

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
July 9, 2012
6:00 p.m.

I. Opening of the Meeting

1. **Call to Order** – President

2. **Roll Call** – President

R. McKinney ____ D. Mowen ____ T. Parks ____ B. Pool ____ J. Renner ____

B. Neavin ____ P. Dodson ____ C. Neanen ____ S. Couch ____

K. Carpenter ____ K. Powell ____ P. Friesel ____

3. **Pledge of Allegiance**

4. **Appointment of Treasurer Pro Tempore for the purpose of the July 9, 2012 regular meeting.**

Motion by _____, to appoint _____ as
Treasurer Pro Tempore for the July 9, 2012 board meeting.

Seconded by _____.

Discussion.

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____

5. **Adopt the Agenda**

Motion by _____, seconded by _____ to
adopt the agenda.

Discussion.

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____

6. Recognition of Visitors

7. Executive Session (only if necessary)

_____ invited to participate in
executive session.

To discuss _____.

Motion by _____, second by _____ to convene
executive session.

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

8. Other Opening Business

II. Treasurer's Business – Priscilla Dodson

1. The Treasurer recommends approval of the following:

- A. Approve minutes of the June 28, 2012 Regular Board Meeting
- B. Submission of Warrants

- C. Submission of Financial Report
- D. Submission of Investment Report
- E. Advance \$60,000 from General Fund 001-0000 to Food Service 006.
- F. Advance \$60,000.00 from General Fund 001-0000 to Athletic Fund 300.

Motion by _____, seconded by _____, to approve agenda Item II. 1.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

III. Old Business

1. **Miami Valley Career Technology Center Report** – Doug Mowen
2. **Parks and Recreation Board Report** – Joe Renner
3. **Project Manager's Report** – Tom Doseck
4. **Superintendent's Report** – Brad Neavin
5. **Director of Education's Report** – Cindy Neanen
6. **Principal's Report**
7. **Other Old Business**

IV. New Business

1. Employment – Classified Staff

The Administration recommends the following personnel as listed for the 2012-2013 school year. Salaries, benefits and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

A. Brandon Robinson, Educational Aide

Motion by _____, seconded by _____, to
approve agenda Item IV. 1.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

2. Employment – Non-certificated Staff – Substitutes

The Administration recommends employment of the following personnel for the 2012-2013 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

A. Kristina Streets, Substitute Bus Driver

Motion by _____, seconded by _____, to
approve agenda Item IV. 2.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

3. Employment – Certified Staff Supplemental Contract

A. The Administration recommends approval for Denise Sanders to provide extended school year services in literacy instruction for a special needs student at the rate of \$20.00 per hour, not to exceed 10 hours, for the 2011-2012 school year, retroactive to June 4, 2012.

B. The Administration recommends approval for the following teachers to receive a stipend of \$90.00 for an all-day leadership training to be conducted by NWEA on August 14, 2012. The cost will be covered through grants.

C. Ann Bruce
D. Teresa Gels
E. Aaron Hemmert
F. Catherine Borucki
G. Shelley Moore
H. Donele Rice
I. Annie Martin
J. Rhonda Winings
K. Susan Wike
L. Bev Richardson
M. Ami Fugate
N. Kristin Schamel
O. Karen Titkemeyer
P. Emily Schaeffer

Q. Mary Neavin
R. Jennifer Couch
S. Taffie Ruebush
T. Dan Lucas
U. Jennifer Beeghly
V. Keith Schultz
W. Erica Hamilton
X. Sara McKee
Y. Sarah Brown
Z. Kristina Armstrong
AA. Keri Osswald
BB. Debbie McKinney
CC. Denise Sanders

Motion by _____, seconded by _____, to
approve agenda Item IV. 3.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

4. Employment – Non-Certificated Staff – Athletic Contracts

The following positions have been posted and no certificated staff members have applied. The Administration recommends the employment of these nominees on one-year limited contracts for the 2012-2013 (July 1, 2012 – June 30, 2013) or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

A. Allison Jaynes Reserve Girls Basketball Coach

Motion by _____, seconded by _____, to approve agenda Item IV. 4.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

5. Amended Job Description

The Administration recommends the approval of the amended job description for Bus Drivers, retroactive to July 1, 2012, in compliance with ORC 3327.10 (Attachment A).

Motion by _____, seconded by _____, to approve agenda Item IV. 5.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

6. **Resolution**

The Administration recommends approval of *A RESOLUTION APPROVING THE DETAILED ESTIMATE OF COST FOR AUDITORIUM FURNISHINGS AND AUTHORIZING THE COMMENCEMENT OF BIDDING INCLUDING THE ADVERTISEMENT FOR AND REVIEW OF BIDS THEREFOR ALL RELATED TO THE CONSTRUCTION OF THE EATON MIDDLE SCHOOL*

WHEREAS, the Eaton Community School District, County of Preble, Ohio (hereinafter called the “School District”) building program identifying classroom facilities needs and basic project costs (hereinafter called the “Master Plan”) for the Eaton Middle School Project (the “Project”) has been conditionally approved by the Ohio School Facilities Commission, State of Ohio (hereinafter called the “Commission”) and Ohio Controlling Board, as authorized under Section 3318.36 of the Ohio Revised Code (“O.R.C.”);

WHEREAS, the Eaton Community School District Board of Education (hereinafter called the “Board of Education”) has issued its bond or notes as required under Sections 3318.80(A) and 3318.091, O.R.C. and deposited the proceeds thereof in the Board of Education’s Construction Account as required by Sections 3318.80(B) and 3318.091, O.R.C.;

WHEREAS, the Board of Education has entered into an Expedited Local Partnership Program Agreement with the Commission related to the Project pursuant to Section 3318.36, O.R.C. and a Classroom Facilities Assistance Program Agreement with the Commission related to the Project pursuant to Section 3318.08, O.R.C.;

