropriate manager can be arranged.
5. If the employer, as a result of an investigation, determines the employee is "unfit for duty", the employee will be immediately placed on the appropriate leave. An Unusual Incident Report and Employee Incident Report should be filled out and forwarded to the appropriate persons.
6. If an employee is determined to be in possession of or under the influence of illegal drugs or alcohol during working hours or on board premises the appropriate disciplinary decisions shall be rendered within 30 days from the notification of the incident to appropriate authority.

7. The employee may be mandated to satisfactorily participate in a drug/alcohol rehabilitation program, at the employee's expense. Upon completion the employee must present proof of satisfactory completion of program prior to approval to return to work. If employee fails to present proof of completion within the predetermined time frame, the employee shall be non-renewed or terminated by the appointing authority.
8. All employees are obligated to report to their immediate supervisor, in writing, of any personal criminal drug statute conviction within five days after the conviction.
9. Every employee and volunteer shall notify their immediate supervisor, in writing, of the knowledge of any criminal drug or alcohol statute conviction by any other employee or volunteer of the Board occurring in the work place. The informant shall be immune from corrective action, unless directly involved.
10. The obligation of reporting shall also include reporting, in writing, of any use/abuse or any illegal drug or alcohol when employee reasonably believes such use/abuse occurred in the work place.
11. A drug and alcohol free awareness program will be a part of ongoing education for the employees.
12. Prescription and non-prescription drugs are not banned from the work place. However, employees are strongly advised to report the usage of medication to your supervisor especially if the employee is operating a Board owned or private vehicle to transport consumers. A supervisor may request more specific information on the involved prescription and request a "fit for duty" slip. This is in accordance with procedure 01-ALL-ALL-0048.
13. Any employee who feels their functioning is impaired as a result of a non-prescription or a prescription drug, he/she shall make such fact known to the appropriate Supervisor. The appropriate Supervisor shall determine if the employee is fit-for-duty and shall document his/her decision and place in the Personnel File. If the employee determines they are not fit-for-duty, they may notify their employer that they are sick.

References: 01-ALL-ALL-0048  
Drug Free Work Place Act of 1988, Section 4804; Anti-Drug Abuse Act of 1988; Federal Drug Free Act of 1989, 54 C.F.R. 4946 (1989); Ohio Revised Code 4113.52 Section A (3), and Section 5126.05 (A); Office of Wood County Prosecuting Attorney 87-126 and 89-094; and Black's Legal Dictionary

Forms: 03-ALL-ALL-0078  
03-ALL-ALL-0079

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03-ALL-ALL-0078  
Revised: 09-01-09

### **DRUG FREE WORK PLACE AND SUBSTANCE ABUSE TESTING**

I, \_\_\_\_\_, hereby acknowledge that my permanent and continued employment in the position of \_\_\_\_\_ for the Wood County Board of Developmental Disabilities is contingent upon my abiding by the terms of the policy and procedure of the Drug Free Work Place and Substance Abuse Testing, and is also contingent upon my notification to the Board of any personal criminal drug statute conviction for a violation occurring in the work place or outside the work place. I understand that, among other things, the Substance Abuse Policy requires employees to submit to tests to be analyzed for the presence of unauthorized substances; that the presence of a detectable trace of any unauthorized substance is grounds for termination of my employment; and, that my cooperation is voluntary, but that refusal to submit a specimen for testing is grounds for my termination.

This is to affirm that I have received, read, or have had read to me, and have had an opportunity to ask questions about the policy and procedure, and I understand the requirements of the policy and procedure for Drug Free Work Place and Substance Abuse Testing is presented on \_\_\_\_\_ and agree to abide by such policy and procedure.

I acknowledge that failure to follow such policy/procedure may result in corrective action. I understand that noncompliance with the Drug Free Work Place and Substance Abuse Policy shall result in disciplinary action up to and including termination.

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Wood County Board of DD**  
**CONTINGENCY/CONDITION FOR VOLUNTEER SERVICES**

**DRUG FREE WORK PLACE**

I, \_\_\_\_\_, hereby acknowledge to the Wood County Board of DD that permanent and/or continuing volunteer service is contingent upon my abiding by the terms of the policy and procedure for a Drug Free Work Place, and is also contingent upon my notification to the Board of any personal criminal drug statute conviction for a violation occurring in the workplace or outside of the work place.

*NOTE: If a volunteer is a minor, parent or guardian must sign and acknowledge.*

Signed: \_\_\_\_\_  
 Volunteer

Signed: \_\_\_\_\_  
 Parent/Guardian (if volunteer is a minor)

Date: \_\_\_\_\_

**CONTINGENCY/CONDITION FOR VOLUNTEER SERVICES**

I, \_\_\_\_\_, hereby acknowledge to the Wood County Board of DD that permanent placement as a volunteer is contingent upon the receipt of an acceptable County Sheriff's records check and, when required, a driver's abstract and a Bureau of Criminal Identification records abstract.

Waivers for the acquisition of these legal documents, as well as this acknowledgement are freely signed and submitted and recognizes such procedure as standard Board policy for volunteer placement purposes.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

## Wood County Board of Mental Retardation and Developmental Disabilities

## PROCEDURE

Procedure #: 02-ALL-ALL-0499 (AD) Subject: Substance Abuse Testing  
 Effective Date: CDL Holders: 01-01-96; Other employees: 3-1-96 Last Revision: 01-01-09  
 Person Responsible: Superintendent

Approvals/Date:

*Shelaine Hutchinson* 12/16/08  
 Superintendent, WCBMR/DD Date

*David J. Blum* 12/15/08  
 Department Director Date

The following definitions will apply:

**Commercial Motor Vehicle (CDL Holders Only)** - Commercial motor vehicle means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: 1) Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or 2) Has a gross vehicle weight rating of 26,001 or more pounds; or 3) Is designed to transport 16 or more passengers, including the driver; or 4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

**Driver** - Driver means any person who: 1) Operates a commercial motor vehicle; 2) Has driving as an essential function of his/her job; and 3) Management employee. This includes, but is not limited to: full time or part-time, regularly employed drivers; casual, intermittent, seasonal or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer. For the purposes of pre-employment testing only, the term driver includes a person applying to an employer to drive a commercial motor vehicle and aides for pre-school and special needs children.

**Refusal to Test** - Refuse to submit (to an alcohol or controlled substances test) means that an employee: 1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this part; 2) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or 3) Engages in conduct that clearly obstructs the testing process.

**Reportable Accident** - When a vehicle, during exact time of accident, was in motion, either the motor was propelling the vehicle or the vehicle was being moved through other means such as being pushed by another car or person, rolling while in neutral. This does not involve a vehicle that was parked in a stationary position in the "park" gear, as long as the vehicle was parked in a properly marked parking zone.

**PURPOSE**

1. This procedure is to assure driver fitness for duty and to protect Board and Residential employees (hereinafter employees unless otherwise stated), consumers, and the general public from the risks posed by the use of alcohol and prohibited drugs on the job while:
  - A. Operating equipment requiring a Commercial Driver's License (hereinafter CDL);
  - B. Transporting consumers while on duty;
  - C. Operating a Board owned or operated vehicle at any time;
  - D. Driving a personal vehicle while on duty.
2. This procedure is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs.
3. This procedure covers the following employees as shown:
  - A. Effective January 1, 1996, this procedure applies to all employees in positions requiring a CDL and aides. All such employees will be subject to alcohol and controlled substances testing in the following circumstances:
    - 1) Pre-employment testing; 2) reasonable suspicion testing; 3) post-accident testing; 4) return-to-duty testing.
  - B. Effective March 1, 1996, this procedure applies to all employees if the position requires driving as an essential function of their job, management employees defined by Range 6 on the pay scale and upper management. All such employees will be subject to alcohol and controlled substances testing in the following circumstances:
    - 1) Reasonable suspicion testing; 2) post-accident testing; 3) return-to-duty testing.
  - C. All employees will be subject to alcohol and controlled substances testing in the following circumstances:
    - 1) Reasonable suspicion testing; 2) return-to-duty testing (Form 03-ALL-ALL-0246); 3) following a reportable accident while on Board owned or leased property.

**PROHIBITED CONDUCT FOR EMPLOYEES PERFORMING "SAFETY SENSITIVE FUNCTIONS" INCLUDE THE FOLLOWING:**

1. Perform a safety-sensitive or other driving function within six (6) hours after using alcohol. No supervisor having actual knowledge that an employee has used alcohol, within six (6) hours shall permit an employee to perform or continue to perform safety-sensitive or other driving functions.
2. Possess any quantity of alcohol while on duty unless the alcohol is manifested and transported as part of the load. This includes any medicines, both prescription and over-the-counter, that contains alcohol, unless the packaging seal is un-broken.
3. Use alcohol while on duty as well as lunch periods and breaks.
4. Report for or remain on duty when his/her ability to perform assigned functions is adversely affected or when his/her blood alcohol

concentration is 0.02 or greater.

