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SECTION G: PERSONNEL

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PERSONNEL POLICIES GOALS

The personnel employed by the Board are a very important resource for effectively conducting a quality educational program. The District's program functions best when it employs highly qualified personnel, conducts appropriate staff development activities and establishes policies and working conditions which are conducive to high morale and enable each staff member to make the fullest contribution to District programs and services.

The goals of the personnel program include:

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

[Adoption date: February 18, 2003]

LEGAL REFS.: ORC 124.11
3313.602
3319.01; 3319.02; 3319.081; 3319.11; 3319.111
Chapter 4117

CROSS REF.: GBB, Staff Involvement in Decision Making (Also ABB)

EQUAL OPPORTUNITY EMPLOYMENT

The District provides equal opportunities for employment, retention and advancement of all personnel.

This Board encourages all personnel to assist in the accomplishment of this goal through their personal commitment to the concept of equal opportunity for all personnel regardless of race, color, national origin, ancestry, citizenship status, religion, sex, economic status, age, military status or disability.

[Adoption date: February 18, 2003]

[Re-adoption date: June 24, 2003]

[Re-adoption date: September 17, 2009]

[Re-adoption date: April 20, 2011]

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

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

EQUAL OPPORTUNITY EMPLOYMENT

Discrimination Grievance Procedure

For resolution of complaints alleging discrimination on the basis of race, sex, religion, national origin, or other human difference, an employee, student, or parent on behalf of the student, who has a complaint and is unable to solve the issue, is to submit the complaint in writing to the compliance officer.

The compliance officer's responsibility is to:

1. investigate (within one week) the circumstances of the complaint;
2. render a decision within two weeks after receipt of the complaint and notify the complainant of that decision in writing and
3. provide the complainant one week to react to the decision before it becomes final.

The complainant's responsibilities are to:

1. accept the decision in writing, addressed to the compliance officer, within one week of receiving the written decision or
2. disagree with the decision in writing, addressed to the compliance officer, within one week of receiving the written decision. In this case, the level two procedure is initiated.

Level Two

The compliance officer requests the Superintendent to review the complaint. A meeting is scheduled within one week of the receipt of request for review. The participants are the complainant, the compliance officer and the Superintendent. The Superintendent makes a decision within one week, which shall be final. The complainant and the compliance officer will receive copies of the decision.

A complaint may be withdrawn in writing, addressed to the compliance officer, by the complainant at any time.

(Approval date: February 18, 2003)

STAFF INVOLVEMENT IN DECISION MAKING

The District involves the efforts of many people and functions best when all personnel are informed of the major activities and concerns.

There should be an exchange of ideas and pertinent information among all elements of a school district. Problems and unfavorable attitudes develop when employees are denied information essential for the performance of their respective assignments or when they feel that their ideas and concerns are not heard. Morale is enhanced when employees are assured that their voices are heard by those in positions of administrative authority.

A pattern of decision making and problem solving close to the task also contributes to efficiency and high morale.

While all employees have the opportunity to bring their ideas or grievances to the Board, they are expected to proceed through the recognized administrative channels. Final authority for all decisions rests with the Board.

[Adoption date: February 18, 2003]

LEGAL REF.: OAC 3301-35-03

CROSS REFS.: BCE, Board Committees
BCF, Advisory Committees to the Board
BF, Board Policy Development and Adoption
CCB, Staff Relations and Lines of Authority
CD, Management Team
CE, Administrative Councils, Cabinets and Committees
DBD, Budget Planning
GCD, Administrative/Instructional Staff Hiring
GDD, Support Staff Hiring
IF, Curriculum Development

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

STAFF CONFLICT OF INTEREST

Employees shall not engage in, nor have a financial interest in, any activity which conflicts with their duties and responsibilities in the District.

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

Employees shall not sell textbooks, instructional supplies, equipment, reference books or any other products to the District. They shall not furnish the names of students or parents to anyone selling these materials.

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

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

[Adoption date: February 18, 2003]

[Re-adoption date: September 17, 2009]

LEGAL REFS.: ORC 2921.42
3313.811
3319.21
3329.10
4117.20

CROSS REFS.: GBL, Personnel Records
JO, Student Records
KBA, Public's Right to Know

STAFF CONDUCT

All staff members have a responsibility to make themselves familiar with, and to abide by, the laws of the state of Ohio and the negotiated agreement, the policies of the Board and the administrative regulations designed to implement them.

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

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

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

[Adoption date: February 18, 2003]

[Re-adoption date: June 24, 2004]

[Re-adoption date: September 17, 2009]

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

CROSS REFS.: JFC, Student Conduct (Zero Tolerance)
KGB, Public Conduct on District Property

STAFF DRESS AND GROOMING

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

The Board retains the authority to specify the following dress and grooming guidelines for staff. All staff members will, when assigned to District duty, including extracurricular activities:

1. be physically clean, neat and well-groomed;
2. dress in a manner reflecting their professional assignment and
3. dress in a fashion that is commonly accepted by the administration.

[Adoption date: February 18, 2003]

[Re-adoption date: May 17, 2007]

LEGAL REF.: ORC 3313.20

CROSS REFS.: Administrative/Instructional Staff Handbook
Support Staff Handbook

BOARD-STAFF COMMUNICATIONS

The Board wishes to maintain open channels of communication with the staff. The basic line of communication is through the Superintendent. Staff members should utilize the Superintendent to communicate to the Board or its subcommittees.

Accordingly, all official communications, policies and directives of staff interest and concern are communicated to staff members through the Superintendent. The Superintendent develops appropriate methods to keep staff members informed of the Board's issues, concerns and actions.

Board members must recognize that their presence in school buildings could be subject to a variety of interpretations by school employees. If a visit to a school or classroom is being made for other than general interest, Board members shall inform the Superintendent of such visit and make arrangements for visitations through the principals of the various schools. General interest visits are defined as informal expressions of interest in school affairs and not as inspections or visits for supervisory or administrative purposes. Board members will indicate to the principal the reason(s) for the visit. Official visits by Board members are carried out only under Board authorization.

[Adoption date: February 18, 2003]

LEGAL REF.: ORC 3313.20

CROSS REFS.: BDDH, Public Participation at Board Meetings (Also KD)
GBM, Staff Complaints and Grievances
KK, Visitors to the Schools

STAFF HEALTH AND SAFETY

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

All employees are expected to observe commonly recognized practices which promote the health and safety of school personnel.

Bus drivers will have an annual physical examination in compliance with State law. The results of all such examinations are filed with the Superintendent.

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

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

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

Workers' Compensation

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

Any employee who is injured while at work should immediately report such injury to the central office and request the necessary forms to make application for payment under this Act.

The injured employee may be requested to undergo chemical testing, as established by law and administrative regulation, in order to prove that the injury was not proximately caused by the employee being intoxicated or under the influence of a controlled substance not prescribed by a physician.

[Adoption date: February 18, 2003]

[Re-adoption date: March 18, 2003]

[Re-adoption date: April 20, 2011]

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

CROSS REFS.: EB, Safety Program
EBBC, Bloodborne Pathogens
EEACD, Drug Testing for District Personnel Required to Hold a
Commercial Driver's License
GBCB, Staff Conduct
GBP, Drug-Free Workplace
GBQ, Criminal Records Check
GCBC, Professional Staff Fringe Benefits
GDBC, Support Staff Fringe Benefits
Staff Handbooks

STAFF HEALTH AND SAFETY

Workers' Compensation Benefits Eligibility – Chemical Testing

Under Ohio's Workers' Compensation Law, every employee who is injured in the course of employment is entitled to benefits, if necessary, to compensate him/her for lost work time, payment for medical, nursing and hospital services, medicines and funeral expenses, unless the injury was proximately caused by the employee being intoxicated or under the influence of a controlled substance not prescribed by a physician.

Testing Procedures

An injury is deemed to have been proximately caused by the employee being intoxicated or under the influence of a controlled substance not prescribed by a physician if any of the following apply.

1. Within eight hours of the injury, the employee's blood alcohol level tests equal to or greater than .10%*.
2. Within eight hours of the injury, the employee's breath alcohol level tests equal to or greater than .10g/210L*.
3. Within eight hours of the injury, the employee's urine alcohol level tests equal to or greater than .14g/100 ml*.
4. Within 32 hours of the injury, the employee tests above both the following levels established for an enzyme multiplied immunoassay technique screening test (EMIT) and above the following levels established for a gas chromatography mass spectrometry test, or in the alternative, above the levels established for a gas chromatography mass spectrometry test (GC/MS) alone as follows, for substances not prescribed by a physician:
 - A. for amphetamines, 1000ng/ml of urine for the EMIT test and 500 ng/ml of urine for the GC/MS test;
 - B. for cannabinoids, 50 ng/ml of urine for the EMIT test and 15 ng/ml of urine for the GC/MS test;
 - C. for cocaine, including crack cocaine, 300 ng/ml of urine for the EMIT test and 150 ng/ml of urine for the GC/MS test;

- D. for opiates, 2000 ng/ml of urine for the EMIT test and 2000 ng/ml of urine for the GC/MS test and
 - E. for phencyclidine, 25 ng/ml of urine for the EMIT test and 25 ng/ml of urine for the GC/MS test.
5. The employee, through a chemical test administered within 32 hours of the injury, is determined to have barbiturates, benzodiazepines, methadone or propoxyphene in the employee's system that tests above levels established by laboratories certified by the U.S. Department of Health and Human Services.

