

## SECTION G: PERSONNEL

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### GA

GAA

#### **Personnel Policies Goals**

Personnel Policies Priority Objectives

### GB

#### GBA

GBB

#### GBC

#### GBCA

#### GBCB

#### GBD

#### GBE

#### GBEA

GBEB

GBF

#### GBG

#### GBH

#### GBI

#### GBIA

GBJ

#### GBK

#### GBL

GBM

#### GBN

#### GBO

#### GBP

#### GBQ

#### GBR

#### GBS

#### **General Personnel Policies**

Equal Opportunity Employment

Staff Involvement in Decision Making (Also ABB)

Staff Ethics

Staff Conflict of Interest

Staff Conduct

Board-Staff Communications (Also BG)

Staff Health and Safety

HIV/AIDS (Human Immunodeficiency Virus/Acquired Immune

Deficiency Syndrome) (Also JHCCA)

Chemical Dependency

Staff Participation in Community Activities (Also KE)

Staff Participation in Political Activities

Staff-Student Relations (Also JM)

Staff Gifts and Solicitations

Online Fundraising Campaigns/Crowdfunding

Staff Funds Management

Smoking on District Property by Staff Members

Personnel Records

Staff Complaints and Grievances

Extended Group Health Coverage

Verification of Employment Eligibility

Drug-Free Workplace

Criminal Record Check

Family and Medical Leave

HIPAA Privacy

### GC

#### GCA

#### GCB

#### GCCA

GCBAA

#### GCBB

#### GCBC

#### GCBD

GCBDA

#### GGBE

#### GCC

GCCA

#### GCD

#### GCE

GCEA

#### **Professional Staff**

Professional Staff Positions

Professional Staff Contracts and Compensation Plans

Professional Staff Salary Schedules

Professional Staff Merit System

Professional Staff Supplemental Contracts

Professional Staff Fringe Benefits

Professional Staff Leaves and Absences

Professional Staff Assault Leave

Professional Staff Vacations and Holidays

Professional Staff Recruiting

Posting of Professional Staff Vacancies

Professional Staff Hiring

Part-Time and Substitute Professional Staff Employment

Arrangements for Professional Staff Substitutes

**SECTION G: PERSONNEL**  
(Continued)

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GCF	Professional Staff Orientation
GCG	Professional Staff Probation and Tenure
GCH	Professional Staff Seniority
<b><u>GCI</u></b>	<b>Professional Staff Assignments and Transfers</b>
<b><u>GCJ</u></b>	<b>Professional Staff Time Schedules</b>
GCK	Professional Staff Work Load
GCKA	Professional Staff Extra Duty
GCKB	Professional Staff Meetings
<b><u>GCL</u></b>	<b>Professional Staff Development Opportunities</b>
GCLA	Professional Staff Visitations and Conferences
GCM	Supervision of Professional Staff
<b><u>GCN</u></b>	<b>Evaluation of Professional Staff (Also AFC)</b>
<b><u>GCNA</u></b>	<b>Evaluation of School Counselors (Also AFCA)</b>
GCO	Professional Staff Promotions
GCP	Professional Staff Termination of Employment
<b><u>GCPA</u></b>	<b>Reduction in Professional Staff Work Force</b>
<b><u>GCPB</u></b>	<b>Resignation of Professional Staff Members</b>
GCPD	Retirement of Professional Staff Members
<b><u>GCPCA</u></b>	<b>Severance Pay</b>
<b><u>GCPD</u></b>	<b>Suspension and Termination of Professional Staff Members</b>
GCQ	Miscellaneous Professional Staff Policies
GCQA	Nonschool Employment by Professional Staff Members
<b><u>GCQAA</u></b>	<b>Professional Staff Consulting Activities</b>
<b><u>GCQAB</u></b>	<b>Tutoring for Pay</b>
GCQB	Professional Research and Publishing
GCQC	Exchange Teaching
GCQD	Professional Organizations
<b><u>GD</u></b>	<b>Support Staff</b>
<b><u>GDA</u></b>	<b>Support Staff Positions</b>
<b><u>GDB</u></b>	<b>Support Staff Contracts and Compensation Plans</b>
<b><u>GDBA</u></b>	<b>Support Staff Salary Schedules</b>
GDBAA	Support Staff Merit System
<b><u>GDBB</u></b>	<b>Support Staff Supplemental Contracts</b>
<b><u>GDBC</u></b>	<b>Support Staff Fringe Benefits</b>
<b><u>GDBD</u></b>	<b>Support Staff Leaves and Absences</b>
GDBE	Support Staff Vacations and Holidays
<b><u>GDC</u></b>	<b>Support Staff Recruiting</b>
<b><u>GDCA</u></b>	<b>Posting of Support Staff Vacancies</b>
<b><u>GDD</u></b>	<b>Support Staff Hiring</b>
<b><u>GDE</u></b>	<b>Part-Time, Temporary and Substitute Support Staff Employment</b>
GDEA	Arrangements for Support Staff Substitutes
<b><u>GDF</u></b>	<b>Support Staff Orientation</b>
GDG	Support Staff Probation and Tenure