5. When involved in an accident that requires a post-accident alcohol test, use alcohol within eight (8) hours after the incident or prior to submitting for the post-accident test, whichever comes first.
6. Use any substance that indicates that mental functioning, motor skills or judgment may be adversely affected without reporting such to his/her supervisor, as per the Drug Free Workplace Procedure.
7. Perform a safety-sensitive function or other job duties when the employee uses controlled substances, except when prescribed by a physician who has determined that the substance will not adversely affect the employee's ability to safely perform his/her work duties.
8. Perform a safety-sensitive function or any other job duties, if the employee has tested positive for controlled substances or alcohol.

#### **SUPERVISOR'S DUTY TO IMPLEMENT POLICY AND REPORT CRIMINAL DRUG CONVICTIONS**

1. Supervisors of employees subject to this procedure shall apply this procedure in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this procedure, or who deliberately misuses the procedure shall be subject to disciplinary action, up to and including termination.
2. Supervisors shall report violations of this procedure to the respective department director.
3. All criminal drug convictions for employees covered by this procedure shall be placed within the employee's confidential personnel file.

#### **TESTING FOR PROHIBITED SUBSTANCES**

##### **1. General Procedures:**

- A. All employees required to hold a CDL endorsement and aides and therefore subject to this procedure shall be subject to pre-employment, post-accident, reasonable suspicion, random and return-to-duty testing.
- B. All employees as defined in this procedure shall be subject to post-accident, reasonable suspicion, & return-to-duty testing.
- C. Any employee who is reasonably suspected of being intoxicated impaired, under the influence or not fit for duty shall be placed on administrative leave with pay from his/her job duties pending an investigation and verification of his/her condition.
- D. The Board will utilize the services of the authorized testing facility to comply with the testing requirements of the DOT regulations and Board mandates. Procedures, instructions and training for all applicable supervisors and employees will be provided by the authorized testing facility.
- E. Testing will be conducted to assure a high degree of accuracy and reliability and will use techniques, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, and as amended.
- F. Tests will be conducted for marijuana, cocaine, opiates, amphetamines and phencyclidine. Upon reasonable cause, the Board will test for other illegal drugs. In such event, the employee will provide a second urine sample.
- G. An initial drug screen will be conducted on each specimen. For those specimens that are not negative, a confirmatory gas Chromatography/Mass Spectrometry (GC/MC) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.
- H. Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) - approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test:
  - 1) An employee who has confirmed alcohol concentration of greater than 0.02 will result in Administrative Leave With Pay from his/her position pending an investigation, unless a re-test results in a concentration measure of less than 0.02;
  - 2) If the employee has a confirmed alcohol concentration of greater than 0.02 on any subsequent alcohol test, then he/she may be subject to termination.
- I. An alcohol concentration of 0.02 or greater will be considered a positive alcohol test and in violation of this procedure. Any employee who has a confirmed positive drug or alcohol (0.02 or greater) test will be placed on Administrative Leave with Pay from his/her position, pending an investigation, informed of educational and rehabilitation programs available and evaluated by a substance abuse professional (SAP). Employee assessment by a SAP is detailed in this procedure. (Refer to Progressive Corrective Action Procedure and Employee Assistance Program Policy).

##### **2. Procedures for Specific Types of Tests/Testing Events**

###### **A. Pre-Employment Testing (All Employees):**

- 1) Prior to the first time an employee performs safety-sensitive functions for the Board, the driver or aide shall undergo testing for alcohol and controlled substances. No driver or aide shall perform safety-sensitive functions unless the driver or aide has been administered an alcohol test with the result indicating an alcohol concentration less than 0.02, and has received a controlled substances test result from the medical review office indicating a verified negative test result;
- 2) Exceptions to pre-employment testing shall be granted in accordance with 49CFR section 382.301.

###### **B. Post-Accident Testing (ALL):**

- 1) Any reportable accident will result in alcohol and controlled substance testing if the employee is driving any vehicle while on Board time or Board property.
- 2) Following any reportable accident, the driver must contact as soon as reasonably possible:
  - a) Local law enforcement;
  - b) Immediate supervisor or administrator on-call;
- 3) Immediately following notification of the reportable accident, the immediate supervisor or administrator on-call will contact:
  - a) Maintenance on-call;

b) Authorized testing facility;

4) If an accident occurs outside a sixty-mile radius, the driver shall go to the nearest hospital and submit an alcohol and controlled substance test. The employee must sign the release of information prior to continuing their current job duties. A copy of a release of information form will be kept in each vehicle in order for the hospital to release the results of the test to the authorized testing facility;

5) All driving duties will cease until the results of the alcohol and substance abuse tests are verified by the authorized testing facility if:

a) First aid is administered off site;

b) A fatality occurs as a result of the accident;

c) A citation is issued to the driver;

d) Towing of a vehicle occurred as a result of the accident;

6) All driving duties may continue if the following criteria are met:

a) The driver did not meet any of the four (4) provisions as set forth in this procedure;

b) The driver arranges for testing within the two (2) hour prescribed period, unless otherwise authorized by the supervisor or administrator on-call;

c) The alcohol test reveals negative results in accordance with this procedure;

d) The driver signs a statement indicating he/she has not taken any illicit drugs within the last 30 days;

7) All accidents will adhere to drug and alcohol tests in accordance with DOT rules and regulations. Unless otherwise indicated, drug and alcohol testing will occur through the authorized testing facility;

8) Local law enforcement, Maintenance On-Call, Administrator On-Call, the authorized testing facility daytime and after hours telephone numbers will be updated and posted in all County vehicles, and sent to on-call personnel;

9) Employees who transport consumers in their personal vehicle must have in their possession the telephone numbers identified above;

10) A driver will be tested for alcohol and controlled substance within two (2) hours of an accident. If an alcohol and controlled substance tests are not accomplished within two (2) hours of an accident, then a written record shall be made stating the reasons the alcohol and controlled substance tests were not promptly administered. If the alcohol test has not been accomplished within eight (8) hours following notification, the Board shall stop its attempt to administer the alcohol test and it shall make and retain in the file a record of the reasons the alcohol test was not properly administered. Please refer to Refusal To Test, within this procedure, if the employees does not follow the prescribed protocol;

11) A driver who is involved in an accident must refrain from alcohol use for eight (8) hours following an accident or until he/she undergoes a post-accident alcohol test. Drivers who leave the scene of an accident without a justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test, and they will be subject to discipline up to and including termination.

12) A driver who is seriously injured and cannot provide a specimen at the time of the accident, shall provide the necessary authorization for obtaining medical reports and other documents which would indicate whether there were any alcohol or controlled substances in his/her system at the time of the accident;

13) The Board can use, by permission from the Federal Highway Administration, post-accident tests conducted by federal, state and local officials as meeting the requirements of this section under the following conditions:

a) The official must have independent authority to conduct the test;

b) The test must conform to federal, state or local requirements;

c) Alcohol tests require blood or breath samples;

d) Controlled substance tests require a urine sample;

14) Exception to alcohol and substance abuse testing: If the law enforcement entity issues an **immediate** citation to the other driver, and/or indicates in writing the accident was no fault of the employee, the employee does not have to submit to the test.

C. Random Testing (CDL Holders and Aides Only):

1) Except as may be charged by the Federal Highway Administration, the minimum annual percentage rate for random alcohol testing shall be 50 percent of the average number of CDL driver positions. The minimum annual percentage rate for random controlled substances testing shall be 50 percent of the average number of driver positions;

2) Employees will only be tested randomly for controlled substances and/or alcohol when they are performing safety-sensitive functions, immediately prior to, or after performing safety-sensitive functions.

D. Reasonable Suspicion Testing (CDL Holders and Aides Only):

1) Alcohol: A driver must submit to urine and/or breath testing when reasonable suspicion exists that the driver has an alcohol concentration of 0.02 or greater, or has consumed alcohol within four hours of performing a safety-sensitive function. The Board's "reasonable suspicion" must be based on specific, contemporaneous articulable observations concerning the appearance, behavior, speech, or body odors of the driver;

2) Controlled substances: A driver must submit to a controlled substance test upon "reasonable suspicion" that a driver has used or is under the influence of controlled substances. The Board's "reasonable suspicion" must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver and may include indications of the chronic and withdrawal effect of controlled substances;

3) Alcohol testing is authorized by this section only if the observations required are made during, just preceding, or just after the period of the workday that the driver is required to be in compliance with this part. A driver may be directed by the employer to only undergo reasonable suspicion testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions;

4) Once an employee has been notified that a reasonable suspicion test will be conducted it must take place within two (2) hours of the notification. If the test is not accomplished within two (2) hours, a written record shall be made stating the reasons the alcohol and/or controlled substance test were not promptly administered. If the test has not been accomplished within eight (8) hours following notification, the Board shall stop its attempt to administer the test and make and retain in file a record of the reasons the alcohol and/or substance abuse test were not properly administered;

5) A written record shall be made documenting the employee's conduct with respect to an alcohol and/or controlled substance reasonable suspicion test and must be signed by the supervisor or official who observed the behavior.