WHEREAS, the Board of Education has contracted with a qualified professional design firm, Fanning/Howey Associates, Inc. (hereinafter called the “Architect”), under Sections 153.65 to 153.71, O.R.C., to prepare separate plans, specifications and estimates of cost, and such data as the Board of Education deems necessary for the Project and in compliance with the specifications set forth in the Commission’s Design Manual, where applicable;

WHEREAS, the Ohio School Facilities Commission has retained a qualified construction management firm, Megen Construction Company, Inc. (hereinafter called the “Construction Manager”), under Sections 9.33, 9.331 and 9.332, O.R.C., related to constructability, logistics, availability of materials and labor, and time requirements for construction, preliminary budgets and possible economies;

WHEREAS, the Board of Education has appointed Thomas Doseck as its authorized representative (hereinafter called the “Authorized Representative”) to act on its behalf during the planning, bidding, award and construction phases of the Project;

WHEREAS, the Construction Manager, with the assistance of the Architect and Authorized Representative, has completed the scope of necessary furnishings for the auditorium in order to facilitate the bidding and awarding of a bid package related thereto (hereinafter called the “Furnishings Bid Package”), taking into consideration factors including, but not limited to, time of performance, availability of labor, and overlapping trade jurisdictions;

WHEREAS, the Architect, with the assistance of the Construction Manager, has prepared and submitted to the Board of Education, draft bid documents for the Furnishings Bid Package setting forth in detail the necessary requirements related thereto; and

WHEREAS, the Board of Education now desires to commence the competitive bidding process for the Furnishings Bid Package as authorized under Section 3313.46, O.R.C.

NOW, THEREFORE BE IT RESOLVED, by the Board, that after careful consideration and evaluation of the information before it:

Section 1. The Board of Education, as authorized under Sections 3313 .46(A)(1), O.R.C., approves the Detailed Estimate of Cost of **\$362,000** for the Furnishings Bid Package in substantially the form presently on file with this Board of Education.

Section 2. That the Board of Education, as authorized under Section 3313.46(A)(1), O.R.C., approves the draft bid documents for the Furnishings Bid Package in substantially the form presently on file with this Board of Education, subject to finalization and approval as to legal form by construction counsel and the procurement of all necessary government approvals.

Section 3. The Board of Education authorizes the Construction Manager and Architect, upon finalization of the bid documents and procurement of all necessary government approvals, to commence the bidding process for the Furnishings Bid Package in compliance with all applicable laws, including, but not limited to, Sections 9.31, 9.311, 153.12, 153.50, 153.51, 153.52, 153.54 to 153.571, 3313.46, O.R.C., and to use the Detailed Estimate of Cost stated in Section 2 as the estimate of cost to be included in the bidding documents as required by Section 153.12, O.R.C.

Section 4. The Board of Education approves for publication a “Notice To Bidders” for the Furnishings Bid Package and authorizes the Construction Manager to publish said Notice for one week in a newspaper of general circulation within the School District and to simultaneously post said Notice on the School District’s website prior to the date specified for receiving bids in conformance with Sections 7.12 and 3313.46(A)(2), O.R.C.

Section 5. The Board of Education authorizes the Construction Manager and Authorized Representative, with the assistance of the Architect, to coordinate the opening of bids for the Furnishings Bid Package in compliance with Section 3313.46(A)(3), O.R.C., and, immediately following the opening of all bids, the Construction Manager and Architect are authorized to substantiate the bids for responsiveness, then conduct a responsibility investigation of the apparent low bidder for said Furnishings Bid Package, and any other bidder as appropriate, in conformance with the Instructions to Bidders and any bid evaluation process agreed to with the Board of Education and its construction counsel, and prepare and submit to the Board of Education a recommendation about the award or rejection of any bid or bids for the Furnishings Bid Package, and the acceptance or rejection of any alternate for the Furnishings Bid Package, in accordance with applicable law.

Section 6. This Board of Education hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of Education, and that all deliberations of this Board of Education and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22, O.R.C.

Section 7. This resolution shall be in full force and effect from and immediately after its adoption and shall supercede any prior resolution or act of this Board of Education, which may be inconsistent or duplicative with the provisions of this resolution.

Motion by _____, seconded by _____, to
approve agenda Item IV. 6.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

7. School Breakfast and Lunch Prices for 2012-2013

The Administration recommends the following school breakfast and lunch prices for the 2012-2013 school year.

Breakfast	\$1.85
Elementary Lunch	\$2.55
Middle School Lunch	\$2.75
High School Lunch	\$2.75

Motion by_____, seconded by_____, to
approve agenda Item IV. 7.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool____ Renner ____

President declares motion _____.

8. Contract with the Preble County General Health District

The Administration recommends approval of the FY2013 contract with the Preble County Health District for services received August 1, 2012 through July 31, 2013 (Attachment B)

Motion by_____, seconded by_____, to
approve agenda Item IV. 8.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool____ Renner ____

President declares motion _____.

9. Joint Use Agreement with Sinclair College

The Administration recommends approval of the Joint Use Agreement with Sinclair Community College (Attachment C).

Motion by_____, seconded by_____, to approve agenda Item IV. 9.

Discussion

McKinney ___ Mowen ___ Parks ___ Pool___ Renner ___

President declares motion _____.

10. Lease Agreement with Sinclair College

The Administration recommends approval of the Lease Agreement with Sinclair Community College (Attachment D).

Motion by_____, seconded by_____, to approve agenda Item IV. 10.

Discussion

McKinney ___ Mowen ___ Parks ___ Pool___ Renner ___

President declares motion _____.

11. Second Reading and Adoption of Board of Education Policy Updates

The Administration recommends the second reading and adoption of the following revision to the Board of Education Policies and Regulations.

A. Family and Medical Leave –Policy GBR/GBR-R (Attachment E)

Motion by_____, seconded by_____, to
approve agenda Item IV. 11.