Legal Protections

All testing will be conducted by a qualified, federally-certified testing laboratory selected by the Board, and any positive test result will be confirmed by a medical review officer.

Confidentiality

All test results will remain confidential as between the employee, Board and Bureau of Workers' Compensation.

*This represents the minimum testing level used to establish intoxication under current state law prohibiting the operation of a motor vehicle while intoxicated, otherwise known as the state "OMVI" law.

(Approval date: February 18, 2003)
(Re-approval date: March 18, 2003)

HIV/AIDS
(Human Immunodeficiency Virus/
Acquired Immune Deficiency Syndrome)

General Principles

The Board recognizes that the human immunodeficiency virus (HIV) and the condition of acquired immune deficiency syndrome (AIDS), which is caused by the HIV infection, are significant medical, legal, educational and social issues. The Board desires to protect the rights of all students and employees and does not discriminate against students and employees who are HIV-infected. The Board works cooperatively with state and local health organizations in assessing the needs of HIV-infected students or staff and keeping updated on current educational information to be included in the District's educational plan.

Current medical information available indicates that HIV cannot be transmitted from one individual to another by casual contact, i.e., the type of contact that occurs in the school setting, such as shaking hands, sharing an office or a classroom, coughing, sneezing or the use of drinking fountains. Students who are infected with HIV are entitled to all rights, privileges and services accorded to other students. Decisions about any changes in the educational program of an HIV-infected student shall be made on a case-by-case basis, relying on the best available scientific evidence and medical advice.

There shall be no discrimination against employees who are HIV-infected. The District provides equal opportunities for employment, retention and advancement for all staff members. Employees who are unable to perform their duties due to an illness, such as those related to HIV, shall retain eligibility for all benefits that are provided for other employees with long-term diseases or disabling conditions, utilizing the information/rights in any negotiated agreements or Board policies as appropriate. Changes in employment status or location due to HIV complications are made on a case-by-case basis.

Evaluating Students and Staff Who Are Infected with HIV

The Superintendent is the designee regarding all HIV incidences. When an individual is found to be infected with HIV, the Superintendent shall attempt to ascertain, in consultation with the infected individual, whether he/she has a secondary infection such as tuberculosis that constitutes a recognized risk of transmission in the school setting. This is a medical question that can only be determined by the infected person's physician. The Superintendent shall also attempt to determine ways that the District may help anticipate and meet the needs of the student or staff member infected with HIV.

If there is no secondary infection that constitutes a medically recognized risk of transmission in the school setting, the Superintendent shall not alter the education program or job assignment of the infected person. The Superintendent shall periodically review the case with the infected person (and the parent(s) of the student) and with the medical advisors described above.

If there is a secondary infection that constitutes a medically recognized risk of transmission in the school setting, the Superintendent shall consult with the physician, public health official and the infected person (and the parent(s) of the student). If necessary, they will develop an individually tailored plan for the student or staff member. Additional persons may be consulted, if this is essential for gaining additional information, with the consent of the infected staff member or the student's parent(s). The Superintendent should consult with the school attorney to make sure that any official action is consistent with State and Federal laws. When the Superintendent makes a decision about the case, there shall be a fair and confidential process for appealing the decision.

If an individually tailored plan is necessary, it shall have a minimal impact on either education or employment. It must be medically, legally, educationally and ethically sound. The Superintendent periodically reviews individual cases and oversees implementation of the plan in accordance with local, State and Federal laws.

Confidentiality

Information regarding a student or staff member infected with HIV is classified, by law, as confidential. Those individuals who have access to the proceedings, discussions or documents must treat such information as confidential. Only with the written consent of the staff member or the student's parent(s) shall other school personnel, individuals and agencies be informed of the situation/condition. All information pertaining to the case shall be kept by the Superintendent in a locked file; access to this file is granted only to those people who have the written consent of the infected staff member or the infected student's parent(s).

HIV Education Program

The Board directs the administration to develop a program for educating persons regarding HIV. The program should provide a plan for making information about HIV available to students as a part of the health curriculum. HIV education should be developmentally appropriate to the grade level.

The Board directs the administration to develop an educational plan to inform employees about HIV-related issues and safety. In developing such programs, it is expected that information from sources such as the National Centers for Disease Control, the Ohio Department of Health and the Ohio Department of Education is utilized.

The educational program should ensure that, at a minimum, students and staff are informed in a consistent manner about:

1. the nature of HIV infection, including how it is and is not transmitted according to current scientific evidence;
2. District guidelines related to students and employees with diseases such as HIV infection;

3. resources within the District and the surrounding community for obtaining additional information or assistance and
4. procedures to prevent the spread of all communicable diseases at school.

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[Adoption date: February 18, 2003]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2611 et seq.
ORC 3313.67; 3313.68; 3313.71
3319.13; 3319.141; 3319.321
3701.13; 3701.14
3707.06; 3707.08; 3707.20; 3707.21; 3707.26
3709.20; 3709.21
OAC 3301-35-02

CROSS REFS.: AC, Nondiscrimination
ACB, Nondiscrimination on the Basis of Disability
EBBC, Bloodborne Pathogens
GBA, Equal Opportunity Employment
GBE, Staff Health and Safety
GBL, Personnel Records
JB, Equal Educational Opportunities
JO, Student Records
Staff and Student Handbooks

STAFF PARTICIPATION IN COMMUNITY ACTIVITIES

The Board recognizes that employees of the District must enjoy private lives and may associate with others outside of school for political, economic, religious, cultural or personal reasons. The Board and its supervisory staff, however, have a responsibility to evaluate staff members in terms of their faithfulness to and effectiveness in discharging school duties and responsibilities. Therefore, when non-school activities threaten a staff member's effectiveness within the District, the Board reserves the right to evaluate the impact of such activities upon an employee's responsibilities to the students and to the Board.

With the issuance of a full-time contract, the Board becomes the individual's primary employer. No employee shall then obligate or involve himself/herself to interests or vestments outside his/her administrative/instructional position with the Board that interferes with the normal contractual commitment to the Board, except as approved by the Superintendent.

The following regulations are provided for guidance. Staff members shall not:

1. Give school time to outside activities when there is not valid reason to be excused from assigned duties.
2. Use school property or school time to solicit or accept customers for private enterprises.

The Board does not endorse, support nor assume liability for any staff member of this District who conducts outside activities in which students and employees of this District may participate.

[Adoption date: February 18, 2003]

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

The terms and conditions under which the employee may continue employment as he/she seeks or holds such office is determined by the Board and law.

Employees are not permitted to use District time, moneys, facilities, equipment or supplies to campaign nor are the employees to actively campaign while on duty.

[Adoption date: February 18, 2003]

LEGAL REFS.: Intergovernmental Personnel Act; 42 USC 4701 et seq.
ORC 124.57
3315.07

STAFF-STUDENT RELATIONS

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

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

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

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

1. Staff members shall not make derogatory comments to students regarding the school, its staff and/or other students.
2. The exchange of purchased gifts between staff members and students is discouraged.
3. Staff-sponsored parties at which students are in attendance, unless they are a part of the school's extracurricular program and are properly supervised, are prohibited.
4. Staff members shall not fraternize, written or verbally, with students except on matters that pertain to school-related issues.
5. Staff members shall not associate with students at any time in any situation or activity which could be considered sexually suggestive or involve the presence or use of tobacco, alcohol or drugs.
6. Dating between staff members and students is prohibited.
7. Staff members shall not use insults or sarcasm against students as a method of forcing compliance with requirements or expectations.
8. Staff members shall maintain a reasonable standard of care for the supervision, control and protection of students commensurate with their assigned duties and responsibilities.
9. Staff members shall not send students on personal errands.

10. Staff members shall, pursuant to law and Board policy, immediately report any suspected signs of child abuse or neglect.
11. Staff members shall not attempt to counsel, assess, diagnose or treat a student's personal problem relating to sexual behavior, substance abuse, mental or physical health and/or family relationships but, instead, should refer the student to the appropriate individual or agency for assistance.
12. Staff members shall not disclose information concerning a student, other than directory information, to any person not authorized to receive such information. This includes, but is not limited to, information concerning assessments, ability scores, grades, behavior, mental or physical health and/or family background.

Social Networking Websites

1. District staff who have a presence on social networking websites are prohibited from posting data, documents, photographs or inappropriate information on any website that might result in a disruption of classroom activity. The Superintendent/designee has full discretion in determining when a disruption of classroom activity has occurred.
2. District staff is prohibited from providing personal social networking website passwords to students.
3. Fraternalization between District staff and students via the Internet, personal e-mail accounts, personal social networking websites and other modes of virtual technology is also prohibited.
4. Access of personal social networking websites during school hours is prohibited.

Violation of the prohibitions listed above will result in staff and/or student discipline in accordance with State law, Board policies and regulations, the Staff and Student Codes of Conduct and handbooks and/or staff negotiated agreements. Nothing in this policy prohibits District staff and students from the use of education websites and/or use of social networking websites created for curricular, cocurricular or extracurricular purposes.