**E) Reasonable Suspicion Testing for All Employees:**

1) Alcohol: An employee must submit to urine and/or breath testing when reasonable suspicion exists that the employee has an alcohol concentration between 0.02 and 0.04 or greater. The Board's "reasonable suspicion" must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;

2) Controlled substances: An employee must submit to a controlled substance test when reasonable suspicion exists that an employee has used or is under the influence of controlled substances. The Board's "reasonable suspicion" must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee and may include indications of the chronic and withdrawal effect of controlled substances.

3) Alcohol testing is authorized by this section only if the observations required are made during, just preceding, or just after the period of the work day;

4) Once an employee has been notified that a reasonable suspicion test will be conducted it must take place within two (2) hours of the notification. If the test is not accomplished within two (2) hours, a written record shall be made stating the reasons the alcohol test was not properly administered. If the test has not been accomplished within eight (8) hours following notification, the Board shall stop its attempt to administer the test and retain in a file a record of the reasons the alcohol test was not properly administered;

5) A written record shall be made documenting the employee's conduct with respect to an alcohol and/or controlled substance reasonable suspicion test and must be signed by the supervisor or official who observed the behavior.

**F) Random Testing for All Newly Hired Employees (Effective date 3-1-96):**

1) The minimum monthly percentage rate for random controlled substance and alcohol testing shall be 10% of the newly hired employees;

2) All new employees effective March 1, 1996, will be randomly testing during the month following their initial employment date. After an employee has been randomly selected for a test, the employee must immediately proceed to the testing site upon notification of being selected.

**G) Return-To-Duty Testing for All Applicable Employees:**

1) Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited concerning alcohol, as stated within this procedure, the employee shall undergo a return-to-duty test with a result indicating an alcohol concentration of less than 0.02;

2) Before an employee returns to duty requiring the performance of safety-sensitive function after engaging in conduct prohibited, as stated within this procedure, the employee shall undergo a return to duty controlled substances test with a result indicating a verified negative result for controlled substances use.

**H) Follow-up Testing for All Employees:**

1) Following a determination that an employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, that employee is subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional;

2) Follow-up alcohol testing for (CDL Holders and Aides Only) shall be conducted only when the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing safety-sensitive functions. For non-CDL employees, follow-up testing shall be conducted when the employee is performing the essential functions of their job;

3) There will be a minimum of six follow-up controlled substance and/or alcohol tests in the first 12 months following re-entry to the job. Follow-up testing may be extended for up to 60 months following an employee's return to duty.

**I) Employee Requested Split Sample Test:**

1) Any employee who questions the result of a required drug test may request that an additional test be conducted. This test must be conducted at a different testing DHHS-certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are paid by the employee, unless the second test invalidates the original test;

2) The employee's request for a split sample test must be made within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentary facts that were beyond the control of the employee.

J) Low Creatinine. If original drug screen indicates a urine creatinine value less than 20 mg/dl per Ohio Department of Transportation (ODOT) this constitutes an invalid drug screen. Employees will be subjected to an additional drug screen.

**REFUSAL TO TEST**

1. Any employee who refuses to comply with a request for testing, who provides false information in connection with a test, or who attempts to falsify the test results through tampering, contamination, adulteration or substitution shall be subject to discipline up to and including termination.

**EMPLOYEE ASSESSMENT AND TREATMENT**

1. Any employee who tests positive for the presence of controlled substances or alcohol above the minimum thresholds set forth in 49 CFR Part 40, as amended, will be evaluated by a Substance Abuse Professional (SAP). The SAP will evaluate each employee to determine what

- assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse. SAP services will be provided by an appropriate certified professional who implements an employee assistance program for the Board.
2. The Board will consider employees who test positive to be medically unqualified and they shall be disqualified from working for the Board until they have been released to return to duty by the SAP. Employees may be allowed to elect rehabilitation through available sources in lieu of termination the first time that they have a positive result on an alcohol or controlled substance test. However, rehabilitation in lieu of termination may not be available where the offense-giving rise to the discipline is so severe as to make the employee ineligible for continued employment.
  3. For those seeking treatment, whether voluntarily or by reason of mandatory rehabilitation in lieu of termination, the employee benefits that would otherwise be available to the employee shall continue - for example, sick leave, leave of absence, vacation leave, personal leave, compensatory leave, Family Medical Leave and group health insurance benefits.
  4. If an employee is allowed to return to duty, he/she must follow the rehabilitation program prescribed by the SAP. The employee must pass return to duty drug and alcohol tests and unannounced follow-up tests for a period of one to five years. The costs associated with any treatment for rehabilitation services shall be paid directly by the employee or his/her insurance provider.
  5. Assessment by SAP does not shield an employee from disciplinary action or guarantee employment or reinstatement with the Board.

#### **EMPLOYEE DISCIPLINE**

1. An employee with alcohol concentration more than 0.02 or greater or a positive controlled substance test will be subject to discipline up to and including termination.
2. An employee who is eligible for assessment and treatment in lieu of termination will still be subject to discipline.
3. An employee who refuses to test for alcohol or controlled substances will be terminated.
4. An employee who refuses or fails to comply with Board requirements for treatment, after care, or return to duty shall be subject to termination.
5. If an employee is permitted to undergo treatment in lieu of termination and he/she subsequently tests positive on any alcohol or controlled substance test, he/she will be terminated.

#### **RECORD RETENTION AND RELEASE**

1. A Medical Review Officer (MRO) will serve as the sole custodian of individual test results and will retain individual test results for the time periods as shown:
  - A. Records maintained for a minimum of five (5) years:
    - 1) Records of an employee's alcohol test results;
    - 2) Records of an employee's verified controlled substance test results;
    - 3) Documentation of refusals to take required alcohol and/or controlled substances tests;
    - 4) Employee evaluations and referrals;
    - 5) Annual calendar year summaries of the results of alcohol and controlled substances testing programs.
  - B. Records maintained for a minimum of two (2) years:
    - 1) Records related to the alcohol and controlled substances collection process and training.
2. The Board will retain personnel records of only the following information:
  - A. Circumstances prompting test (random testing, post-accident, reasonable suspicion).
  - B. The date of the test
  - C. The location of the test.
  - D. The identity of the person or entity conducting the test.
  - E. Whether the test finding was positive or negative.
3. The Board will notify an employee of the results of pre-employment alcohol and/or controlled substance tests, provided the employee requests said test results within 60 days of being notified of the Board's decision as to whether or not it will enter into employment or lease contract with him/her.
4. The Board will notify incumbent employees of the results of random, reasonable suspicion, and post-accident alcohol and/or controlled substance tests, provided that the results are positive and will also advise the employee what controlled substance was detected or the alcohol level that was discovered.
5. The Board will not release employee testing information retained in this section except upon the written consent of the employee and except:
  - A. When requested by the Department of Transportation or any state or local officials with regulatory authority over the Board or its employees.
  - B. In the event an employee initiates a grievance, hearing, lawsuit or other action as a result of an alcohol and/or controlled substance test conducted pursuant to this policy.
6. The annual calendar year summary of the results of the alcohol and drug testing programs must be completed by March 15<sup>th</sup> of the following year. This will be completed by the Board of Mental Retardation and Developmental Disabilities or its designee.

#### **INFORMATION FROM PREVIOUS EMPLOYERS**

1. The Board may obtain, pursuant to a driver's written consent, any of the information concerning the driver, which is maintained under this part by the driver's previous employers.
2. The Board shall obtain, pursuant to a driver's consent, information on the driver's alcohol tests with a concentration result of 0.04 or greater, positive controlled substances test results, and refusals to be tested, within the preceding two years, which are maintained by the

driver's previous employers under Section 382.40 (b) (1) (i) through (iii).

3. The information in paragraph (B) of this section must be obtained and reviewed by the Board no later than 14 calendar days after the first time a driver performs safety-sensitive functions for the Board, if it is not feasible to obtain the information prior to the driver performing safety-sensitive functions. The Board will not permit a driver to perform safety-sensitive functions after 14 days without obtaining the information.

4. If the driver stops performing safety-sensitive functions for the employer before expiration of the 14 day period or before the Board has obtained the information in paragraph (B) of this section, the employer must still obtain the information.