Discussion

McKinney ___ Mowen ___ Parks ___ Pool___ Renner ___

President declares motion _____.

12. Surplus Items List

The Administration recommends approval to declare certain items as surplus/obsolete and to dispose of them.

- A. (1) Cassette Player
- B. (1) Listening Station
- C. (1) Stool
- D. (8) Overhead Projectors

Motion by_____, seconded by_____, to
approve agenda Item IV. 12.

Discussion

McKinney ___ Mowen ___ Parks ___ Pool___ Renner ___

President declares motion _____.

13. Other New Business

Motion by_____, seconded by_____, to
approve agenda Item IV. 13.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

14. Executive Session (if necessary)

To discuss _____

Motion by _____, second by _____ to convene executive session.

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

V. Adjournment

Motion by _____, seconded by _____, to adjourn the meeting.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

President adjourns meeting at _____ p.m.

Upcoming Meeting:

Regular Board Meeting
Monday, August 13, 2012 – 6:00 p.m.
Hollingsworth East Elementary

Special Board Meeting
Wednesday, August 15, 2012 – 12:30 p.m.
William Bruce Elementary

JOB DESCRIPTION

*Eaton Community Schools
An Equal Opportunity Employer*

Title: Bus Driver
Reports to: Transportation Supervisor
Employment Status: Full-time
FLSA Status: Non-exempt

QUALIFICATIONS:

1. Be twenty-one years of age or older.
2. High school diploma or equivalent (additional training desirable)
3. Must pass criminal background check.
4. Possess high moral character.
5. Possess a regular and predictable attendance record without tardiness.
6. Valid driver's license with minimum of two years driving experience.
7. Have ability to maintain a high level of ethical behavior and confidentiality of information.
8. Possess ability to work with administration, supervisors, and fellow employees positively, effectively, and energetically.
9. Must satisfactorily complete pre-employment drivers' training program, basic and advanced bus driver's education program, obtain bus drivers' certificate, and a valid CDL with bus driver endorsement.
10. Must pass annual physical examination.
11. Must maintain a vehicular safe driving record at all times.
12. Must meet all state and local requirements regarding employment as a bus driver.

GENERAL DESCRIPTION:

Safely and efficiently transports students to and from school and school sponsored events following Ohio and national traffic safety laws; performs pre-trip inspections, maintains student discipline while on bus, and reports any mechanical problems to appropriate authority.

ESSENTIAL FUNCTIONS:

1. Transports students to and from school and other school sponsored events safely, on time, and efficiently.
2. Follows Ohio and national traffic safety laws; operates school vehicles safely with respect to road and traffic conditions.
3. Follows all pupil transportation standards as established by the Ohio Department of Education and Eaton Community Schools including completion of a pre-trip inspection form before driving any bus.
4. Maintains cleanliness within the bus.
5. Checks bus for damage caused by students after each group is unloaded.
6. Maintains on the bus an up-to-date list of students assigned.

7. Follows the route map and route stops as defined for his/her bus.
8. Enforces all school bus regulations for the safest possible transportation of students; maintains appropriate student discipline and assigns seats.
9. Reports, on the appropriate form, excessive student discipline problems.
10. Supervises students as they board and depart from the bus at all times.
11. Immediately reports to the mechanic or supervisor any mechanical problems that may be observed in the motor, chassis, or body.
12. Reports to the Transportation Supervisor any road conditions or construction that necessitate route changes.
13. Immediately reports to the Transportation Supervisor any traffic violations by another vehicle that endanger the bus riders, including failure to stop for loading and unloading students.
14. Schedules and supervises emergency evacuation drills.

OTHER DUTIES AND RESPONSIBILITIES:

1. Attends meetings as required by supervisor.
2. Maintains a neat personal appearance and refrains from abusive language and profanity while on duty.
3. Performs other duties as assigned by Supervisor, Superintendent or designee.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:	Board policies and procedures, Ohio Department of Education Pupil Transportation regulations; safety practices and procedures; public relations; student discipline code; local geographical area; daily pre-trip inspection; required reports; emergency unloading procedures; Ohio traffic laws.
Ability to:	interpret policies, procedures and regulations; communicate effectively; recognize unsafe and hazardous conditions, maintain records; remain calm; read map and follow directions.
Skill in:	bus driving, CPR, first aid; use of fire extinguisher.

EQUIPMENT OPERATED:

School bus, fire extinguisher.

ADDITIONAL WORKING CONDITIONS:

Occasional exposure to blood, bodily fluids and tissue, unruly children/adults. Frequent exposure to inclement weather driving conditions.

TERM OF EMPLOYMENT:

One hundred seventy-eight days plus eleven paid holidays.

PERFORMANCE EVALUATION:

Conducted by the Transportation Supervisor.

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The incumbent will be required to follow the instructions and perform the duties required by the Board of Education.

Superintendent or designee

Date

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

Employee

Date

[Approval date: June 12, 2006]

[Re-approval date:]

EATON CITY SCHOOL DISTRICT
307 NORTH CHERRY STREET
EATON, OHIO 45320

This contract made at Eaton, Ohio, by and between the Eaton City Board of Education hereinafter referred to as the Board, and the Board of Health of the Preble County General Health District hereinafter referred to as the Contractor.

WHEREAS, the Board is in need of Public Health Nurses to provide services, and

WHEREAS, the Contractor is qualified and willing to provide the health services needed by the Board,

NOW, THEREFORE, it is hereby mutually understood and agreed as follows:

- (1) The Contractor hereby agrees to provide initial lice screening for students in Bruce and Eaton Middle schools and other limited public health services on an as needed basis.
- (2) It is understood by both parties, while on this interim contract, that the nurses will provide services if personnel are available.
- (3) The Board shall reimburse the Contractor for the health services rendered at an hourly rate of thirty-five dollars (\$35.00) per hour and the mileage rate in effect for month of billing. Such payment shall be made by the Board monthly, on the second Monday of each month following the regular Board of Education meeting. The Contractor shall file with the Board on or before the tenth of each month an itemized list of services rendered.
- (4) This contract shall be effective from August 1, 2012 through July 31, 2013.
- (5) The parties hereto agree to review the provisions of this contract prior to the termination of the agreement with the view of ascertaining whether this agreement or a revision hereof is necessary or advisable to provide adequate health services in the Eaton City Schools.
- (6) This contract is all in compliance with Section 3313.72 Revised Code of Ohio, which is to be considered a part of this contract as fully as if set out herein verbatim.