[Adoption date: February 18, 2003]

[Re-adoption date: September 17, 2009]

[Re-adoption date: January 12, 2011]

LEGAL REF.: ORC 3313.20

CROSS REFS.: GBC, Staff Ethics
GBCA, Staff Conflict of Interest
GBCB, Staff Conduct
GBI, Staff Gifts and Solicitations
IIBH, District Websites
JFC, Student Conduct (Zero Tolerance)
JG, Student Discipline
JHF, Student Safety
JHG, Reporting Child Abuse
JL, Student Gifts and Solicitations
JO, Student Records
KBA, Public's Right to Know
Staff Handbooks
Student Handbooks

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

STAFF GIFTS AND SOLICITATIONS

Gifts

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

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

Presentation of gifts to, and the arrangement of social affairs for, employees leaving the system are governed by the following.

1. Each building principal appoints, or employees may volunteer for, a small social committee to plan social affairs such as teas and luncheons.
2. Any gifts to be presented to departing employees by their respective groups are at the discretion of the group involved.

Travel Vendor Compensation

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

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

Solicitations

The Superintendent/designee annually approves all solicitations which are to be permitted in the schools. No organization may solicit funds of staff members in the schools, nor may anyone distribute flyers or other materials related to fund drives through the schools, without the prior approval of the Superintendent.

Employees may not engage in the sale of products to the schools, even if the proceeds of such sales are intended for charitable or civic purposes. No staff member is to collect any money or distribute any fund-raising literature without the expressed approval of the Superintendent.

[Adoption date: February 18, 2003]

LEGAL REFS.: ORC 117.10
3313.81; 3313.811
3315.15
3329.10

CROSS REFS.: IGDG, Student Activities Funds Management
IICA, Field Trips
JL, Student Gifts and Solicitations

TOBACCO USE ON DISTRICT PROPERTY BY STAFF MEMBERS

The Board recognizes that the use of tobacco presents a health hazard that can have serious consequences, both for the user and the nonuser. The Board also recognizes the District's responsibility to help prevent tobacco use for the sake of students' and staff members' health and the well-being of their families.

"Tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, any other smoking product and spit tobacco, also known as smokeless tobacco, dip, chew, rub, snuff in any form or papers used to roll cigarettes.

Students, staff, visitors, guests and volunteers are prohibited from using tobacco products:

1. in any building, facility or vehicle owned, leased, rented or chartered by the District or personal vehicles parked on school property and
2. on all school grounds, athletic fields or parking lots.

"No Tobacco" signs are posted throughout the District in all buildings, including the "common use" areas of the academic buildings, administrative spaces and athletic fields. District vehicles display the international "No Smoking" insignia. Announcements are made during home athletic events both before and during intermission, as well as at all school functions where it is deemed appropriate. School event programs include a written reminder of the tobacco policy.

Enforcement of this policy is the responsibility of the Superintendent or his/her designee. All discipline for staff violating this policy follows the guidelines outlined in the negotiated agreements.

[Adoption date: February 18, 2003]

[Re-adoption date: May 17, 2007]

[Re-adoption date: January 8, 2008]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
Goals 2000: Educate America Act; 20 USC 6081 through 6084
ORC 3313.20
3794.01; 3794.02; 3794.03(F); 3794.04; 3794.06
OAC 3301-35-02; 3301-35-05

CROSS REFS.: JFCG, Tobacco Use by Students
KGC, Smoking on District Property

PERSONNEL RECORDS

The Superintendent develops and implements a comprehensive and efficient system of personnel records. The Assistant to the Treasurer/Payroll is hereby designated as the employee directly responsible for the personnel records system. The following guidelines govern such records.

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

Additional exceptions are listed in Ohio Revised Code Section 149.43.

5. The District is required to keep reports of investigations of employee misconduct in the employee's personnel file, unless the State Superintendent of Public Instruction or his/her designee determines that the report does not warrant taking action against the employee. If the State Superintendent of Public Instruction or his/her designee determines no action is warranted, the investigation report must be moved from the employee's personnel file to a separate public file.

6. Each employee has the right, upon written request, to review the contents of his/her own personnel file. If a document is not disclosed to the employee because it is determined by a physician, psychiatrist or psychologist to be likely to have an adverse effect upon the employee, the document will be released to the designated medical authority. Requests are made to the Superintendent and scheduled for a time convenient for the parties involved.
7. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and becomes part of the employee's personnel file after the appeal procedure outlined in the Ohio Revised Code. The appeal procedure permits any employee who disputes the accuracy, relevance, timeliness or completeness of information maintained in his/her file to compel the District to investigate the current status of the information.
8. Personnel records should be reviewed only within the confines of the Superintendent's office or the Board's office.

[Adoption date: February 18, 2003]

[Re-adoption date: May 17, 2007]

[Re-adoption date: September 17, 2009]

[Re-adoption date: April 20, 2011]

LEGAL REFS.: Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.
ORC 9.01; 9.35
149.41; 149.43
1347.01 et seq.
3317.061
3319.311; 3319.314
4113.23

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

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

STAFF COMPLAINTS AND GRIEVANCES

The Board encourages the administration to develop effective means for resolving differences that may arise among employees, reducing potential areas of grievances and establishing and maintaining recognized channels of communication.

Grievance procedures should provide for prompt and equitable adjustment of differences at the lowest possible administrative level. Each employee should be assured the opportunity for an orderly presentation and review of complaints and concerns.

The procedures established for the resolution of grievances in contracts negotiated with recognized employee bargaining units applies only to “grievances” as defined in the particular contract(s).

[Adoption date: February 18, 2003]

LEGAL REFS.: ORC 4117.09; 4117.10

CROSS REF.: GBB, Staff Involvement in Decision Making (Also ABB)

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

EXTENDED GROUP HEALTH COVERAGE

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides for certain employees of the District and their dependents to be allowed to purchase extended group health insurance coverage for a limited period of time following their cessation of employment with the District. The Board contracts with a plan administrator who coordinates the program and provides the notices which are necessary.

1. Initial Notices

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

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

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

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

- A. The extended coverage offered to eligible employees and their dependents is the same coverage as that provided under the current group plan to "similarly situated" individuals who remain eligible for regular (i.e., nonextended) coverage.

- B. If an employee incurs a termination of employment, whether voluntary or involuntary (other than for “gross misconduct”), or a reduction of hours which results in loss of coverage, he/she will be offered the extended coverage (including extended coverage for dependents who would otherwise lose existing coverage) for up to 18 months.
- C. If an employee’s spouse or children who are covered as dependents under the group health plan would lose coverage because of the death of the employee, divorce, legal separation or the employee’s becoming eligible for Medicare, the spouse and children will be offered the extended coverage for up to 36 months.
- D. If an employee’s dependent child who is covered by the group health plan ceases to be a dependent child under the terms of the plan and thereby loses coverage, the child must be offered extended coverage for up to 36 months.

4. Early Retirement of Coverage

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

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

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

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

[Adoption date: February 18, 2003]

LEGAL REF.: Consolidated Omnibus Budget Reconciliation Act; 42 USC 300bb-1 et seq.

VERIFICATION OF EMPLOYMENT ELIGIBILITY

The Board complies with all aspects of the Immigration Reform and Control Act. The Board delegates to the Superintendent the responsibility of establishing procedures to ensure compliance with this act.

Federal law requires that all employers and employees hired after November 6, 1986 complete an Employment Eligibility Verification Form (Form I-9) provided by the U.S. Immigration and Naturalization Service. All such employees must provide documents which establish both identity and employment eligibility in order for Form I-9 to be completed and signed by both the employee and the appropriate District official.

The Employment Eligibility Verification Form (Form I-9) must be retained for three years or for one year past the end of the employment of an individual, whichever is longer. Such forms must be made available for inspection to an Immigration and Naturalization Service (INS) or Department of Labor (DOL) officer upon request.

[Adoption date: February 18, 2003]

LEGAL REF.: Immigration Reform and Control Act; 8 USC 1324a et seq.

CROSS REF.: AC, Nondiscrimination

DRUG-FREE WORKPLACE

The Board endeavors to provide a safe workplace for all employees realizing that the use/abuse of drugs and alcohol can endanger the health, safety and well-being of the nonuser, as well as the user.

Because of the Board's commitment to provide a safe workplace, no employee shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance, as defined in State and Federal law, in the workplace.

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

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

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

All employees are provided the opportunity to participate in a drug-free awareness program to inform them of requirements, services and penalties.

A list of local drug and alcohol counseling, rehabilitation and re-entry programs and services offered in the community is made available to employees.

[Adoption date: February 18, 2003]

[Re-adoption date: March 18, 2004]

LEGAL REFS.: Drug-Free Workplace Act of 1988; 41 USC 701 et seq.;
20 USC 3474, 1221e-3(a)(1)
Drug-Free Campus and Schools Act; 20 USC 3224(a)

CROSS REF.: EEACD, Drug Testing for District Personnel Required to Hold a
Commercial Driver's License

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

CRIMINAL RECORDS CHECK

The Board shall request from the Superintendent of the Bureau of Criminal Identification and Investigation (BCII) criminal records checks of all candidates under final consideration for employment or appointment in the District. The BCII criminal records checks include information from the Federal Bureau of Investigation (FBI).

The Board may employ persons on the condition that the candidate submit to and pass a BCII criminal records check in accordance with State law. Any person conditionally hired who fails to pass a BCII criminal records check is released from employment. Applicants are given a separate written statement informing them that the Board uses a criminal records check as part of the initial hiring process and at various times during the employment career. This notice must be on a separate document which only contains this notice. The applicant's written authorization to obtain the criminal records check will be obtained prior to obtaining the criminal records check.