5. The release of any information under this part may take the form of personal interviews, telephone interviews, letters, or any other method of obtaining information that ensures confidentiality. The Board will maintain a written, confidential record with respect to each past employer contacted.

6. The Board will not use a driver to perform safety-sensitive functions or other driving functions if it obtains information on the driver's alcohol test with a concentration of 0.04 or greater, verified positive controlled substances test result, or refusal to be tested, by the driver, without obtaining information on a subsequent substance abuse professional evaluation and/or determination under Section 382.401 (c) (4) and compliance with Section 382.309.

References: 01-ALL-ALL-0047  
01-ALL-ALL-0064  
01-ALL-ALL-0082  
02-ALL-ALL-0287  
02-ALL-ALL-0337  
02-ALL-ALL-0356

Forms: 03-ALL-ALL-0246  
03-ALL-ALL-0591

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03-ALL-ALL-0591

Revised: 09-01-09

To Whom It May Concern:

The individual presenting this document is an employee of the Wood County Board of Developmental Disabilities, Bowling Green, Ohio. In accordance with the employer's substance abuse testing policy, the following tests need to be administered:

- ❖ Alcohol Screening
- ❖ NIDA 5 Panel Test including:
  - Marijuana
  - Opiates
  - Amphetamines
  - PCP
  - Cocaine

This document also serves as an assurance that the Wood County Board of DD will guarantee payment for the tests. If additional information is needed, please contact Donna Beam, Director of Operations at (419) 352-7765 (w) or (419) 266-2566 (c).

The employee's signature \_\_\_\_\_, hereby releases the results of the test to the following agency:

Wood County Hospital  
Ready Works  
950 West Wooster Street  
Bowling Green, Ohio 43402  
(419) 373-4162

Sincerely,

Donna J. Beam  
Director of Operations



Wood County Board of Developmental Disabilities

## PROCEDURE

Procedure #: 02-ALL-ALL-0294 (HR)  
 Effective Date: 02-26-90  
 Person Responsible: Human Resources Coordinator

Subject: Fitness for Duty  
 Last Revision: 06-26-09

Approvals/Date:

*Shelanie Swinton* 6/30/09  
 Superintendent, WCBDD Date

*Shirley Beam* 6/30/09  
 Department Director Date

The following definitions will apply:

**Fitness for Duty** – The ability to perform the tasks as outlined in job description in a responsible manner.

**Reasonable Accommodation** – (Not related to EEO) ~~The act of making certain provisions and exceptions to fitness for duty rule when duties can be separated~~

**Return to Work Record** – Form which is completed by physician stated diagnosis, ability to lift/carry enrollees, and/or restrictions related to injury/illness, and professional release of employee to return to work as fit for duty.

1. An immediate supervisor upon first knowing or being apprised of an employee's medical problem limiting his/her ability to lift, or otherwise perform job duties as assigned, shall inform employee he/she is released from duty until such time as the physician's form is received indicating there are no restriction, Form 03-ALL-ALL-0082.
2. In those instances where employees, by job description, provide direct care services and administrative/office duties, the supervisor may recommend employee fulfill administrative/office duties ONLY, during time of disability/restricted activities. Such recommendation for accommodation shall be made in writing to the Superintendent. No accommodation shall be set in motion, until the Superintendent has reviewed and approved this action.
3. The Fitness for Duty procedure and associated restrictions shall be effective when the physical/medical problem arises from an incident in the work place or outside of the work place.
4. Applicable rules for use of sick leave and/or Industrial Compensation shall prevail any time an employee is unable to perform the tasks as outlined in job description.

Forms: 03-ALL-ALL-0082

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03-ALL-ALL-0082  
Revised: 06-26-09

**WOOD COUNTY BOARD OF DD**  
**ATTENDING PHYSICIAN'S FITNESS FOR DUTY**  
**RETURN TO WORK RECOMMENDATIONS RECORD**

To be completed by the attending physician – Please Check

PATIENT'S NAME (FIRST) \_\_\_\_\_ (MIDDLE) \_\_\_\_\_ (LAST) \_\_\_\_\_ DATE OF INJURY OR ILLNESS \_\_\_\_\_

DIAGNOSIS: \_\_\_\_\_

I saw and treated this patient on \_\_\_\_\_ and:  
(DATE)

Understand that:

This individual's position/employment includes duties that involve lifting, carrying and moving individuals;  
This employee performs direct and personal care to individuals and must be free from contagion;  
The employee's functioning shall not be impaired by prescription or non-prescription drugs.

**PHYSICIAN TO COMPLETE SECTION I, II OR III AS APPLICABLE**

**I.** ☐ Recommend his/her return to work with no restrictions.

**II.** ☐ Patient has the following restrictions:

\_\_\_\_\_  
\_\_\_\_\_  
These restrictions are in effect until \_\_\_\_\_ or until patient is reevaluated on \_\_\_\_\_.  
Date Date

\*As a result of these restrictions (check one)

☐ Employee cannot currently return to work.

☐ Employee should contact employer to determine if restriction might prohibit/restrict job duties.

**III.** ☐ Patient is totally incapacitated at this time. Patient will be reevaluated on \_\_\_\_\_.

Physician's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Physician's Stamp with Address:

**- OVER (EMPLOYER ONLY) -**

**ACTION**

SUPERVISOR'S COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

RECOMMENDATIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INDUSTRIAL COMP CLAIM:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
ASSAULT LEAVE:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
REQUEST FOR REASONABLE ACCOMMODATION:	<input type="checkbox"/> YES	<input type="checkbox"/> NO

EXPLAIN: \_\_\_\_\_

SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_

\*\*\*\*\*

**APPROVALS ~ A-APPROVED – D-DISAPPROVED**

_____ Supervisor	A D _____ Date	_____ Supervisor	A D _____ Date
_____ Department Director	A D _____ Date	_____ Appointing Authority	A D _____ Date

REMARKS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE RECEIVED IN PERSONNEL: \_\_\_\_\_

DATE RECEIVED IN PAYROLL: \_\_\_\_\_

03-ALL-ALL-0246

09-01-09

Wood County Board of DD  
1921 E. Gypsy Lane Road  
Bowling Green, OH 43402

**POST ACCIDENT FITNESS FOR DUTY STATEMENT**

On, \_\_\_\_\_, I, \_\_\_\_\_  
(Accident Date) (Print Employee Name)

was involved in a vehicle accident. So that I may continue my employment duties and responsibilities during the necessary period of drug testing, I hereby affirm that in the thirty (30) days prior to the date of this accident I have not engaged in the usage of any illegal or controlled substance.

Further, I do hereby affirm that I am not currently using any prescription medication having an affixed warning label that my supervisor has not been made aware of and approved. I do hereby declare that I am fit for duty and able to carry out all duties of my job.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

***Original:*** Personnel

***Copies to:*** Supervisor, Employee

Wood County Board of Developmental Disabilities

## PROCEDURE

Procedure #: 02-ALL-ALL-0560 (HR)  
 Effective Date: 04-01-99  
 Person Responsible: Human Resources Coordinator

Subject: Transitional Work Program  
 Last Revision: 06-25-09

Approvals/Date:

*[Signature]* 6/30/09  
 Superintendent, WCBDD Date

*[Signature]* 6/30/09  
 Department Director Date

1. After a job related injury/illness, the employee shall contact Human Resources to schedule an appointment with our designated Workers' Compensation physician or Ready Works Physician at Wood County Hospital, no later than 24 hours.
2. If the employee is physically able to perform his/her current position based on the job description with slight modification, (s)he may be returned to that job, based upon approval for accommodation by the Appointing Authority, as applicable.
3. If the employee is unable to return to his/her regular duties, the physician will refer to the OUR System® manual to determine what bridge assignment within the Agency can be performed by the employee considering his/her injury. If there is no medically compatible assignment available within the system, a temporary placement within the county may be arranged.
4. If the employee is unable to return to his/her job, a joint consultation with the doctor and Human Resources will determine the bridge assignment, within 24 hours. Human Resources will assign the injured employee to an assignment based upon the availability of work, approval of physician, the estimated length of the employee's healing period, or the need to move to a more physically appropriate assignment until being released with no restrictions, back to his/her regular job. More than one bridge assignment may need to be assigned to allow for maximum flexibility.
5. Upon release from the physician to return to an assignment, the employee shall receive a briefing by the supervisor and Human Resources on the duties of the assignment. This shall include discussion of doctor and physical therapy appointments. Both the supervisor and employee may determine the most appropriate of specified duties encompassed in the assignment, using a written description, verbal instructions, photographs and tapes. Caution is to be observed to make sure all work is within the physical limitations set by the physician.
6. If an employee refused to accept any assignment, this action will jeopardize his/her workers' compensation wages, immediately.
7. Employee will need to be seen by the Board's Workers' Compensation Physician or Ready Works Physician and reevaluated for assignments, at regular intervals, approximately every two (2) weeks. New assignments are recommended so as to coincide with recovery and ability to work progressively more demanding assignments on the Bridge Assignment Matrix with physician and employer approval. The employee's movement toward his/her job-at-injury will be moderated to meet the needs of the employee, the employer and temporary assignment availability.
8. A briefing will occur on new assignment responsibilities and expectations
9. The physician's assignment for the injured worker is considered to be similar to a prescription for medication and it can only be changed by the physician. If the injured worker's supervisor desires to change the worker's assignment from those approved by the physician, (s)he must contact Human Resources who will be in touch with the physician. Any changes in the employee's medical status must be reported to his/her supervisor and the Human Resources Department.
10. Records will be maintained by the Human Resources office, including a Vocational Rehabilitation Log.
11. If the WC physician determines that an employee will never be able to return to his/her regular duties, an assessment his/her employment status will be made after a complete review of the case and consideration of a formal vocational rehabilitation plan for the employee.