Page 2

BOARD OF EDUCATION OF THE
EATON CITY SCHOOLS

By _____
President

and

By _____
Treasurer

Date

PREBLE COUNTY BOARD OF HEALTH

By George E. Henry
President

and

By Melissa Howell
Secretary

June 21, 2012

Date

JOINT USE AGREEMENT

This JOINT USE AGREEMENT (the “Agreement”) is made and entered into as of this 14th day of July, 2012 by and between Sinclair Community College, (hereinafter referred to as the “College”) and Eaton Community Schools, (hereinafter referred to as the “Eaton Schools”).

WITNESSETH THAT:

WHEREAS, the 128th General Assembly has since enacted House Bill 462 which includes a specific appropriation of capital improvement resources in the total amount of two hundred thousand dollars (\$200,000), directed to the Ohio Board of Regents to improve the leased facility that will be used to prepare workers to meet the needs of growing industries; and

WHEREAS, the State of Ohio capital appropriations released through the Ohio Board of Regents require compliance with Ohio Board of Regents Rule 3333-1-03, which specifically calls for the execution of a Joint Use Agreement, and

WHEREAS, the College has concluded that the value of its use of, and exposure to, the Eaton Middle School and its tools and equipment as provided in this agreement, as enhanced by the acquisitions that will be made possible by this appropriation, is reasonably related to the amount of the appropriation, and

WHEREAS, the College wished to utilize the expanded, reconstructed and renovated facilities and equipment and tools of the Eaton Middle School in connection with programs identified in the Joint Use Agreement and, therefore, wishes to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is hereby agreed between the parties hereto as follows:

1. The College will submit to the Ohio Board of Regents, a request for the release of two hundred thousand dollars (\$200,000) to fund construction and space renovations.
2. Eaton Schools will allow access to the facility in for purposes of renovating space to establish the training lab as defined in Exhibit A, which is attached hereto and made a part hereof and, for the purposed hereof, constitute the “Project”. All aspects of the Project shall be performed at the Eaton Middle School, 311 N. Cherry Street, Eaton, OH 45320.
3. That throughout the entire term of this Agreement, the Eaton Schools will do the following:
 - a. Provide favorable lease rates to Sinclair over the term of the agreement.
 - b. Provide access to the electric, water and sewer services.
 - c. Provide maintenance and upkeep to the rented space.
4. The terms and conditions of such use by the College shall be more favorable than the terms and conditions of use by any other entity to a degree that reasonably reflects the magnitude of the College’s investment in the facility. The Ohio Board of Regents, shall, upon request, be provided with pertinent records of the facility that measure the nature and extent of the use of the facility by the College, and the terms and conditions governing such use.

5. That the term of this Agreement shall commence upon its execution by the parties and extend through calendar year 2032.
6. That in the event either party desires to terminate this agreement prior to the expiration of its term, written notice of either party's intent to terminate this agreement shall be given to the other party at least six (6) months prior to the effective date of that termination. Should the project not be completed or should the College's right to involvement in the Project be terminated prior to the term of this agreement, Eaton Schools shall return to the State of Ohio a pro rata portion of the State appropriation to be calculated by dividing the amount of its state appropriation by twenty (20) years and multiplying the result by twenty (20), minus the number of years of the College's involvement in the Project.
7. Eaton Schools shall hold the College harmless from liability for any and all costs, liabilities, and claims that arise from or are attendant to the construction, operation, and maintenance costs of Eaton Schools.
8. The funds appropriated for the Project by the State of Ohio shall be used only for capital improvements as defined in the House Bill 462.
9. Eaton Schools shall comply with all pertinent rules, regulations, and laws of the federal, state, and local government.
10. All mailing and notices to the parties shall be addressed to the parties at the addresses set forth below or to such other address as either shall have designated by notice given in accordance with the provisions of this paragraph. All mailings and notices shall be addressed as follows:

Eaton Community Schools
307 North Cherry Street
Eaton, Ohio 45320
Attn: Bradley C. Neavin, Superintendent

Sinclair Community College
444 West Third Street
Dayton, Ohio 45402
Attn: Jeffrey A. Miller, AVP Workforce Development

11. All Amendments to the Agreement shall require the prior approval of the College and Eaton Schools, as well as the express prior approval of the Ohio Board of Regents.
12. This Agreement shall be binding upon and inure to the benefit of Eaton Schools and the College and their respective successors and assigns.
13. This Agreement sets forth the entire agreement of the parties concerning the subject matter and any and all other oral or written agreements, discussions, representations, promises and understandings made or arrived at prior to or contemporaneously with this Agreement are hereby mutually revoked, withdrawn, rescinded and rendered null and void by the parties.
14. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

15. This Agreement shall be construed under and governed by the laws of the State of Ohio.
16. Eaton Schools represents and warrants that it owns the facility that will be renovated and improved and carries full general liability insurance for the building, equipment and contents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the later date below written.

EATON COMMUNITY SCHOOLS

By: _____

By: _____

Date: _____

SINCLAIR COMMUNITY COLLEGE

By: _____

By: _____

Date: _____

EXHIBIT A

1. Approximately \$200,000 will be spent on facility renovations and improvements to approximately 4,162 square feet of space located at the Eaton Middle School, 311 N. Cherry Street, Eaton ON, 45320.