Prior to taking an adverse action against an applicant or employee (such as declining to employ, reassigning an employee, denying a promotion, suspension, nonrenewal or termination) based in whole or in part on a criminal records check, the applicant or employee is given a written pre-adverse action disclosure statement which includes a copy of the criminal records check and the Federal Trade Commission's notice titled "A Summary of Your Rights Under the Fair Credit Reporting Act."

After taking an adverse action, the applicant or employee is given a written adverse action notice which includes the name, address and telephone number of the BCII, a statement that the BCII did not make the decision to take the adverse action and cannot give specific reasons for it, the individual's right to dispute the accuracy or completeness of any information furnished by the BCII and the individual's right to an additional free criminal records check from the BCII upon request within 60 days.

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

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

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

Volunteers

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

Contractors

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

[Adoption date: February 18, 2003]

[Re-adoption date: September 22, 2005]

[Re-adoption date: May 17, 2007]

[Re-adoption date: January 8, 2008]

[Re-adoption date: September 17, 2009]

LEGAL REFS.: Fair Credit Reporting Act; 15 USC 1681 et seq.

ORC 109.57; 109.572; 109.575: 109.576

2953.32

3301.074

3314.19; 3314.41

3319.088; 3319.089; 3319.22; 3319.222; 3319.29; 3319.291; 3319.302;

3319.303; 3319.304; 3319.311; 3319.313; 3319.315; 3319.39;

3319.391; 3319.392

3327.10

OAC 3301-27-01

3301-83-06

CROSS REFS.: EEAC, School Bus Safety Program

GBL, Personnel Records

GCBB, Administrative/Instructional Staff Supplemental Contracts

GCD, Administrative/Instructional Staff Hiring

GCPD, Suspension and Termination of Administrative/Instructional Staff
Members

GDBB, Support Staff Pupil Activity Contracts

GDD, Support Staff Hiring

GDPD, Suspension and Termination of Support Staff Members

IIC, Community Instructional Resources (Also KF)

IICC, School Volunteers

KBA, Public’s Right to Know

LEA, Student Teaching and Internships

FAMILY AND MEDICAL LEAVE

The Board provides leave to eligible employees consistent with the Family Medical Leave Act (FMLA). Eligible employees are entitled to up to 12 work weeks (or 26 work weeks to care for a covered service member) of unpaid family and medical leave in 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 which follow this policy.

[Adoption date: February 18, 2003]

[Re-adoption date: September 17, 2009]

[Re-adoption date: April 21, 2010]

[Re-adoption date: April 20, 2011]

LEGAL REFS.: Family and Medical Leave Act of 1993; 29 USC 2601 et seq.; 29 CFR Part 825
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.
ORC 124.38 (for city school districts only)
3319.08; 3319.13; 3319.131; 3319.14; 3319.141

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

CONTRACT REFS.: Teachers' Negotiated Agreement
Support 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 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.

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.

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% 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.

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 service member 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.

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: February 18, 2003)

(Re-approval date: September 17, 2009)

(Re-approval date: April 21, 2010)

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

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

Confidentiality of Individually Identifiable Health Information

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

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

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

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

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

Prior to releasing any protected health information for the purposes set forth above, the District representative disclosing the information shall verify the identity and authority of the individual

to whom disclosure is made. This verification may include the examination of official documents, badges, driver's licenses, workplace identity cards, credentials or other relevant forms of identification or verification.

If the privacy/security officer determines that there has been a breach of this privacy policy or of the procedures of the District, he/she shall make a determination of the potentially harmful effects of the unauthorized use or disclosure and decide upon a course of action to minimize the harm. Any individual responsible for the unauthorized use or disclosure is referred to the Superintendent or his/her designee for appropriate disciplinary measures

Privacy/Security Officer

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

Notice

The District shall distribute a Notice of Privacy Practices no later than April 13, 2003, and thereafter to individuals at the time of their enrollment in the health plan and within 60 days of any material revision. The notice shall also be posted in a clear and prominent location in each facility in the District and be printed in staff handbooks and the health plan booklet. The District will also notify individuals covered by the health plan of the availability of and how to obtain the notice at least once every three years.

Training

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

Documentation

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

[Adoption date: June 24, 2003]

LEGAL REFS.: 45 C.F.R.
 ORC 9.01; 9.35
 149.41; 149.43
 1347.01 et seq.
 3317.061
 4113.23

OAC 3301-35-03(A)(10)

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

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NOTICE OF PRIVACY PRACTICES
(Effective Date: April 14, 2003)

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

If you have any questions about this notice, please contact _____, Treasurer, at (_____)_____.

Who Will Follow the Requirement of This Notice. This notice describes the District's practices and those of its employees and business associates. The District, its employees, and its business associates may share medical information with each other for the purposes of treatment, payment or other operations of the District as described in this notice.

Privacy of Health Information. We understand that medical information about you and your health is personal. This notice tells you about the ways in which we may use and disclose medical information about you. We also describe your rights and certain obligations that we have, regarding the use and disclosure of medical information. We are required by law to:

1. assure the medical information that identifies you is kept private;
2. give you this notice of our legal duties and privacy practices with respect to medical information about you and
3. follow the terms of the notice that is currently in effect.

Use and Disclosure of Medical Information. The following describes the different ways that we may use and disclose medical information. Generally, private health information may be released without your authorization for the purposes of treatment, payment or other healthcare operations of the District. Medical information may also be released for the following purposes:

1. as required by law;
2. for public health services;
3. in connection with the investigation of abuse, neglect or domestic violence;
4. to health oversight agencies in connection with health oversight activities;
5. for judicial and administrative proceedings;
6. for law enforcement purposes;
7. to coroners, medical examiners and funeral directors;

8. for research if a waiver of authorization has been obtained;
9. to prevent serious and imminent harm to the health or safety of a person or the public;

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10. for specialized governmental functions;
11. for military and veterans activities;
12. for national security and intelligence;
13. for protective services for the President and others;
14. to the Department of the State to make medical suitability determinations;
15. to correctional institutions and law enforcement officials regarding an inmate or
16. for workers' compensation if necessary to comply with the laws relating to workers' compensation and other similar programs.

Rights Regarding Medical Information. You have the following rights regarding medical information that we maintain about you:

Right to Inspect and Copy. You have the right to inspect and copy medical information that may be used to make decisions about you, including medical and billing records. To inspect and copy medical information about you, you must submit your request in writing to the Treasurer. If you request a copy of this information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request. We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed.

Right to Amend. If you feel that the medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the District. To request an amendment, your request must be made in writing and submitted to the Treasurer. In addition, you must provide a reason that supports your request. We may deny your request if the information:

1. is not in writing or properly supported by a reason;
2. was not created by us;
3. is not part of the medical record kept by the District;
3. is not part of the information that you would be permitted to inspect and copy or
4. is accurate and complete.

Right to an Accounting. You have the right to request an "accounting of disclosures." This is a list of the disclosures we have made of medical information about you. To request this list, you must submit your request in writing to the Treasurer. Your request must state a

time period that may not be longer than six years and may not include dates before April 14, 2003. Your request must also indicate in what form you want the list (for example, on paper or electronically). The first list that you request within a 12-month period is free. For

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additional lists. We may charge you for the cost of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request before any cost is incurred.

Right to Request Restrictions. You have the right to request a restriction or limitation on the medical information that we use or disclose about you for treatment, payment or healthcare operations. You also have the right to request a limit on the medical information that we disclose about you to someone who is involved in your care or the payment for your care. However, we are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you with emergency treatment. To request restrictions, you must make a written request to the Treasurer telling us what information you want to limit; whether you want to limit our use, disclosure or both; and to whom you want the limits to apply, for example disclosures to your spouse.

Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location, for example by mail or only at work. To request confidential communications, you must make your request in writing to the Treasurer and specify how or where you wish to be contacted. We will not ask you the reason for your request and will accommodate all reasonable requests.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy. You may obtain a copy of this notice by contacting the Treasurer's Office.

Changes to This Notice. We reserve the right to make changes to this notice, and to make the revision or change applicable to medical information we already have about you, We will post a copy of the current notice in each building in the District.

Complaints. If you believe your privacy rights have been violated, you may file a complaint with the District. To file a complaint, please contact _____, Treasurer,

_____ School District, _____, Ohio,

() _____.

All complaints must be submitted in writing. You can also complain to the Office for Civil Rights, US. Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F, HHH Building, Washington, D.C, 20201-0004, (800) 368-1019,

Other Uses of Medical Information. Other uses and disclosures of medical information not covered by this notice will be made only with your written permission. If you provide us with permission to use or disclose medical information about you, you may revoke that permission in writing at any time. If you revoke your permission, we will no longer use or disclose medical

information about you for the reason covered by your written authorization. However, we will not be able to take back any disclosures that we already made during any period in which your permission was in effect.

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JOB DESCRIPTIONS

The Board wishes the Superintendent to maintain continuously a comprehensive, coordinated set of job descriptions for administrative/instructional and operational positions to promote effectiveness, efficiency and economy in the operation of the District staff.

Job descriptions for positions which report directly to this Board (Superintendent and Treasurer) are defined as policies of the Board.

Revisions to job descriptions are reviewed with employees prior to promulgation.

Each employee is provided a copy of his/her job description at the time of employment and any revisions thereto.

Employees are evaluated at least in part against their job descriptions.

Job descriptions shall be brief, factual and, wherever possible, generically descriptive of similar jobs.