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WOOD LANE EDUCATION ASSOCIATION  
BUILDING VISITOR REQUEST FORM

Date Submitted: \_\_\_\_\_

Date Expecting: \_\_\_\_\_

Name of Visitor: \_\_\_\_\_

Reason Visiting: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee Signature: \_\_\_\_\_

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

Supervisor (or Designee) \_\_\_\_\_

\*Form is to be duplicated in blue ink for each party to have an original in hand.

WOOD LANE EDUCATION ASSOCIATION

PERSONAL PROPERTY REIMBURSEMENT/RESTITUTION

Employee: \_\_\_\_\_

Damaged or Stolen Items: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Occurrence: \_\_\_\_\_

Details of Incident: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Submitted to Immediate Supervisor with Duplicate to Superintendent: \_\_\_\_\_

\_\_\_\_\_

Signature of Employee: \_\_\_\_\_

\*Form is to be duplicated in blue ink for each party to have an original in hand.

**SELF-APPRAISAL**

List areas of accomplishment: (including personal job expansion, professional development, extra duties related to position, extra duties for the Board, community projects, and other leadership responsibilities)

List additional training you have received/obtained in the last rating period:

List your strengths:

Additional comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Wood County Board of Developmental Disabilities

## PROCEDURE

Procedure #: 02-ALL-ALL-0325 (HR)      Subject: Expungement of Records  
 Effective Date: 01-01-91      Last Revision: 06-26-09  
 Person Responsible: Human Resources Coordinator *10/23/09*  
 Approvals/Date: *[Signature]* *10/23/09*      *[Signature]* *10/22/09*  
                                  Superintendent, WCBDD      Date      Department Director      Date

1. In conjunction with the purpose of a progressive disciplinary system and the inherent principle that discipline imposed corrects deficient performance and secures compliance with working rules, employees may have certain disciplinary action records cease to have force and effect in their personnel files in accordance with the guidelines as herein specified.
2. Each disciplinary action shall remain effective and in the employee's personnel file for twenty-four (24) months after issuance/resolution.
3. Thereafter, the action may cease to have force and effect in the file, provided that the same or a related offense did not occur within the twenty-four month period, following disciplinary action.
4. The employee shall be responsible for requesting expungement of specific disciplinary action on Form 03-ALL-ALL-0127. This written request will be directed to the Superintendent, as soon as desired after 24 months, and his/her written approval shall be documented in Human Resources prior to any removal of records with Form 03-ALL-ALL-0128. The Superintendent has complete authority for approval or disapproval.
5. Expungement/cease to have force and effect of any disciplinary records applicable to or related to any removals or suspensions will not be approved.
6. Expungement/cease to have force and effect of any disciplinary records for major/minor offenses related to enrollee abuse will not be approved.
7. Expungement/cease to have force and effect of any disciplinary records related to loss or serious damage to property resulting in an insurance claim or drug/alcohol offenses will not be approved.
8. As a Human Resources procedure, there shall be instances where certain/specified documents, may be expunged from or cease to have force and effect in an individual's personnel file folder.
  - A. All necessary employment forms (insurances, taxes, PERS, applications, wage and hours, etc.) shall not be subject to deletion from any personnel file.
  - B. Those forms/written communications eligible FOR CONSIDERATION for such an action shall include, but not be limited to: correction action/disciplinary forms/letters; correspondences/communications containing erroneous/invalid information.
  - C. Forms will be expunged according to Board policy, upon approval.
  - D. Before any consideration of cease to have force and effect action a form/written communication from a person's file, the employee shall present a written request to the Superintendent that he/she conduct an investigation of the record as identified in accordance with Ohio Revised Code 1347.09.
  - E. If a record is to be expunged after the investigation process, the Superintendent shall so notify the Human Resources Coordinator in writing and stipulate the date for cease to have force and effect action. Human Resources Coordinator will then be authorized to seal specified record from file on date as stipulated by notice. Employee will be so notified as well.
  - F. All written communications addressing the cease to have force and effect action of a record shall be copied for placement in employee's file, upon receipt.
  - G. The procedure for cease to have force and effect action of a record from a personnel file shall not be applicable for any individual who is not a current, active status employee, i.e., no records will cease to have force and effect in "in-active" files nor will records cease to have force and effect in a file of an employee who is no longer employed prior to the date of notice to expunge.
  - H. There will be no internal appeal process relevant to the cease to have force and effect action of records.

Forms: 03-ALL-ALL-0127

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## Wood County Board of Developmental Disabilities

**EMPLOYEE REQUEST FOR  
EXPUNGEMENT OF RECORDS FROM PERSONNEL FILE****M E M O R A N D U M**TO: Superintendent  
Wood County Board of DDFROM: \_\_\_\_\_  
Employee (Please Print) Position  
  
\_\_\_\_\_  
Department

DATE: \_\_\_\_\_

RE: Request for Expungement of Disciplinary Action

I, \_\_\_\_\_, am hereby requesting your consideration and approval to seal the disciplinary action record(s), as described below, from my personnel file. I fully believe this request meets the guidelines as stipulated in Procedure #02-ALL-ALL-0325 (HR).

Type of action was \_\_\_\_\_  
(verbal reprimand, written reprimand, other)

Date of Incident \_\_\_\_\_

Action documented on EIR \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Thank you.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Record for Consideration ☐ meets procedure guidelines ☐ does not meet procedure guidelines

Human Resources Coordinator \_\_\_\_\_ Date \_\_\_\_\_

Approval

Superintendent \_\_\_\_\_ Date \_\_\_\_\_

**Wood County Board of Developmental Disabilities****PROCEDURE**

Procedure #: 02-ALL-ALL-0528 (HR)

Subject: Paid Leave Donation

Effective Date: 10-18-96

Last Revision: 06-25-09

Person Responsible: Director of Operations

Approvals/Date:

Superintendent, WCBDD

Date

Department Director

Date

The following definitions will apply:

**Eligibility** - Any employee who is in a position with set bi-weekly hours and has been employed by Wood Lane for at least six (6) months.**Critical Need** - Illness/injury of employee or immediate family member requiring leave greater than one week either continuously or over an extended period of time in segments.**Immediate Family** - A spouse or domestic partner; mother; father; brother; sister; child; grandparent; grandparent-in-law; grandchild; father-in-law; mother-in-law; daughter-in-law; son-in-law; sister-in-law; brother-in-law; step-mother; step-father; step-child; foster child; legal guardian or other person who stands in place of a parent (loco parentis).

1. Employees may receive donated leave from co-workers for a critical need for self or their immediate family member. Employee must have exhausted all of their available leave and have applied for other benefits programs for which he/she is eligible. (Eligibility ceases if employee becomes eligible for any other retirement or disability program).
2. An employee or their representative must submit a letter to the Superintendent requesting leave donation. Human Resources will notify the direct supervisor of approval and a memo may go out to potential donors.
3. Employees may voluntarily donate sick, vacation and personal leave to co-workers working for the same employer by completing the Donor Application Form 03-ALL-ALL-0381. Employees who donate must retain a combined balance of eighty(80) hours of sick leave and vacation leave. Donations must equal no less than the donor's average hours per day, donated in whole hour increments
4. Any type of leave donated will become sick leave for the receiving employee. If needed, this leave will be permanently retained by the employee receiving the donation but may never be cashed in. Leave donations will be date and time stamped in the order the Human Resources Department received them. Donated leave will be utilized as needed and deducted from the donor's balance at time of utilization. Eligibility for the Board's Sick Leave Incentive Program will not be affected by employee's donating leave.
5. Leave time while on paid leave donation will not count toward an employee's probationary period or days worked for annual salary increases.
6. No management or supervisory employee, inclusive of the Superintendent, will directly solicit leave donations from employees and will ensure that no employee is forced to donate leave.
7. The Superintendent retains the right to evaluate the status of an employee's request for donated leave time bi-weekly.