A summary of the improvements will include necessary demolition and installation of new hardwood panel walls, hard ceiling, carpet, paint, lighting and miscellaneous electrical work.

**FY 2005 – FY 2006 Capital Bill (HB 16)
Extract regarding Joint Use Agreements**

“SECTION 19.51. No capital improvement appropriations made in Sections 19.02 to 19.48 of this act shall be released for planning or for improvement, renovation, construction, or acquisition of capital facilities if the institution of higher education or the state does not own the real property on which the capital facilities are or will be located. This restriction does not apply in any of the following circumstances:

- (1) The institution has a long-term (at least fifteen years) lease of, or other interest (such as an easement) in, the real property.
- (2) The Ohio Board of Regents certifies to the Controlling Board that undue delay will occur if planning does not proceed while the property or property interest acquisition process continues. In this case, funds may be released upon approval of the Controlling Board to pay for planning through the development of schematic drawings only.

(3) In the case of an appropriation for capital facilities that, because of their unique nature or location, will be owned or will be part of facilities owned by a separate nonprofit organization or public body and will be made available to the institution of higher education for its use, the nonprofit organization or public body either owns or has a long-term (at least fifteen years) lease of the real property or other capital facility to be improved, renovated, constructed, or acquired and has entered into a joint or cooperative use agreement with the institution of higher education that meets the requirements of division (C) of this section.

(B) Any foregoing appropriations which require cooperation between a technical college and a branch campus of a university may be released by the Controlling Board upon recommendation by the Ohio Board of Regents that the facilities proposed by the institutions are:

(1) The result of a joint planning effort by the university and the technical college, satisfactory to the Ohio Board of Regents;

(2) Facilities that will meet the needs of the region in terms of technical and general education, taking into consideration the totality of facilities which will be available after the completion of these projects;

(3) Planned to permit maximum joint use by the university and technical college of the totality of facilities which will be available upon their completion; and

(4) To be located on or adjacent to the branch campus of the university.

(C) The Ohio Board of Regents shall adopt rules regarding the release of moneys from all the foregoing appropriations for capital facilities for all state-supported or state-assisted institutions of higher education. In the case of capital facilities referred to in division (A)(3) of this section, the joint or cooperative use agreements shall include, as a minimum, provisions that:

(1) Specify the extent and nature of that joint or cooperative use, extending for not fewer than fifteen years, with the value of such use or right to use to be, as to be determined by the parties and approved by the Board of Regents, reasonably related to the amount of the appropriations;

(2) Provide for pro rata reimbursement to the state should the arrangement for joint or cooperative use be terminated;

(3) Provide that procedures to be followed during the capital improvement process will comply with appropriate applicable state laws and rules, including provisions of this act; and

(4) Provide for payment or reimbursement to the institution of its administrative costs incurred as a result of the facilities project, not to exceed 1.5 per cent of the appropriated amount.

JOINT USE AGREEMENT ANALYSIS

Institutions Involved: Sinclair Community College

Project Title: OBOR Training Capital Improvement Facilities Fund

Capital Bill: H.B. 462 Item C37711

☐_Yes___ 1. Is the amount of the grant specified?

☐_Yes___ 2. Is the facility to be built/improved identified specifically by address or location?

☐_Yes___ 3. Does the non-profit organization now own the property/equipment or have a long term lease?

If not, who does and when will the non-profit control the property/equipment?

☐_Yes___ 4. Does the agreement provide for use of the facility by the institution of higher education for at least 15 years from the time that it is ready for occupancy and what is the nature of that use?

☐_Yes___ 5. If the agreement is terminated, is there a pro rata reimbursement clause? Is the reimbursement formula correct?

☐_Yes___ 6. Will funds be used only for capital improvements and not operating costs?

☐_Yes___ 7. Will the non-profit hold the institution harmless for all operation/maintenance costs?

☐_Yes___ 8. Will the non-profit comply with federal, state, and local laws and rules?

☐_Yes___ 9. Is the non-profit required to competitively bid as outlined generally in ORC Chapter 153 (published ads, sealed bids, public opening, award to lowest responsive and responsible bidder, etc.) and is Chapter 153 referenced by name?

No 10. Does the contract provide for a 1.5% administrative fee for the institution?

☐_Yes___ 11. Does the agreement require that amendments be approved by the Board of Regents?

☐_Yes___ 12. Is a drawdown schedule or payment procedure included?

☐_Yes___ 13. Are the extent and nature of spaces/equipment and uses adequately described?

☐_Yes___ 14. Are the terms and conditions of use of the facility described?

☐_Yes___ 15. Has the institution demonstrated that the value of the use of the facility is reasonably related to the amount of the appropriation (See attached worksheet.)

☐_Yes___ 16. Is the facility/equipment insured and by whom?

☐_Yes___ 17. Is a representative of the non-profit aware they'll have to appear before Board of Regents when the joint use agreement is presented for approval?

Joint Use Agreement Worksheet

The Ohio Board of Regents

April, 2005

Direction: The purpose of this worksheet is to enable a campus to demonstrate how the value of the uses that will be derived from a Joint Use Agreement is reasonably related to the value of the state capital appropriation made to the partner entity. Section I is to be filled out by the staff of the Board of Regents. Section II and III are to be filled out by the partner campus.

Example: A campus wished to enter into a Joint Use Agreement with a 501(C)(3) entity for a state appropriation of \$5,000,000. The annual debt services paid by the state on this appropriation is about \$390,000 per year, for 20 years. To demonstrate that the value of the uses of the facility is reasonably related to the state appropriation, the sum of the campus' educational uses of the facility should roughly equal \$390,000 per year for 20 years.

Section I: State appropriation information.

1. Amount of state appropriation provided: \$200,000
2. Estimated annual debt service on the appropriation \$?
3. Term of the state bond, in years: ? Years

Section II: Estimated value of use of the facility.