[Adoption date: February 18, 2003]

ADMINISTRATIVE/INSTRUCTIONAL STAFF POSITIONS

All administrative/instructional staff positions are created only with the approval of the Board. It is the Board's intent to maintain a sufficient number of positions to accomplish its goals and objectives.

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

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

The Superintendent keeps all job descriptions current and presents recommended changes to the Board for approval.

[Adoption date: February 18, 2003]

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

ADMINISTRATIVE/INSTRUCTIONAL STAFF CONTRACTS
AND COMPENSATION PLANS
(Teachers)

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

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

Teacher Contracts

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

The basic types of contracts are as follows:

1. Limited Contract

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

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

The Board may, acting on the Superintendent's written recommendation that the teacher not be reemployed, not renew a limited contract so long as evaluation procedures have been completed in compliance with law. The Board must give the teacher written notice of its intent not to reemploy on or before April 30.

2. Extended Limited Contract

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

3. Continuing Contract

Teachers who have taught in the District for at least three years within the last five years and teachers who have attained continuing contract status elsewhere and have served two years in the District are eligible for continuing contracts.

A continuing contract may be issued to eligible teachers who:

- A. hold a professional, permanent or life teaching certificate or
- B. hold a professional educator license and have completed one of the following:
 - 1) If the teacher did not hold a master's degree at the time of initially receiving the license, 30 semester hours of coursework are required in the area of licensure or in an area related to teaching since the initial issuance of the license.
 - 2) If the teacher held a master's degree at the time of initially receiving his/her license, six semester hours of graduate course work are required in the area of licensure or in an area related to teaching since the initial issuance of the license.

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

If the Board rejects the recommendation for reemployment of the teacher, the Superintendent may recommend reemployment of the teacher under an extended limited contract for a term not to exceed two years, if continuing service status has not previously been attained elsewhere. Written notice of the Superintendent's intention to make such a recommendation must be given to the teacher with reasons directed at the professional improvement of the teacher on or before April 30. Upon subsequent reemployment of the teacher, only a continuing contract may be entered into.

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

The Board declares its intention not to reemploy the teacher by giving the teacher written notice on or before April 30. If evaluation procedures have not been completed in compliance with law or if the Board fails to give the teacher written notice of its intent not to reemploy by the aforementioned date, the teacher is reemployed under an extended limited contract for a term not to exceed one year at the same salary plus any increment provided by the salary schedule.

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

[Adoption date: February 18, 2003]

[Re-adoption date: May 20, 2008]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

ADMINISTRATIVE/INSTRUCTIONAL STAFF CONTRACTS
AND COMPENSATION PLANS
(Administrators)

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

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

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

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

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

The Superintendent's recommendation is considered in all contract renewals. All administrators are evaluated annually. In the year an administrator's contract does not expire, the evaluation is completed by July 31 and a copy is given to the administrator. In the year an administrator's contract does expire, two evaluations are completed: one preliminary and one final. The preliminary evaluation is conducted at least 60 days prior to March 31 and prior to any Board action on the employee's contract.

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

Before March 31, any administrator whose contract expires at the end of the school year is notified by the Board of the date on which the contract expires and of the individual's right to request a meeting with the Board in executive session to discuss the reasons for considering renewal or nonrenewal of his/her contract. Also prior to March 31 of the year in which the contract of employment expires, any administrator whom the Board intends to nonrenew receives written notification of the Board's intent not to re-employ.

The Board may request an alternative administrative license valid for employing a superintendent or any other administrator, consistent with State law.

[Adoption date: February 18, 2003]

[Re-adoption date: May 20, 2008]

LEGAL REFS.: ORC 3319.01; 3319.02; 3319.11; 3319.12; 3319.225; 3319.27
4117.01
OAC 3301-24-11; 3301-24-12

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

ADMINISTRATIVE/INSTRUCTIONAL STAFF CONTRACTS
AND COMPENSATION PLANS
(Administrators)

The Board may request that the State Department of Education issue an alternative administrative license valid for employing a principal, superintendent or other administrative specialist as specified by the Board.

The State Department of Education may issue a one-year alternative principal license, valid for serving as principal or assistant principal, or a two-year alternative superintendent or administrative specialist license at the request of the District. The individual must:

1. be of good moral character;
2. submit to a BCII background check;
3. have a bachelor's degree (for principals and administrative specialists) or a master's degree (for superintendents) and a grade point average of at least 3.0 and
4. have two or more years of teaching experience or five years of documented successful work experience in education, management or administration (for principals) or five or more years of documented successful experience in teaching, education, management or administration (for administrative specialists and superintendents).

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

For non-educators issued an alternative principal license, the District develops and implements a planned program for obtaining classroom-teaching experience. For non-educators issued an alternative administrative specialist or superintendent license, the District develops and implements a plan that outlines observation or classroom instruction across grade levels and subject areas.

(Approval date: February 18, 2003)

(Re-approval date: May 20, 2008)

ADMINISTRATIVE/INSTRUCTIONAL STAFF SALARY SCHEDULES

The Board adopts a salary schedule for its regular teaching personnel and places each teacher on the salary schedule in accordance with training and experience.

Placement on the salary schedule is in accordance with regulations developed by the administration and approved by the Board and the placement is in compliance with the negotiated agreement.

Retired administrators who are subsequently employed by the Board are granted credit on the salary schedule as determined by the Board on a case-by-case basis.

[Adoption date: February 18, 2003]

LEGAL REFS.: ORC 3317.13; 3317.14
3319.12

CONTRACT REF.: Teachers' Negotiated Agreement

ADMINISTRATIVE/INSTRUCTIONAL STAFF SUPPLEMENTAL CONTRACTS

Certain positions assigned to professional staff members may require extra responsibility or extra time beyond that required of all professional staff members. When the Board and administration determine the need, qualified staff selected for such positions are provided supplemental contracts and additional compensation.

The Board approves the positions and the compensation for these assignments. Supplemental contracts for such assignments are awarded by the Board upon the recommendation of the Superintendent.

Supplemental contracts are limited contracts given for terms not to exceed five years. Supplemental contracts expire automatically at the end of their terms, with or without Board action.

The Board directs the Superintendent/designee to identify those supplemental contract positions that supervise, direct or coach student activity programs which involve athletic, routine/regular physical activity or have health and safety considerations. Individuals accepting these contract positions must complete the requirements established by the Ohio Department of Education, State law and the Ohio Administrative Code.

[Adoption date: February 18, 2003]

[Re-adoption date: May 17, 2007]

[Re-adoption date: May 20, 2008]

LEGAL REFS.: ORC 3313.53
3319.08; 3319.11; 3319.111; 3319.39
OAC 3301-20-01
3301-27-01; 3301-27-02

CROSS REFS.: GCB, Administrative/Instructional Staff Contracts and Compensation Plans
GDBB, Support Staff Pupil Activity Contracts
IGD, Cocurricular and Extracurricular Activities
IGDJ, Interscholastic Athletics

CONTRACT REF.: Teachers' Negotiated Agreement

ADMINISTRATIVE/INSTRUCTIONAL STAFF FRINGE BENEFITS

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

District administrators are entitled to the same benefits provided to teachers under the terms of any current agreements or policies, except where greater benefits have been awarded under the terms of a personal contract between the administrator and the District.

[Adoption date: February 18, 2003]

LEGAL REFS.: ORC 9.83; 9.90
3313.20 – 3313.203; 3313.38
3319.141
3917.04
Chapter 4117
4123.01
Chapter 4141

CROSS REF.: EI, Insurance Management

CONTRACT REF.: Teachers' Negotiated Agreement

ADMINISTRATIVE/INSTRUCTIONAL STAFF LEAVES AND ABSENCES

A leave of absence is a period of extended absence from duty by a staff member for which written request has been made and formal approval has been granted by the Board. The Board provides a plan for considering leaves and absences for its staff members in accordance with State and Federal laws and Board policies.

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

Depending on the type of leave and when the group insurance policy permits, an employee may continue to participate in Board-approved insurance programs, provided that the employee pays the entire premium for these benefits.

A staff member terminates his/her affiliation with the Board if, at the expiration of the specified period of leave, he/she declines the position that is offered to him/her. Assuming his/her contract has not expired during a leave of absence, an employee holds the same contract status upon returning to duty as was held on the date on which the leave began.

[Adoption date: February 18, 2003]

[Re-adoption date: April 20, 2011]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2601 et seq.
Americans with Disabilities Act Amendments Act of 2008; 42 USC 12101 et seq.
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.
ORC 124.38
3313.211
3319.08; 3319.09; 3319.13; 3319.131; 3319.14; 3319.141; 3319.143

CROSS REFS.: GBR, Family and Medical Leave
GCB, Professional Staff Contracts and Compensation Plans

CONTRACT REF.: Teachers' Negotiated Agreement

ADMINISTRATIVE/INSTRUCTIONAL STAFF VACATIONS AND HOLIDAYS

Vacations

Administrative personnel employed on a 12-month basis receive vacations during the contract year as specified in their individual contracts.

A written request for vacation is submitted to the Superintendent for approval. Vacations are allowed, provided they do not hinder the operation of the schools.

Holidays

The school calendar, as adopted by the Board, establishes the school recess periods and holidays for all administrators employed on a school-year basis.

Except as holidays have been declared for the District or vacation days have been scheduled, all administrative/instructional staff members employed on a 12-month basis (260 workdays per year) are expected to work during the recess periods of the school year.