References: ORC 124.391 (A) and (B)  
 Administrative Code 123:1-46-05 (E)  
 02-ALL-ALL-0190  
 03-ALL-ALL-0381

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03-ALL-ALL-0381

Revised: 09-01-09

**WOOD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES****LEAVE DONATION PROGRAM – DONOR APPLICATION FORM****I. DONOR INFORMATION:**

Donating Employee: (Last Name, First Name)

I, \_\_\_\_\_

Department: \_\_\_\_\_

Facility: \_\_\_\_\_

<b><i>NUMBER OF HOURS DONATED</i></b>	<b><i>TYPE OF LEAVE DONATED</i></b>
	Vacation
	Sick Leave
	Personal Leave
	<b>TOTAL HOURS DONATED</b> (Must equal at least donor's average hours per day total)

**II. PERSON TO RECEIVE LEAVE:**

Person Receive Leave: (Last Name, First Name)

\_\_\_\_\_

Department: \_\_\_\_\_

Facility: \_\_\_\_\_

**III. CERTIFICATION:**

I hereby certify that this request is made voluntarily. I was not coerced, intimidated or financially induced into donating leave. By signing I hereby relinquish all rights to the leave shown and the benefits accruing to or attached to the same. I understand that the donation of leave is irrevocable and that no leave will be refunded to me. I certify that I will have a remaining balance of 80 hours or more of combined leave (sick, vacation, and personal) after making this donation.

\_\_\_\_\_  
Signature of Donating Employee\_\_\_\_\_  
Date

## Wood County Board of Developmental Disabilities

## PROCEDURE

Procedure #: 02-ALL-ALL-0315 (HR)  
 Effective Date: 08-21-89  
 Person Responsible: Human Resources Coordinator

Subject: Assault and Battery Leave  
 Last Revision: 09-01-09

Approvals/Date:

*Debbie Stuenkel*  
 Superintendent, WCDD

*Imag Burn*  
 Date Department Director

*10/15/09*  
 Date

The following definitions will apply:

**Assault** – Assault is defined in the dictionary as a violent verbal or physical attack. Assault is defined by law and legal interpretation as an unlawful attempt or threat to do physical injury to another.

**Battery** – Battery is defined by law and legal interpretation as the unlawful beating of a person.

**Assault & Battery** – By legal terminology assault and battery involves a threat and physical act. An act of assault puts the victim in fear of bodily harm only. (Raising a club or drawing back a fist is an assault only – because no actual blow/contact/injury followed). Battery pertains to the actual blow or other physical injury. The two offenses usually occur together and are usually punished as one. Therefore, assault and battery is the carrying out an assault with force and violence (a beating or any other forceful infliction causing wound/injury).

**Assault & Battery Leave** – Per the definitions (as stated above) assault and battery leave shall be granted by the appointing authority to an employee who must absent himself/herself from work due to physical/mental disability resulting from assault and/or battery which occurred in the course of Board employment, and which occurred with no provocation on the part of the employee.

**Assault & Battery Leave Benefits**

1. Maintenance of wages as a result of disability from Assault and Battery when physical injury to employee actually occurs. (Employee receives wages, to maximum of 40 hours and/or 7 calendar days per each Assault and Battery incident even though he/she is not working).
2. Maintenance of usual and customary sick leave and vacation accruals during assault disability days/scheduled hours (sick leave/vacation will not be charged against disabled employee and disabled employee will earn usual and customary accruals for paid assault and battery leave).

**Physical Disability** – Temporary injury sufficient in magnitude to render employee powerless to perform duties in a fit manner. Injury which incapacitates. May be associated with reasonable accommodation as described in policy 01-ALL-ALL-0048, Fitness for Duty. Under such circumstances Assault and Battery Leave benefits earned/paid on those hours where physical disability prohibits performance of duties.

1. An employee who is physically injured in an assault and battery by a person enrolled in a service program operated by the Board may apply for assault and battery leave in lieu of sick leave and may be granted such leave subject to the following conditions and limitations:

- A. The injury must have resulted from an actual assault and battery by a consumer, on the agency premises and/or during an agency function off premises when the employee is working in an approved and proper manner.
- B. The incident which resulted in the injury must be reported at the time of its occurrence and the incident report must be submitted within the established guidelines for incident reports.
- C. The injury must be verified by a licensed physician within 24 hours of its occurrence. A statement by the examining physician certifying the nature of the injury, the necessity for the employee to be absent, and the date of the employee's ability to return to normal duties without restriction must be submitted on Form 03-ALL-ALL-0082 (Medical Certificate).
- D. The medical certificate along with Assault & Battery Leave Form 03-ALL-ALL-0111, UIR and addendums must be submitted to Superintendent for approval of restitution, compensation and accrual benefits.
- E. The employee must cooperate fully with the administration and policy, if necessary, in any investigation and action arising therefrom unless otherwise advised by his/her own counsel.
- F. The maximum duration for an assault and battery leave shall be six (6) weeks. (No accrual of benefits beyond six weeks).

2. If the conditions above are met in full and the Department Director and the appointing authority approve, the Board will:

- A. Provide full payment for each full or partial day of such absence for which there is no payment by the Bureau of Workers' Compensation to a maximum of 40 hours and/or seven (7) calendar days per incident.

1. If the abuse/disability exceeds 40 hours/7 calendar days, the employee shall file a C-1 Industrial Commission Compensation Application form for payment of lost wages/income maintenance.

**NOTE:** Per Workers' Compensation Guidelines, a disability must exist for 14 days or longer in order for the employee to be compensated for the first 7 days of disability. Therefore, if a subsequent award is made effective to the first day of absence for an injury resulting in absence, assault and battery leave paid to the employee shall be returned to the Agency by a cashier's check or money order.

**NOTE:** An employee disabled from an Assault and Battery may make application on C-3 form for payment of all medical bills associated with the work injury/assault.

2. A C-1 and/or C-3 form (from Industrial Compensation) may need to be executed.

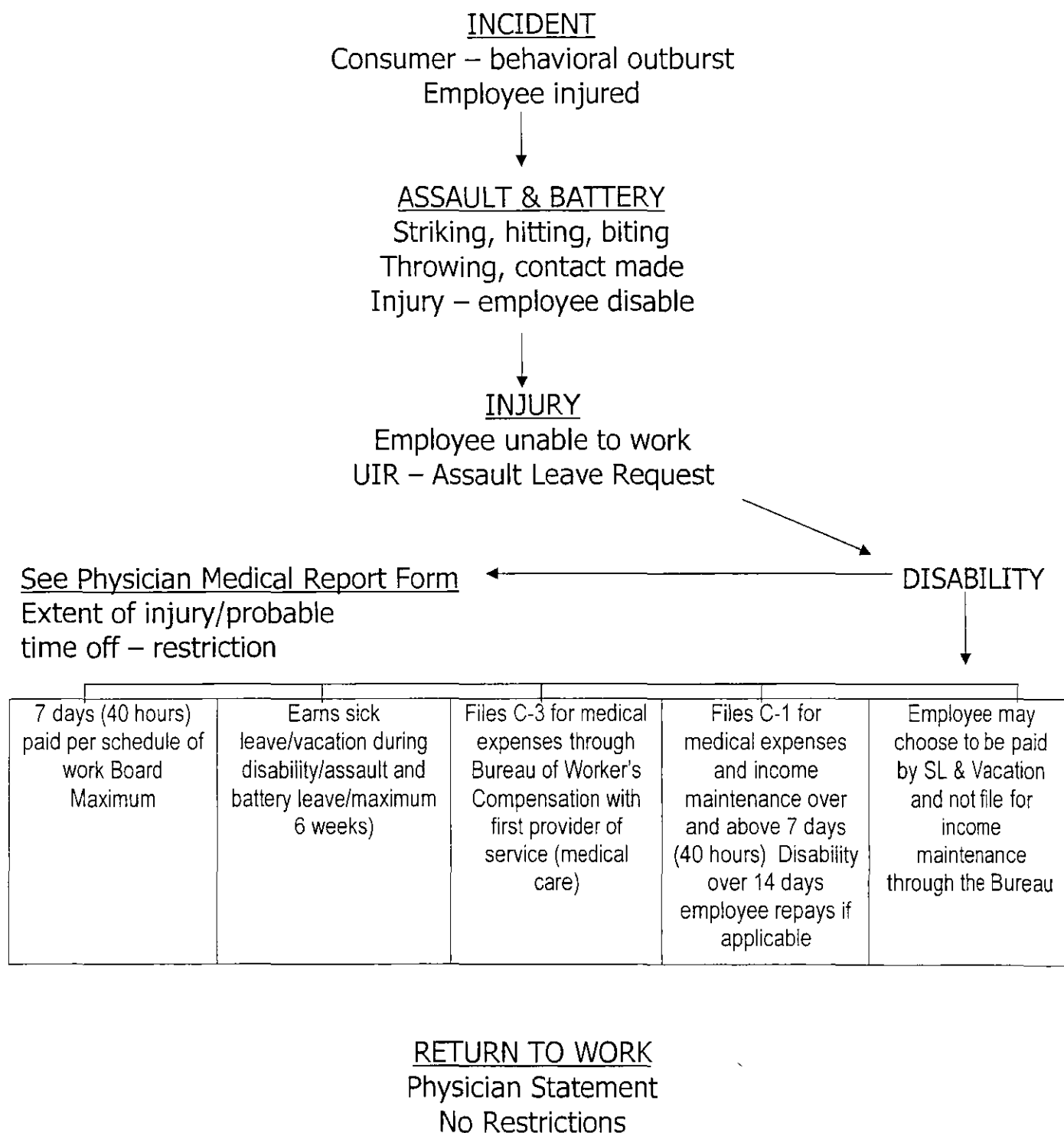
B.	Consider the absence as Assault and Battery Leave which shall not be deducted from the employee's accumulated unused sick and/or vacation leave; AND during the Assault and Battery Leave time the employee shall continue to accrue such leaves for a maximum of six (6) weeks.
C.	Provide all other benefits to which the employee is entitled during the term of absence for assault and battery leave.
3.	The appointing authority shall have the right to require a physical examination by a licensed physician when any doubt arises as to an employee's fitness for duty as a result of assault and battery. The cost of any such examination shall be paid by the employee.
4.	Certain incidents relevant to assault and battery may occur which have ramifications that may deserve special review or consideration for leave. Such incidents should be brought to the attention of the appointing authority for review.
5.	Employee falsification of either a signed statement (or report) or a physician's certificate is grounds for employee corrective action.