Use(s) of the facility*	Annual value of use	# of years
a. Favorable Lease Rate and access to Electric, Water and Sewer	\$12,486	20

(*List additional uses on separate page as needed.)

Section III. On a separate page, explain how each use listed in Section II was valued for this analysis.

Section III – Analysis of Value of JUA between Sinclair and Eaton Community Schools.

College Use Area	Hours per month	Hours per Year	Dollars per Hour	Total Value Per Year	Total Value Contract Life
Provide favorable lease rates and access to electric, water and sewer services	N/A	N/A	N/A	\$12,486	\$249,720
Totals				\$12,486	\$249,720

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement" or "Lease"), is made and entered into at Eaton, Ohio, as of _____, 2012, (the "Effective Date"), by and between **Eaton Community Schools**, an Ohio non-profit ("Lessor"), and the **TRUSTEES OF THE WARREN COUNTY MONTGOMERY COUNTY COMMUNITY COLLEGE DISTRICT** on behalf of Sinclair Community College, an Ohio community college district organized under R.C. Chapter 3354 ("Lessee"), (jointly referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties desire to enter into an arrangement whereby the Lessee will lease designated space in the Eaton Middle School from Lessor to provide educational services.

NOW, THEREFORE, in consideration of the terms and covenants expressed below, the Parties agree as follows:

1. **Leased Premises.** Lessor leases to Lessee and Lessee leases from Lessor the following described property (the "Leased Premises"):

A. **Exclusive Space.** 4,162 square feet of exclusive space as delineated on the drawing attached as Exhibit A (the "Exclusive Space"), which is located in the Eaton Middle School Building at 311 N. Cherry Street, Eaton, OH 45320 (the "Building").

B. **Common Areas.** The Lessee's lease and use of the Exclusive Space shall also entitle the Lessee, its students, faculty, employees, and invitees (collectively "Sinclair Users"), to have the right to use and enjoy, in common with Lessor and its members, employees, and invitees, and subject to the terms of this Agreement, the parking areas, approaches, entrances, restroom facilities, exits, roadways, and other common areas of the Eaton Middle School as delineated in the drawing attached as Exhibit A, (collectively the "Common Areas"), which Lessor agrees to provide for the reasonable operation of the Exclusive Space and the Eaton Middle School in general. Lessor covenants that, at all times during the term of this Agreement, it will maintain the Common Areas in a good condition of repair and adequately lighted and paved, and that there will be at least 30 additional parking spaces.

C. **Schedule of Space Utilization.** The Lessee will be permitted to use the Exclusive Space and the Common Areas from 6:00am – 10:00pm on Monday through Thursday, 6:00am – 6:00pm on Friday, Saturday, Sunday beginning on September 1, 2012.

2. **Term.** The term of this Agreement will begin September 1, 2012 and end on August 31, 2032, unless extended by renewal or terminated sooner as provided in this Agreement.

3. **Termination.**

A. **Termination Rights Upon Material Breach.** Either of the Parties may terminate this Agreement for a material breach. To terminate for material breach, the non-breaching party must give the breaching party 30 days in which to cure the breach. If after the 30 day period the breach is still not cured, or if the breach is not able to be cured within 30 days and good faith efforts have not been commenced by the breaching party within that time period to remedy such breach, the non-breaching party may terminate the Agreement upon 30 days written notice. If Lessee terminates the Agreement for a material breach of the Lessor, Lessee shall be

entitled to pro rata portion of the State appropriation as delineated in the executed Joint Use Agreement, Exhibit B.

B. Definition of Material Breach. For purposes of this Agreement, a “material breach” shall be defined as (i) Lessee’s (a) failure to pay Rent or any other Lessee payment due under this Lease within 30 days of the date it is due or (b) a breach by Lessee of Section 9 of this Agreement or (ii) Lessor’s failure to provide utilities or services as specified in this Agreement, provided that Lessor shall not be in default as a result of interruption of utilities services or utilities’ failure beyond the Lessor’s control or for a period of less than five days.

C. Non-Material Breaches. The Parties shall each be responsible for complying with all terms and conditions of this Lease and shall cure any non-material breach within 30 days after written notice of such breach by the other party. A non-material breach will not be grounds for termination of the Lease; however, the party in breach of this Agreement shall be liable for damages resulting to the other party from any non-material breach not cured within the thirty day cure period. In addition, the non-defaulting party shall have the right, if the party in breach of the Agreement fails to cure the breach within 30 days after written notice, to expend reasonable funds to cure the breach and shall be entitled to be reimbursed for all such expenditures.

D. Termination for Convenience. Lessee may terminate this Agreement at any time for any reason by giving at least sixty (60) days notice in writing to Lessor.

E. Remedies. Notwithstanding anything to the contrary herein, in the event of a termination by (i) Lessee due to Lessor’s breach of this Agreement, then Lessor shall be required to return to the State of Ohio a pro rata portion of appropriation pursuant to the terms of the Joint Use Agreement or (ii) Lessor due to Lessee’s breach of this Agreement or termination for convenience pursuant to Section 3(E), then Lessee shall be responsible for paying the pro rata portion of the appropriation that Lessor would otherwise be required to pay pursuant to the terms of the Joint Use Agreement. All rights and remedies of the parties herein enumerated will be cumulative, and none shall exclude any other remedies allowed at law or in equity.

4. Rent. Lessee covenants and agrees to pay Rent to the Lessor without demand, setoff or deduction, during the term of this Agreement, to the Lessor, in advance beginning on the Scheduled Completion Date, and on the first day of each and every month thereafter, at the rates set forth herein. Rent shall be a fixed amount as delineated below.

A. Initial Term. During the first five (5) years of the Term of this Agreement (“Initial Term”), Lessee shall pay the Lessor rent at the monthly rate of One Thousand Five Hundred Sixty Dollars and Seventy-Five Cents (\$1,560.75) (“Rent”), for the use of the Leased Premises, based on a \$4.50 per square foot rate on 4,162 square feet. After the Initial Term, the rental rate will be adjusted for each successive five (5) year period during the Term at a rate mutually agreed to by the Parties, but in no event less than one hundred and three percent (103%) over the prior period’s rental rate.