[Adoption date: February 18, 2003]

LEGAL REFS.: ORC 3313.20; 3313.63

ADMINISTRATIVE/INSTRUCTIONAL STAFF RECRUITING

Because the quality of the staff hired by the Board is the major component of an effective, productive educational program, the Board and the administration of the District make efforts to attract and retain qualified personnel.

The Board expects the Superintendent, with the assistance of the administrative staff, to determine the personnel needs of the District and the individual schools and to recruit the best qualified candidates to recommend for employment.

Recruitment procedures include posting all openings so that the talents and potential of individuals already employed by the school system are not overlooked. Any current employee may apply for any position for which he/she has certification and meets other stated requirements. All candidates shall be considered on the basis of their merits, qualifications and the needs of the District.

The appropriate building administrator is expected to be involved in recruiting and interviewing. The Superintendent's recommendation reflects, although not necessarily concurs with, that administrator's appraisal of the candidate's qualifications.

[Adoption date: February 18, 2003]

LEGAL REF.: OAC 3301-35-03

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

ADMINISTRATIVE/INSTRUCTIONAL STAFF HIRING

The Superintendent determines the District's personnel needs and recommends to the Board qualified candidates for employment. Through recruiting and evaluation procedures, the Superintendent recruits and recommends to the Board the employment and retention of personnel.

It is the duty of the Superintendent to see that persons nominated for employment in the schools meet all certification/licensure requirements and the requirements of the Board for the type of position for which the nomination is made.

The following guidelines are used in the selection of personnel.

1. There is no unlawful discrimination in the hiring process.
2. The quality of instruction is enhanced by a staff with widely varied backgrounds, educational preparation and previous experience. Concerted efforts are made to maintain a variation in the staff.
3. Interviewing and selection procedures ensure that the administrator who is directly responsible for the work of a staff member has an opportunity to aid in the selection process. The final recommendation to the Board is made by the Superintendent.
4. No candidate is hired without an interview and a criminal records check.
5. All candidates are considered on the basis of their merits, qualifications and the needs of the District. In each instance, the Superintendent and others having a role in the selection process seek to recommend the best qualified applicant for the job.

While the Board may accept or reject a nomination, an appointment is valid only if made with the recommendation of the Superintendent. In the case of a rejection, it is the duty of the Superintendent to make another nomination.

Employment of Retired Administrators

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

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

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

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Rehiring of Retirees

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

[Adoption date: February 18, 2003]

[Re-adoption date: September 16, 2003]

[Re-adoption date: December 18, 2003]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC 3307.01; 3307.353
3313.53
3319.02; 3319.07; 3319.08; 3319.11; 3319.22-3319.31;
3319.39
3323.06
OAC 3301-35-05; 3301-35-06

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

ADMINISTRATIVE/INSTRUCTIONAL STAFF HIRING

When circumstances dictate, and in order to maintain continuity of the District's educational program, the employment of previously retired administrative personnel to fill administrative vacancies may be recommended to the Board so long as all of the following conditions are met.

1. An individual's administrative contract is a one-year agreement only. Such contract contains a resignation clause effective at the end of the one-year period.
2. All individual employment contracts expire at the end of the contract period without action by the Board or notice of expiration to the individual administrative employee.
3. A previously retired administrator must execute a written waiver of any evaluation procedures and potential automatic re-employment pursuant to applicable provisions of law.
4. A previously retired administrator must waive eligibility for continuing contract status as a teacher in the District, no matter his/her length of post-retirement service or the number of administrative contracts issued.
5. No previously retired administrator has any expectation of or right to future employment.
6. No previously retired administrator is eligible to participate in any retirement incentive program offered by the Board including, but not limited to, severance allowance.
7. Previously retired administrators may purchase health and other insurance benefits offered by the Board to its regular employees at the Board's cost, as may be adjusted from time to time.
8. A previously retired administrator must hold a valid license issued by the Ohio Department of Education pursuant to State law, and may be employed in the District under a temporary administrative license.
9. In the event a reduction in force is necessary, previously retired administrators are released before any limited contract administrators and are not eligible for recall. Previously retired administrators affected by a reduction in force may be subsequently rehired at the Board's discretion.
10. Previously retired administrators are entitled to all benefits available to administrative employees, unless otherwise limited by contract or the specific provisions of this regulation.
11. Previously retired administrators return to employment with no sick leave balance, but may accumulate sick leave once re-employed.

(Approval date: February 18, 2003)

PART-TIME AND SUBSTITUTE ADMINISTRATIVE/INSTRUCTIONAL
STAFF EMPLOYMENT

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

The employment of substitute teachers is centralized for the District in the office of the Superintendent. Candidates selected are recommended to the Board for placement on the list of approved substitutes. Principals assume responsibility for the scheduling of substitutes from the approved list as needed.

Building principals develop regulations for substitute teachers to guide them in the performance of their duties. The regulations are approved by the Superintendent.

[Adoption date: February 18, 2003]

[Re-adoption date: September 16, 2003]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC 3317.13
3319.07; 3319.08; 3319.10; 3319.13; 3319.22–3319.31; 3319.39
3323.06
OAC 3301-35-05; 3301-35-06

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

ADMINISTRATIVE/INSTRUCTIONAL STAFF ASSIGNMENTS AND TRANSFERS

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

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

Assignment to Nonpublic Schools

Teachers employed by the Board and assigned to nonpublic schools are considered as employees in all respects.

Such teachers will fulfill all requirements established for any other teacher assigned to serve within the District. Such teachers may be re-assigned to serve in any other assignment, either in the public schools or in nonpublic schools, as long as they are qualified to perform such duties.

Supervision of the performance of teachers assigned to nonpublic schools is the responsibility of the Superintendent.

Administrators

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

[Adoption date: February 18, 2003]

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

CONTRACT REF.: Teachers' Negotiated Agreement

ADMINISTRATIVE/INSTRUCTIONAL STAFF TIME SCHEDULES

Administrators

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

Teachers

Efforts are made by the administration to provide a uniform workday for teachers. The workday for teachers shall be established by the Board.

The work year for teachers is established by the Board's adoption of the school calendar.

[Adoption date: February 18, 2003]

LEGAL REFS.: ORC 3313.48; 3313.481; 3313.483
3319.111
OAC 3301-35-02(B)(11)-(13); 3301-35-03(A)(12)

CROSS REF.: ICA, School Calendar

CONTRACT REF.: Teachers' Negotiated Agreement

ADMINISTRATIVE/INSTRUCTIONAL STAFF DEVELOPMENT OPPORTUNITIES

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

Opportunities for professional growth are provided through such means as:

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

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

[Adoption date: February 18, 2003]

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

CROSS REFS.: GCBC, Administrative/Instructional Staff Fringe Benefits
GCBD, Administrative/Instructional Staff Leaves and Absences

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF ADMINISTRATIVE/INSTRUCTIONAL STAFF
(Teachers)

A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operation of the District.

An ongoing evaluation program is implemented to provide a record of service, to provide objective evidence for employment and personnel decisions and to promote the improvement of instruction as a part of the goals of the District.

Procedures used in the evaluation process are subject to Board approval or in accordance with the negotiated agreement. Complete and appropriate evaluation records are maintained.

[Adoption date: February 18, 2003]

LEGAL REFS.: ORC Chapter 4117
3319.01; 3319.11; 3319.111; 3319.16; 3319.161
OAC 3301-35-03(A)(8)

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF ADMINISTRATIVE/INSTRUCTIONAL STAFF
(Administrators Both Administrative/Instructional and Support)

The Superintendent institutes and maintains a comprehensive program for the evaluation of administrative personnel. Administrative personnel are all persons issued contracts in accordance with the Ohio Revised Code, including the following: assistant superintendents, principals, assistant principals and all other personnel required to maintain certificates/licenses in order to be employed as pupil-personnel workers and educational administrative specialists (provided that such person spends less than 50% of his/her time teaching or working with students) and any other employee whose duties enable him/her to be considered either a "supervisor" or "management-level employee" excluded from all of the employee bargaining units. In addition, evaluations should assist administrators in developing their administrative/instructional abilities in order to increase the effectiveness of District management.

The purpose of administrator evaluations is to assess the performance of administrators, to provide information upon which to base employment and personnel decisions and to comply with the requirements of State law. All administrators are evaluated annually. In the year an administrator's contract does not expire, the evaluation is completed by the end of the contract year, and a copy is given to the administrator. In the year an administrator's contract does expire, two evaluations are completed, one preliminary and one final. The preliminary evaluation is conducted at least 60 days prior to March 31 and prior to any Board action on the employee's contract. Evaluations are considered by the Board in determining whether to re-employ administrators.

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

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

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

[Adoption date: February 18, 2003]

LEGAL REFS.: ORC 3319.02; 3319.03; 3319.04; 3319.16; 3319.17; 3319.171; 3319.22
OAC 3301-35-06

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

EVALUATION OF ADMINISTRATIVE/INSTRUCTIONAL STAFF
(Administrators Both Administrative/Instructional and Support)

To assist administrators in the development of their professional abilities, to provide information for employment decisions and to comply with mandates of State law, the following procedures are employed by the Superintendent/designee in evaluating administrative personnel.