References: 01-ALL-ALL-0048  
Ohio Revised Code 3319.143; 5126.05 (A)

Attachment: Appendix A - Assault and Battery Flow Chart

Forms: 03-ALL-ALL-0082  
03-ALL-ALL-0111  
03-ALL-ALL-0131

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**APPENDIX A****ASSAULT AND BATTERY FLOW CHART**

03-ALL-ALL-0111  
Revised: 09-01-09

## **WOOD COUNTY BOARD OF DD** **APPLICATION FOR ASSAULT & BATTERY LEAVE**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ DEPT/FAC: \_\_\_\_\_  
 BEGIN DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ am/pm END DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ am/pm  
 TOTAL HOURS: \_\_\_\_\_ (Maximum of 7 calendar days [40 hours] per work schedule)  
 DATE OF INCIDENT/ASSAULT/BATTERY: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_ (Max 6 weeks)  
 EMPLOYEE REMARKS: \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_

\*\*\*\*\*

### **ADMINISTRATIVE USE ONLY**

A. Supervisor In Charge: \_\_\_\_\_ Date: \_\_\_\_\_  
 B. Employee forms attached and executed per procedure and time frame: YES NO  
     Industrial Claim initiated YES NO  
     UIR YES NO  
     UIR Addendum YES NO  
     Physician's Fit for Duty Form YES NO  
 C. Reasonable Accommodation Requested YES NO  
 D. Comments: \_\_\_\_\_

\*\*\*\*\*

### **RECOMMENDATIONS ~ Circle A for APPROVED – D for DISAPPROVED**

_____ Supervisor	A D	_____ Date	_____ Supervisor	A D	_____ Date
_____ Department Director	A D	_____ Date	_____ Appointing Authority	A D	_____ Date

If approved by the appointing authority, employee will receive regular wages for assault and battery disability for a maximum of 7 calendar days (40 hours) per work schedule and absence shall not be charge against sick leave or vacation leave earned and shall be credited sick leave/vacation earnable for duration of assault/battery/leave/absence (limited to 6 weeks). See procedure 02-ALL-ALL-0315.

cc: Original to: Personnel  
 Copies to: Payroll & Employee



03-ALL-ALL-0131  
Revised: 09-01-09

**WOOD COUNTY BOARD OF DD**  
**EMPLOYEE CONSENT TO RELEASE OF MEDICAL RECORDS**

I, \_\_\_\_\_ hereby  
authorize \_\_\_\_\_ to  
release to \_\_\_\_\_ the  
following medical information from my personal medical records. (Describe the information desired  
to be released) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I give my permission for this medical information to be used for the following purpose (to  
document my fitness for duty for duty per Board policies and procedures), but I do not give  
permission for any other use or redisclosure of this information. (Explain injury or incident  
necessitating medical care): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
DATE OF RELEASE

\_\_\_\_\_  
RECORDS RECIPIENT

\_\_\_\_\_  
DATE OF REQUEST

**Physician Certification  
For Family or Medical Leave  
(Please Print)****Wood County Board of DD  
1921 E. Gypsy Lane Road, BG, OH 43402**\_\_\_\_\_  
Employee's Name\_\_\_\_\_  
Patient's Name (if other than employee)

I hereby authorize you to release any information pertaining to my current medical condition to my employer or its representative for the purpose of determining eligibility for family and medical leave of absence.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Witness**To be completed by Physician**

Please assist us by clarifying the facts about the requested leave by completing the information below.

1. As a duly authorized medical care provider, I certify that I am currently treating \_\_\_\_\_.

Name of Patient

2. The Patient has been diagnosed and is receiving treatment for the following condition:

\_\_\_\_\_  
\_\_\_\_\_

3. The condition began on \_\_\_\_/\_\_\_\_/\_\_\_\_.

4. In my opinion, that condition will last until (provide date if possible) \_\_\_\_/\_\_\_\_/\_\_\_\_.

5. As a result of that condition, it is my opinion that:

6. ☐ Yes ☐ No

Is inpatient hospitalization of the family member (patient) required?

7. ☐ Yes ☐ No

Is employee able to perform work of any kind? If yes, please list:

\_\_\_\_\_

For certification relating to care for the employee's seriously-ill family member, complete 8-10 below as they apply to the family member.

8. ☐ Yes ☐ No

Is inpatient hospitalization of the family member (patient) required?

9. ☐ Yes ☐ No

Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation?

10. ☐ Yes ☐ No

After review of the employee's signed statement (see item 11), is the employee's presence necessary or would it be beneficial for the care of the patient? (This may include psychological comfort)

Type of Practice (Field of Specialization, if any) \_\_\_\_\_

Signature of Physician or Practitioner \_\_\_\_\_ Date \_\_\_\_\_

Office Stamp or printed name and address:

[illegible]

Date: \_\_\_\_\_

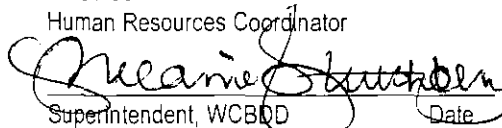
## Wood County Board of Developmental Disabilities

## PROCEDURE

Procedure #: 02-ALL-ALL-0491 (HR)  
 Effective Date: 09-01-95  
 Person Responsible: Human Resources Coordinator

Subject: Tuition Waiver  
 Last Revision: 09-01-09

Approvals/Date:

  
 Superintendent, WCBDD

  
 Date Department Director

10/15/09  
 Date

The following definitions will apply:

**Eligible Person** – Any Wood County Board of DD employee who has established one year of employment, works an average of 20 hours bi-weekly and is enrolled in an upper level undergraduate (usually 300 and 400 level) course or qualifying graduate course related to study of MR/DD or a related profession to the employee's position.

**Term** – Fall, Winter, Spring or Summer

1. Any eligible employee requesting reimbursement must fill out Request for Tuition Reimbursement Form 03-ALL-ALL-0332 before the course begins up to 90 days prior to the beginning of a term and no later than the last day of drop/add for classes, and submit it to their direct supervisor. After the Supervisor and Department Director have signed off on the form it is then sent to the Human Resources Coordinator and then forwarded to the Superintendent for final signature. The Human Resources Coordinator is responsible in processing and maintaining all the required records in connection with the Tuition Waiver Procedure.
2. The employee must sign Form 03-ALL-ALL-0343 consenting to remain an eligible employee for at least one year after the completion of the course, in some capacity with WCBDD and must be submitted to the Human Resources Coordinator. Failure to complete one year of employment as specified above will result in the employee being required to repay funds that were reimbursed.
3. Acceptable applications will be reviewed on a first-come-first-serve basis, until available funds have been exhausted.
4. One approved course per term may be reimbursed at \$200.00 per course. No more than 3 courses can be reimbursed within the same fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>).
5. An original grade slip depicting a grade of C or better for undergraduate courses, B or better for graduate courses or a pass for a pass/fail course must be submitted to the Human Resources Coordinator along with the receipt for payment and the Tuition Reimbursement Form 03-ALL-ALL-0333.
6. The Human Resources Coordinator will acknowledge in writing that the grade slip and receipt of payment has been received by the Human Resources Department and give the applicant an approximate reimbursement date, within 10 days after receipt of grade slip and receipt of payment.
7. An accounting of funds shall be maintained in the Fiscal office.