B. Payment of Rent. Rent payments are payable in advance, and must be received by Lessor from Lessee on or before the first (1st) day of each month. All rent payments shall be sent to Lessor at the following, or at such other address as Lessor may designate in a written notice to Lessee:

Eaton Community Schools
307 North Cherry Street
Eaton, Ohio 45320

Unless Lessor and Lessee agree otherwise in advance and in writing, all Rent due under this Agreement shall be paid by Lessee without notice or demand, and without abatement, deduction or set-off.

5. **Lessee Improvements, Repair and Maintenance.**

A. Except for the improvements to be made by Lessee pursuant to the Joint Use Agreement between the parties, Lessee shall make no additional improvement to the Leased Premises without the prior written consent of Lessor. With respect to all Lessee improvements, Lessee (a) shall cause such improvements to be performed in a good and workmanlike manner, (b) shall use materials of a quality comparable to or better than those currently in the Leased Premises, (c) shall cause all improvements to be performed in accordance with plans and specifications approved by Lessor and any and all applicable laws, and (e) shall cause all improvements to be performed so as not to weaken or impair the strength or lessen the value of the Building. Any work done by Lessee under this Section 5 shall not interfere with the use by Lessor of other portions of the Building.

B. Lessee shall maintain the Leased Premises in a clean, safe and sanitary condition at all times. If any repairs or maintenance are required, other than ordinary wear and tear, then Lessee shall promptly arrange for the same either through Lessor for such reasonable charges as Lessor may establish. Lessee shall be responsible for the cost of repair of any damage to the Leased Premises, the Building or to any fixtures or appliances therein caused by the act or neglect of Lessee, its guests, agents or invitees.

6. **Utilities, Housekeeping, and Security.**

A. **Electric, Gas, Water, Sewer, and Other Utilities.** The Lessor shall be responsible for securing all utilities necessary in order to service the Leased Premises ("Utilities"), as well as those necessary to service the remainder of the Eaton Middle School Building; provided, however, if the amount of Utilities required to service the Leased Premises are determined to have increased substantially during the first year of the Term, then Lessor shall be entitled to reimbursement by Lessee for a reasonable amount sufficient to cover the increased cost of Utilities ("Additional Rent"). The Additional Rent shall be paid on an annual basis at the end of each calendar year or, if this Agreement is terminated during the calendar year, then the Additional Rent shall be paid at termination, without any right of any abatement, deduction or setoff.

B. **Housekeeping and Janitorial.** Ordinary housekeeping and janitorial services for the Exclusive Space will be the responsibility of the Lessee during the Term; provided, however, Lessor shall perform extraordinary services periodically during the calendar year such as waxing floors.

7. **Taxes.** Lessor shall be responsible for all real estate taxes and assessments charged against the Eaton Middle School Building, including but not limited to the Exclusive Space.

8. **Insurance.** Sinclair and Eaton City Schools shall obtain and maintain insurance policies covering general liability insurance, property damage, and such other coverages in amounts mutually agreed upon between Sinclair and Eaton City Schools from time-to-time. Sinclair and Eaton City Schools shall provide each other Certificates of Insurance showing the coverage's agreed to be maintained by each party. All such insurance coverage's shall have waiver of subrogation clauses to the benefit of the other party, and such policies shall provide the other party thirty (30) days written notice prior to cancellation of any such insurance coverage.

9. **Use and Possession.** It is understood that the Leased Premises are to be used for educational programs and related purposes. Other uses of the Leased Premises will be permitted only upon written consent by the Lessor, which consent will not be unreasonably withheld. In the event Lessee uses the Leased Premises for purposes not expressly permitted in this Agreement or expressly consented to by Lessor, Lessor may initiate a termination for material breach as set forth in this Agreement. Lessee shall not use the Leased Premises for any unlawful purpose or so as to constitute a nuisance. The Lessee at the expiration of the term

shall leave the Leased Premises in good repair and condition and the mechanical systems in good working order, reasonable use and ordinary wear and tear excepted.

10. **Independent Contractors.** The Parties acknowledge that they are separate and independent organizations and for the purpose of this Agreement are not the agents, employees, or affiliated organizations, but acting as independent contractors.

11. **Entire Agreement.** This Agreement and all attachments embody the entire agreement of the Parties and no representations, inducements, or agreements, oral or otherwise between the Parties not contained and embodied in this Agreement shall be of any effect, and this Agreement may not be modified, changed, amended, or terminated in whole or in part orally or in any other manner than by an agreement in writing and duly signed by the Parties subsequent to the Effective Date of this Agreement.

12. **Exhibits.** All Exhibits referred to in and/or attached to this Agreement are incorporated as an integral part of this Agreement. All statements made in any Exhibit are deemed to be representations and warranties of the party supplying the information in or responsible for preparation of the Exhibit.

13. **No Third Parties.** This Agreement is intended solely for the benefit of the Parties, and shall not be construed as vesting in any other person or entity any legal or equitable rights or interests, whether under a theory of third party beneficiary or otherwise.

14. **No Assignment.** Lessee shall not sublet the Leased Premises or any part thereof, assign this Lease, or permit any business to be operated in or from the Leased Premises without in each case obtaining the prior written consent of Lessor.

15. **Partial Invalidity.** If any provision of this Agreement, or its application to any person or circumstance, is held to be void, voidable or invalid to any extent, then the remainder of this Agreement, or the application of that provision to persons or circumstances other than those as to which it is held void, voidable or invalid, shall not be affected, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. **Authority.** The Parties represent and warrant that the individuals who have signed this Agreement on their behalf have full power and authority to sign for and bind the entities that they represent.