1. An initial meeting is held by the Superintendent prior to the school year with the assistant superintendents and administrators to discuss specific measurable objectives and plans for their achievement. A statement of these objectives and plans is submitted by each administrator to the Superintendent/designee at a time specified. These objectives and plans are written and maintained in each administrator's personnel file.
2. The evaluator employs the evaluation criteria which are designed to measure the administrator's effectiveness in performing the duties set forth in his/her written job description. All administrators will be evaluated prior to the end of their contract year. The evaluator will also assess the administrator's progress in meeting plans and objectives set for that school year. Areas of outstanding, satisfactory and poor performance will be noted. The Superintendent/designee will meet with each administrator to discuss the written evaluation. The evaluatee is given a copy of the evaluation and has an opportunity to discuss it with the evaluator at this second meeting.
3. An ongoing dialogue concerning the administrator's objectives will continue and the evaluator and evaluatee will meet as needed or requested.
4. For those employees whose contracts are expiring at the end of the current school year, two evaluations must be completed. A preliminary evaluation must be received by the employee at least 60 days prior to any Board action on the employee's contract. A final evaluation must include the Superintendent's intended recommendation for the contract of the employee. A written copy of the final evaluation must be provided to the employee at least five days prior to the Board's action to renew or nonrenew the employee's contract.
5. The employee may request a meeting with the Board prior to any Board action on his/her contract. The employee may have a representative of his/her choice at the meeting.
6. Assistant superintendents, principals, assistant principals and other administrators are automatically re-employed if they are not evaluated according to State law or provided a meeting, if requested, to discuss their renewal or nonrenewal.
7. All evaluation criteria, procedures and written job descriptions are reviewed annually by the Superintendent/designee and revised as necessary.

(Approval date: February 18, 2003)

REDUCTION IN ADMINISTRATIVE/INSTRUCTIONAL STAFF WORK FORCE

The Board may reduce the number of teachers upon the return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the District or decreased enrollment of students in the District or for financial reasons.

The Board may reduce the number of administrators upon the return to duty of administrators after leaves of absence, suspension of schools, territorial changes affecting the District, decreased enrollment of students in the District, for financial reasons or for other reasons unrelated to the performance of the individual administrator.

[Adoption date: February 18, 2003]

[Re-adoption date: May 17, 2007]

[Re-adoption date: September 17, 2009]

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

CONTRACT REF.: Teachers' Negotiated Agreement

REDUCTION IN ADMINISTRATIVE/INSTRUCTIONAL STAFF WORKFORCE
(Administrators Both Administrative/Instructional and Support)

When the Board determines that it is necessary to reduce the number of administrative staff positions, the following procedures shall apply.

1. To the extent possible, the number of administrators affected by a reduction in force will be minimized by not employing replacements or who retire, resign or whose contracts are not renewed for reasons other than reduction in force.
2. Reductions needed beyond those resulting from attrition are made by suspending or nonrenewing contracts. Those contracts to be suspended are chosen as follows.
 - A. All administrators are placed on a seniority list. Seniority is defined as the length of continuous service in the District. Seniority is not interrupted by authorized leaves of absence.
 - B. Reductions shall be made with preference being given first to administrators with seniority.
 - C. If two or more administrators have the same length of service, seniority will be determined by:
 - 1) the date of the Board meeting at which the administrator was hired;
 - 2) next, by the date on which the administrator signed his/her initial contract in the District (in the event two or more staff members were hired on the same date) and
 - 3) then, the date on which the administrator submitted the first completed job application within the two-year period preceding the effective date of the administrator's first contract with the Board.

If a tie remains after steps 1, 2 and 3, the Superintendent decides which contract is suspended.

3. The names of administrators whose contracts are suspended in a reduction-in-force action are placed on a recall list for up to 12 months from the date of the reduction. Administrators on the recall list have the following rights.
 - A. No new administrator will be employed by the Board while there are administrators on the recall list who are certificated/licensed to fill the vacancy.
 - B. Administrators on the recall list are recalled in order of seniority for vacancies in areas for which they are certificated/licensed.
 - C. If a vacancy occurs, the Board will send an announcement via certified mail to the first known address of all administrators on the recall list who are qualified according to these provisions. It is the administrator's responsibility to keep the Board informed of his/her current address. All administrators are required to respond in writing to the District office within seven calendar days. The most senior of those responding is offered the vacant position. Any administrator who fails to accept the position within seven calendar days forfeits all recall rights.
 - D. An administrator on the recall list, upon acceptance of the notification to resume active employment status, returns to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as he/she held at the time of layoff. An administrator on the recall list who is unemployed and does not otherwise have group insurance coverage available may continue to participate for up to 18 months in those benefits which are provided to administrators in active employment, provided that the administrator pays 102% for such benefits.

(Approval date: September 17, 2009)

RESIGNATION OF ADMINISTRATIVE/INSTRUCTIONAL STAFF MEMBERS

Any administrative/instructional staff member who has a contract effective for the next school year is permitted to resign prior to July 10, preceding that year. After that time, the consent of the Board must be given before a staff member may resign his/her position. A teacher who resigns after July 10 is subject to certification sanctions imposed by the State Board of Education. Resignations are submitted to the Superintendent for presentation to the Board.

[Adoption date: February 18, 2003]

LEGAL REFS.: ORC 3319.02; 3319.15

SEVERANCE PAY

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

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

[Adoption date: February 18, 2003]

LEGAL REFS.: ORC 9.90
124.39

CONTRACT REF.: Teachers' Negotiated Agreement

SUSPENSION AND TERMINATION OF ADMINISTRATIVE/INSTRUCTIONAL
STAFF MEMBERS

Suspension

The Board may suspend an administrative/instructional staff member pending final action to terminate his/her contract if, in its judgment, the character of the charges warrants such action.

Termination

The contract of an administrative/instructional staff member may be terminated for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board or for other good and just cause. Before terminating any contract, the Board furnishes the administrative/instructional staff member a written notice signed by the Treasurer of its intention to consider termination of his/her contract and specification of the grounds for such consideration. The Board informs the administrative/instructional staff member of his/her right to request a hearing by the Board or by an independent referee. At such a hearing, both parties may be represented by counsel and present and cross-examine witnesses. A stenographic record of the proceedings is made. After the hearing, the Board makes its determination by majority vote. Any order of termination of a contract states the grounds for termination.

If the suspension or termination is based in whole or in part on the results of a consumer report (as that term is used in the Fair Credit Reporting Act), the Board furnishes the administrative/instructional staff member with pre-adverse action and adverse action notices required by the Fair Credit Reporting Act.

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

[Adoption date: February 18, 2003]

LEGAL REFS.: Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC 124.36
3319.02; 3319.11; 3319.16; 3319.161; 3319.17

CROSS REF.: GBQ, Criminal Records Check

CONTRACT REF.: Teachers' Negotiated Agreement

TUTORING FOR PAY

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

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

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

[Adoption date: February 18, 2003]

PROFESSIONAL RESEARCH AND PUBLISHING

All educational research is coordinated by the Superintendent. Administrators will participate when appropriate.

While recognizing the value of educational research, the Board also has the responsibility to protect students, parents and staff from harassment, invasion of privacy, physical, psychological, social and educational injury. Consequently, the Board requires that the Superintendent screen all proposals carefully.

[Adoption date: February 18, 2003]

SUPPORT STAFF POSITIONS

All support staff positions are created only with the approval of the Board. It is the Board's intent to maintain a sufficient number of positions to accomplish its goals and objectives.

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

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

The Superintendent keeps all job descriptions current and presents recommended changes to the Board for approval.

[Adoption date: February 18, 2003]

LEGAL REFS.: ORC 124.11; 124.18; 124.34
3319.081
OAC 3301-35-03

SUPPORT STAFF SALARY SCHEDULES

The Board develops salary schedules which:

1. adequately provide for the retention of those support staff employees who are rendering satisfactory and efficient service in the school system and
2. provide employees with a financial projection by indicating the salary which may be provided by a salary schedule.

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

An employee must serve two-thirds of his/her particular work year in order to qualify for the yearly increment on a salary schedule.

[Adoption date: February 18, 2003]

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

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF PUPIL ACTIVITY CONTRACTS

The Board believes that a varied cocurricular program adds depth and richness to the academic program, teaching skills and life lessons not easily learned in the classroom. The Board also recognizes the importance of positive adult leadership in pupil activity programs.

Nonlicensed/Noncertificated staff members may be awarded pupil activity contracts. Compensation for the position is at the same Board-approved rate as that paid to licensed individuals.

Any nonlicensed/noncertificated staff member desiring to accept a pupil activity contract must hold a valid pupil activity permit issued under rules adopted by the State Board of Education. The Board may terminate or suspend the pupil activity contract if this permit is suspended, revoked or limited by the State Board of Education.

Pupil activity contracts are limited nonteaching contracts in effect for a term not to exceed one year. The Board provides written notice of nonrenewal on or before June 1 of each year.

The Board approves the positions and the compensation for these assignments. Contracts are awarded by the Board upon the recommendation of the Superintendent. The Board meets all requirements of the Fair Labor Standards Act.

The Board directs the Superintendent/designee to identify those pupil activity contract positions that direct, supervise or coach programs that involve athletic, routine or regular physical activity or involve health and safety considerations. Individuals accepting these contract positions must meet the requirements established by the Ohio Department of Education, State law and the Ohio Administrative Code.