Forms: 03-ALL-ALL-0332  
 03-ALL-ALL-0333  
 03-ALL-ALL-0343

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Form 03-ALL-ALL-0332

Revised: 09-01-09

**REQUEST FOR TUITION REIMBURSEMENT**  
**WOOD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

DATE \_\_\_\_\_ NAME \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

ADDRESS \_\_\_\_\_

HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

DATE OF EMPLOYMENT \_\_\_\_\_ FACILITY OF EMPLOYMENT \_\_\_\_\_

*(Employee must remain an eligible employee for at least one year after the completion of the course. Failure to complete one year of employment as specified will result in the employee being required to repay funds that were reimbursed.)*

POSITION \_\_\_\_\_ HOURS OF BI-WEEKLY EMPLOYMENT \_\_\_\_\_

**COURSE INFORMATION**

COURSE NAME AND NUMBER \_\_\_\_\_

EDUCATIONAL INSTITUTION \_\_\_\_\_

RATIONALE FOR RELATION OF COURSE TO FIELD OF DD OR A RELATED PROFESSION  
 \_\_\_\_\_  
 \_\_\_\_\_

DATES OF COURSE \_\_\_\_\_

DESCRIPTION OF COURSE  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE OF LAST REIMBURSED COURSE \_\_\_\_\_

APPLICANTS SIGNATURE _____	DATE _____	TIME _____	Approve__ Disapprove__
----------------------------	------------	------------	------------------------

SUPERVISOR SIGNATURE _____	DATE _____	TIME _____	Approve__ Disapprove__
----------------------------	------------	------------	------------------------

DEPARTMENT DIRECTOR _____	DATE _____	TIME _____	Approve__ Disapprove__
---------------------------	------------	------------	------------------------

HUMAN RESOURCES COORDINATOR _____	DATE _____	TIME _____	Approve__ Disapprove__
-----------------------------------	------------	------------	------------------------

SUPERINTENDENT/CEO _____	DATE _____	TIME _____	Approve__ Disapprove__
--------------------------	------------	------------	------------------------

\* This application is due no earlier than 90 days prior to the start of the term for the course and no later than the first day of the classes.

03-ALL-ALL-0333  
Revised: 09-01-09

**TUITION REIMBURSEMENT FORM**  
**WOOD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Attached please find my receipt of payment and an original grade slip that  
I have received for the course of \_\_\_\_\_.  
I am submitting them for tuition reimbursement of \$\_\_\_\_\_.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

03-ALL-ALL-0343  
Revised: 09-01-09

**WAGE AGREEMENT**

I understand, if I have not fulfilled my financial obligations to the Wood County Board of Developmental Disabilities as of the date of my resignation, my final paycheck will have the proper amount of funds withheld for the following recognized obligations:

1. Loss of Keys or Cards
2. Not Fulfilling Obligation for CDL Licensure Reimbursement
3. Not Fulfilling Obligation for Tuition Reimbursement
4. Health & Dental Premiums Paid on My Behalf
5. Other Obligations I May Accrue Which I Have Agreed to Honor

Should insufficient funds be present to meet my final obligations, I understand that legal proceedings for collections will be instituted against me.

Name \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

*Only one copy needs to be present in the Personnel File to cover any of the  
different circumstances specified in the wage agreement*

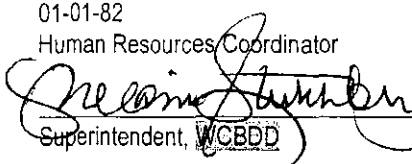
Wood County Board of Developmental Disabilities


## PROCEDURE

Procedure #: 02-ALL-ALL-0458 (HR)  
 Effective Date: 01-01-82  
 Person Responsible: Human Resources Coordinator

Subject: Sick Leave/Severance/Retirement Pay  
 Last Revision: 04-27-09

Approvals/Date:

  
 Superintendent, WCBDD Date

  
 Department Director Date 4/30/09

1. Upon **resignation or retirement**, as defined per Public Employees Retirement System, an employee of the WCBDD hired prior to **10/01/2000** will be eligible to receive reimbursement for accrued days of unused sick leave as follows:
  - A. With five (5) years of service ten percent (10%) of accrued sick leave will be reimbursed.
  - B. With ten (10) years of service fifteen (15%) of accrued sick leave will be reimbursed.
  - C. With fifteen (15) years of service twenty percent (20%) of accrued sick leave will be reimbursed.
  - D. With twenty (20) years of service thirty-five percent (35%) of accrued sick leave will be reimbursed.
  - E. With twenty-five (25) years or more of service fifty percent (50%) of accrued sick leave will be reimbursed.

The payment of sick leave will be based on the employee's rate of pay at the time of resignation or retirement. Payment of sick leave on this basis will eliminate the remaining accrued sick leave.
2. Upon **retirement**, an employee of the WCBDD hired on or after **10/01/2000** will be eligible to receive reimbursement for accrued days of unused sick leave as follows:
  - A. With ten (10) years of service twenty-five percent (25%) of accrued sick leave will be reimbursed, not to exceed 240 hours.
  - B. With fifteen (15) years of service thirty percent (30%) of accrued sick leave will be reimbursed, not to exceed 288 hours.
  - C. With twenty (20) years of service thirty-five percent (35%) of accrued sick leave will be reimbursed, not to exceed 336 hours.
  - D. With twenty-five (25) years of service forty percent (40%) of accrued sick leave will be reimbursed, not to exceed 384 hours.
  - E. With thirty (30) years or more of service fifty percent (50%) of accrued sick leave will be reimbursed, not to exceed 480 hours.

The payment of sick leave reimbursement will be based on the employee's rate of pay at the time of retirement. Payment of sick leave on the basis will mean the elimination of all sick leave accrued by the employee at this time.
3. Sick leave which is donated in accordance to Paid Leave Donation procedure 02-ALL-ALL-0528, shall not be included in resignation or retirement sick leave reimbursement.
4. An employee who transfers from the Wood County Board of DD to another Public Agency shall select one of the following options, provided re-employment occurs within 10 years:
  - A. Cash out sick leave balance, according to this procedure and leave a zero balance.
  - B. Transfer the **entire** amount and leave a zero balance.
5. Sick leave which is donated in accordance to Paid Leave Donation procedure 02-ALL-ALL-0528, shall not be included in separation and/or retirement severance pay of sick leave hours.
6. All severance pay offs in excess of \$5,000 require Board approval.
7. After one (1) year of employment, employee is entitled to 100% of accumulated vacation time at current rate of pay.

References: 02-ALL-ALL-0528  
 OAC 123.1-32-10  
 ORC 124.39; 2113.04; 4117.01; 5125.20

Forms: 03-ALL-ALL-0207

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Wood County Board of Developmental Disabilities  
Hire Card/Attendance Record

**SICK LEAVE/VACATION PAYOFFS**

Access Number \_\_\_\_\_ Employee Name \_\_\_\_\_

Resignation Date \_\_\_\_\_

**SICK LEAVE PAYOFF**

Number of Years Employed \_\_\_\_\_

Sick Leave Hours Balance \_\_\_\_\_

X Percentage Eligible For \_\_\_\_\_

= Equals SL Hours Balance \_\_\_\_\_

X Hourly Rate \_\_\_\_\_

= Equals Sick Leave Payoff Amount \$ \_\_\_\_\_

**COMPLETED BOARD SERVICE:**

SL Percentages	10% - 5 years	35% - 20 Years
	15% - 10 years	50% - 25 years
	20% - 15 years	

**VACATION PAYOFF**

Vacation Hours Balance \_\_\_\_\_

X Hourly Rate \_\_\_\_\_

=Equals Vacation Payoff Amount \$ \_\_\_\_\_

All severance payoffs in excess of \$5,000.00 require Board approval. \$ \_\_\_\_\_  
Total Combined Payoff

Approval \_\_\_\_\_ Date \_\_\_\_\_  
Human Resources Coordinator

Approval \_\_\_\_\_ Date \_\_\_\_\_  
Superintendent

Approval \_\_\_\_\_ Date \_\_\_\_\_  
Board Member