17. **Disputes/Governing Law.** This Lease shall be construed in accordance with and governed by the laws of the State of Ohio. In the event of dispute between the parties with regard to the terms of this Lease, then the parties agree to pursue resolution in a court of competent jurisdiction located in Preble County, Ohio. In any litigation between the parties, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees and legal costs incurred in connection with such litigation, except as may be limited by applicable law.

18. **Notices.** All notices, demands and other communications under this Agreement shall be in writing, and delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, or by express delivery service. In the alternative, notices may be delivered by Telecopier, with confirmation of the original sent by ordinary mail. Notices shall be deemed to have been delivered on the date the party to be notified first receives the notice. All notices shall be addressed to the Parties at the following addresses, which may be changed only by written notice given to the other party:

As to Lessee: Sinclair Community College
 Attn: Director of Business Services
 444 West Third Street

Dayton, Ohio 45402
Facsimile: (937) 512-5112

As to Lessor: Eaton City Schools
Attention: Superintendent
307 North Cherry Street
Eaton, Ohio 45320
Facsimile: (937) 472-1057

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their authorized representatives as of the Effective Date.

- Signatures Commence on the Following Page -

LESSOR:

EATON COMMUNITY SCHOOLS an Ohio
Corporation

By: _____
Bradley Neavin, Superintendent

LESSEE:

**MONTGOMERY COUNTY WARREN COUNTY COMMUNITY
COLLEGE DISTRICT**, an Ohio Community College District, by
and through the authority granted and held by its Board of
Trustees

By: _____
Ty Stone, Director Business Services

File: GBR

FAMILY AND MEDICAL LEAVE

The Board provides leave to eligible employees consistent with the Family Medical Leave Act of 1993 (FMLA). Eligible employees are entitled to up to 12 work weeks (or 26 work weeks to care for a covered service member) of unpaid family and medical leave in any 12-month period. The Board continues to pay the District's share of the employee's health benefits during the leave. In addition, the District restores the employee to the same or a similar position after the termination of the leave in accordance with Board policy.

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

Additional information is contained in the regulations that follow this policy.

[Adoption date: June 1, 2003]

[Re-adoption date: April 13, 2009]

[Re-adoption date:]

LEGAL REFS.: Family and Medical Leave Act of 1993; 29 USC 2601 et seq.; 29 CFR Part 825
ORC 124.38
3313.20
3319.08; 3319.13; 3319.131; 3319.14; 3319.141

CROSS REFS.: GCBD, Certified Staff Leaves and Absences
GDBD, Classified Staff Leaves and Absences

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

FAMILY AND MEDICAL LEAVE

An employee who has worked for the District for at least 12 months is eligible for 12 work weeks of FMLA leave during a rolling 12-month period, provided the employee worked at least 1,250 hours in the 12 months preceding the beginning of the leave. An employee may be eligible for 26 work weeks of FMLA leave during a 12-month period to care for a covered service member with a serious injury or illness.

Types of Leave

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

1. birth and care of a newborn child;
2. placement with an employee of a son or daughter for adoption or foster care;
3. care for a spouse, child, parent with a serious health condition. An employee may not take FMLA leave to care for a parent-in-law;
4. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job;
5. to respond to a “qualifying exigency” that arises because a spouse, child or parent is on covered active duty or has been called to covered active duty as a member of the Armed Forces or
6. to care for a spouse, child, parent or next of kin who is or was a member of the Armed Forces and who is currently undergoing medical treatment, recuperation or therapy for either a serious illness or injury that was incurred in the line of duty or for a serious illness or injury that existed before the beginning of active duty and was aggravated by service in the line of duty. In order to be eligible, veterans must have been members of the Armed Forces within five years of receiving such treatment.

An employee may elect, or the Board may require an employee, to use accrued paid vacation, personal or sick leave for purposes of a family leave. An employer cannot compel an employee to use accrued medical/sick leave in any situation for which the leave could not normally be used.

File: GBR-R

Spouses Employed by the District

If a husband and wife eligible for leave are employed by the District, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to 12 weeks.

If a husband and wife eligible for leave are employed by the District, their combined amount of leave to care for a covered service member is limited to 26 weeks.

Intermittent and Reduced Leave

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury.

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

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

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

The Board may provide such leave for medical purposes, but the Superintendent may transfer the employee to a position which is equivalent, but more suitable for intermittent periods of leave. The employee must furnish the Board with the expected dates of the planned medical treatment and the duration of the treatment. The Superintendent must authorize such leave in writing.

Benefits

The Board maintains the employee's health coverage under the group health insurance plan during the period of FMLA leave. Prior to the beginning of the FMLA leave, the employee should make arrangements with the Treasurer to pay the employee's share of health insurance (e.g., family coverage).

The employee will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the unpaid leave period. Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

File: GBR-R

Notice

When the FMLA leave is foreseeable, the employee must notify the Superintendent of his/her request for leave at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests pre-scheduled medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the District's operations.

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

Certification

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

Upon the employee's return to work, the Board requires that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

Restoration

When the employee returns from the leave, the Board restores the employee to the same or an equivalent position with equivalent benefits, pay, terms and conditions of employment in accordance with Board policy.

Under certain circumstances, the Board may deny restoration to a key employee. The Board complies with the notice requirements of the FMLA in denying restoration. A key employee is one who is among the highest paid 10 percent of the employees and whose absence would cause the District to experience a substantial and grievous economic injury.

Instructional Employees

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

3 of 5

File: GBR-R

Limitations apply to instructional employees who take intermittent or reduced leave. If the leave requested is:

1. to care for a family member, to care for a covered servicemember or for the employee's own serious health condition;
2. foreseeable based on planned medical treatment and
3. the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend.

The Board then may require the employee to choose either to:

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

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

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

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

File: GBR-R

Failure to Return

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

(Approval Date: June 1, 2003)

(Re-approval date: April 13, 2009)

(Re-approval date:)

5 of 5