[Adoption date: February 18, 2003]

[Re-adoption date: May 17, 2007]

[Re-adoption date: May 20, 2008]

LEGAL REFS.: ORC 3313.18; 3313.53
3319.081; 3319.083; 3319.303, 3319.39
OAC 3301-20-01
3301-27-01

CROSS REFS.: GBQ, Criminal Records Check
GCBB Administrative/Instructional Staff Supplemental Contracts
GDB, Support Staff Contracts and Compensation Plans
GDKA, Support Staff Extra Duty
IGD, Cocurricular and Extracurricular Activities
IGDJ, Interscholastic Athletics
IICC, School Volunteers

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF FRINGE BENEFITS

In addition to basic salary, benefits are recognized by the Board as an integral part of the total compensation plan for staff members.

The benefits extended to eligible support staff employees are designed to promote their present and future economic security and to provide the financial incentives for skill development that benefit the District.

[Adoption date: February 18, 2003]

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

CROSS REF.: EI, Insurance Management

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF LEAVES AND ABSENCES

Leaves and absences granted to the support staff are for the purposes of helping them maintain their physical health, taking care of family and other personal emergencies and discharging important and necessary obligations.

All requests for long-term leaves of absence are submitted by the Superintendent, together with his/her recommendations, to the Board for its action.

Community Schools Leave of Absence

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

The Board permits employees returning from community schools to receive credit for any personal leave days accrued while employed at the community school.

[Adoption date: February 18, 2003]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2611 et seq.
ORC 124.38-124.39
3313.20; 3313.211
3319.13; 3319.141; 3319.143

CROSS REF.: GBR, Family and Medical Leave

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF VACATIONS AND HOLIDAYS

Vacations

Certain support staff personnel are eligible for vacation after the first full year of employment. Those employed for 11 or 12 months receive vacation with pay in compliance with State law or the negotiated agreement.

The Superintendent gives final approval of vacation schedules for the support staff. It is his/her responsibility to see that vacations are scheduled so that the least interference with the operation of the schools results.

Holidays

The following holidays have been established by law as paid holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If Independence Day, Christmas Day or New Year's Day falls on a Saturday, employees will not be required to work on the preceding Friday. When any of these days falls on a Sunday, employees are not required to work on the following Monday. Employees are eligible for paid holidays only if they accrue earnings the day before and the day after the holiday.

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

[Adoption date: February 18, 2003]

LEGAL REFS.: ORC 1.14
3319.084; 3319.086; 3319.087

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF RECRUITING/POSTING OF VACANCIES/HIRING

The recruitment and selection of suitable candidates for positions is the responsibility of the Superintendent, who confers with principals and other supervisors before making a selection. An employee may apply for any vacancy for which he/she is qualified.

All appointments to the support staff are made by the Superintendent subject to confirmation by the Board. In making these appointments, the Superintendent carefully observes all pertinent laws and negotiated agreements, as well as any regulations which may be approved from time to time by the Board.

The Board fixes conditions of employment as well as wages, hours and other benefits for support staff members upon the recommendation of the Superintendent or as determined by the negotiated agreement.

Rehiring of Retirees

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

[Adoption date: February 18, 2003]

[Re-adoption date: September 16, 2003]

[Re-adoption date: December 18, 2003]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC Chapter 124
3309.345
3319.04; 3319.081 et seq.; 3319.39
3327.10
4141.29
OAC 3301-35-05; 3301-35-06

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

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF RECRUITING/POSTING OF VACANCIES/HIRING

Recruitment is actively carried out by the Superintendent and others that he/she designates. As a first step in recruitment, the Superintendent posts notices of job openings and recruits from among all qualified District support employees. In addition, available channels of communication shall be used for recruitment outside the District, including newspaper advertisements.

All applications for employment are referred to the Superintendent and, as appropriate, the Treasurer.

Relatives of Board members may be employed by the Board, provided the member of the Board involved does not participate in any way in the discussion or vote.

Preference is given to candidates for employment who are residents of this District.

Any employee's misstatement of fact material to qualifications for employment or the determination of salary is considered by this Board to constitute grounds for dismissal.

The hiring of employees prior to approval by the Board is authorized when their employment is required to maintain continuity of services in the District. Retroactive employment is recommended to the Board at the next meeting.

The administration will seek recommendations from former employers and others that may be of assistance in assessing the candidates' qualifications. These records are retained confidentially and used for office use only.

All candidates are recruited specifically for the position of intent with equal opportunity given to all in compliance with all State and Federal law.

(Approval date: February 18, 2003)

(Re-approval date: November 18, 2003)

PART-TIME, TEMPORARY AND SUBSTITUTE SUPPORT STAFF EMPLOYMENT

Part-time, temporary and substitute support staff are employed as necessary for the efficient operation of the District.

The District maintains lists of persons qualified to serve in various support positions so that substitutes and temporary help may be obtained as needed. The Board approves such persons for substitute and temporary employment on the recommendation of the Superintendent.

Part-time, temporary and substitute support staff employees are paid in accordance with hourly rates established by the Board. Regularly employed, part-time employees are entitled to sick leave on a prorated basis, based on a full-time schedule. Other privileges and benefits may be provided to regularly employed part-time employees.

[Adoption date: February 18, 2003]

[Re-adoption date: September 16, 2003]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC 124.27
3319.081; 3319.141; 3319.39
OAC 3301-35-05; 3301-35-06

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

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF ORIENTATION

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

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

[Adoption date: February 18, 2003]

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

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

Assignments to Nonpublic Schools

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

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

[Adoption date: February 18, 2003]

LEGAL REFS.: Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC 124.32
3319.01
OAC 3301-35-03(A)

CROSS REF.: GBQ, Criminal Records Check

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF TIME SCHEDULES

The periods of work required of the support staff shall be clearly specified to ensure the smooth and regular operation of the District. Where not otherwise specified in the terms of a collectively negotiated agreement, the Board reserves the right to specify the working hours for support employees.

All 12-month employees are expected to report to work for four hours on days when school is cancelled due to inclement weather. The only exceptions are those where prior arrangements have been made with the building administrator.

The Superintendent applies uniformly throughout the District working periods for support personnel.

[Adoption date: February 18, 2003]

SUPPORT STAFF EXTRA DUTY

The Board recognizes that it may be necessary for support staff employees to work more than 40 hours during a given work week. The Superintendent/designee establishes regulations governing overtime provisions.

[Adoption date: February 18, 2003]

LEGAL REFS.: Fair Labor Standards Act; 29 USC 201 et seq.
ORC 124.18
3319.086

CROSS REFS.: GCBB, Administrative/Instructional Staff Supplemental Contracts
KG, Community Use of School Facilities (Equal Access)

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF DEVELOPMENT OPPORTUNITIES

Support staff training and development is essential to the efficient and economical operation of the schools.

All support staff employees are encouraged to grow in job skills and to take additional training which improves their skills on the job. Building principals assist in the training of support staff assigned to their respective buildings.

The Superintendent may grant absences to attend meetings, conventions, conferences or workshops of local, state or national associations which serve to advance the welfare of the District through the upgrading and strengthening of the support service.

[Adoption date: February 18, 2003]

LEGAL REF.: OAC 3301-35-03

EVALUATION OF SUPPORT STAFF

Regular evaluation of all support staff is intended to bring about improved services and to provide a continuing record of the service of each employee and evidence on which to base decisions relative to assignment and re-employment.

The Superintendent establishes a continuing program of performance evaluation for the support staff. The program includes written evaluations and a means of making the results known to the evaluated employee.

The services of all support staff employees are evaluated at least once each year. Procedures used in the evaluation process are subject to Board approval or in accordance with the negotiated agreement and/or State law.

[Adoption date: February 18, 2003]

LEGAL REFS.: ORC Chapter 124
Chapter 4117
3319.081
OAC 3301-35-03(A)(8)

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF TERMINATION OF EMPLOYMENT/
RESIGNATION OF SUPPORT STAFF MEMBERS

Employees may be terminated for violation of the policies of the Board upon a majority vote of the Board.

Employees who are not going to be rehired are given an opportunity to resign.

An employee under contract may resign by filing a written resignation with the Treasurer or the Superintendent at least two weeks prior the effective date of the resignation. Normally, any employee who desires to take another position is released by the Board.

[Adoption date: February 18, 2003]

REDUCTION IN SUPPORT STAFF WORK FORCE

Whenever it becomes necessary to reduce the support staff because of financial reasons, job abolishment, management re-organization, lack of work or in the interest of economy, the procedures set forth in State law and in the negotiated agreement govern the rights of employees affected by the reduction.

[Adoption date: February 18, 2003]

[Re-adoption date: May 17, 2007]

LEGAL REFS.: ORC 124.32; 124.321
3319.172
4141.29

CONTRACT REF.: Support Staff Negotiated Agreement

SEVERANCE PAY

In accordance with statute, all employees who present evidence of retirement from active service with the Board are granted severance pay for their accrued, but unused sick leave days.

The Board authorizes the payment to a retiring employee of his/her unused sick leave days in accordance with the negotiated agreement.

[Adoption date: February 18, 2003]

CONTRACT REF.: Support Staff Negotiated Agreement

SUSPENSION, DEMOTION AND TERMINATION OF SUPPORT STAFF MEMBERS

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

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

The action of the Board to terminate the contract of any employee or to suspend or demote him/her is done in compliance with all statutory and constitutionally mandated procedures, including the opportunity for a hearing prior to the termination and if a hearing is required, prior to the suspension or demotion.

[Adoption date: February 18, 2003]

LEGAL REFS.: Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC 124.32; 124.33; 124.34; 124.36
3319.04; 3319.081; 3319.083

CROSS REF.: GBQ, Criminal Records Check

CONTRACT REF.: Support Staff Negotiated Agreement