**SECTION G: PERSONNEL**  
(Continued)

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GDH	Support Staff Seniority
<b><u>GDI</u></b>	Support Staff Assignments and Transfers
GDJ	Support Staff Time Schedules
<b><u>GDK</u></b>	Support Staff Work Load
GDKA	Support Staff Extra Duty
GDKB	Support Staff Meetings
<b><u>GDL</u></b>	Support Staff Development Opportunities
GDLA	Support Staff Visitations and Conferences
GDM	Supervision of Support Staff
<b><u>GDN</u></b>	Evaluation of Support Staff (Also AFD)
GDO	Support Staff Promotions
GDP	Support Staff Termination of Employment
<b><u>GDPA</u></b>	Reduction in Support Staff Workforce
<b><u>GDPB</u></b>	Resignation of Support Staff Members
GDPC	Retirement of Support Staff Members
GDPCA	Severance Pay
<b><u>GDPD</u></b>	Suspension, Demotion and Termination of Support Staff Members
GDQ	Miscellaneous Support Staff Policies
GDQA	Nonschool Employment by Support Staff Members



## 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, citizenship status, religion, sex, economic status, age, disability, or military status.

[Adoption date: June 9, 2008]

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  
Education Amendments of 1972, Title IX; 20 USC 1681  
Rehabilitation Act; 29 USC 794  
Age Discrimination in Employment Act; 29 USC 623  
Immigration Reform and Control Act; 42 USC 1324a et seq.  
Americans With Disabilities Act; 42 USC 12101 et seq.

ORC Chapter 4112  
5903.01 (G)

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

## STAFF ETHICS

An effective educational program requires the services of men and women of integrity, high ideals and human understanding. To maintain and promote these essentials, the Board expects all staff members to maintain high standards in their working relationships and in the performance of their professional duties, to:

1. recognize basic dignities of all individuals with whom they interact in the performance of duties;
2. represent accurately their qualifications;
3. exercise due care to protect the mental and physical safety of students, colleagues and subordinates;
4. seek and apply the knowledge and skills appropriate to assigned responsibilities;
5. keep in confidence legally confidential information as they may secure;
6. ensure that their actions or those of another on their behalf are not made with specific intent of advancing private economic interests;
7. avoid accepting anything of value offered by another for the purpose of influencing judgment and
8. refrain from using position or public property or permitting another person to use an employee's position or public property for partisan political or religious purposes. This will in no way limit constitutionally or legally protected rights as a citizen.

(Adoption date: July 17, 2006)

## 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 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: August 10, 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

**Ohio's Ethics Laws apply to all public officials, including board members, administrators and all district employees. It is important that all school officials and employees are aware that the Ohio's Ethics Laws prohibits public officials from:**

- **Hiring a family member for a public job;**
- **Using his or her position to get a family member a public job or contract;**  
**or**
- **Using his or her position to get promotions, raises or other job-related benefits for family members.**

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

## 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 that 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: April 8, 2019

LEGAL REFS.: Gun-Free Schools Act; 20 USC 7151  
Gun-Free School Zones Act; 18 USC 922  
ORC 124.34  
2923.1210; 2923.1212; 2923.122  
3319.081; 3319.16; 3319.31; 3319.36

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



## 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, while recognizing that Board meetings are public meetings and that employees can participate in Board deliberations.

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 (i.e., for a specific or official purpose), Board members shall inform the Superintendent of such visit and make arrangements for visitation through the principals of the specific school. 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: June 24, 2002]

LEGAL REF.: ORC 3313.20

## 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 that 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. The employee must prove that the injury was not proximately caused by the employee being intoxicated, under the influence of a controlled substance not prescribed by the employee's physician or under the influence of marihuana (marijuana). The results of, or the employee's refusal to submit to, any of the requested chemical tests may affect the employee's eligibility to receive workers' compensation benefits.

Adoption date: December 10, 2018

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, under the influence of a controlled substance not prescribed by the employee's physician or under the influence of marihuana (marijuana).

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 the employee's physician or under the influence of marihuana (marijuana) 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 .08%\*.
2. Within eight hours of the injury, the employee's breath alcohol level tests equal to or greater than .08g/210L\*.
3. Within eight hours of the injury, the employee's urine alcohol level tests equal to or greater than .11g/100ml\*.
4. Within 32 hours of the injury, the employee tests above both the following levels established for an enzyme multiplied immunoassay technique (EMIT) screening test 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 (GC/MS) test alone as follows, for substances not prescribed by a physician or marihuana (marijuana):
  - A. for amphetamines, 1000 ng/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 (HHS).
6. The employee refuses to submit to a requested chemical tests.

Legal Protections

All testing will be conducted by a qualified, federally certified testing laboratory or a laboratory that meets or exceeds HHS standards for a laboratory certification selected by the Board, and any positive test results will be confirmed by a medical review officer.

Confidentiality

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

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

Revision date: January 2017

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 up-to-date 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 sharing 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) 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 Ohio 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, Ohio 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 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.

[Adoption date: June 24, 2002]

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 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 are 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 or carry out the duties of the office while on duty.

[Adoption date: June 24, 2002]

LEGAL REFS.: Intergovernmental Personnel Act, Section 4728  
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 that 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 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 Media

1. District staff are prohibited from posting data, documents, photographs or inappropriate information on any social media platform that might result in a disruption of classroom activity or that violates State or Federal law relating to staff and student privacy. The Superintendent/designee has full discretion in determining when a disruption of classroom activity has occurred.
2. District staff are prohibited from providing personal social media passwords to students.
3. Fraternalization between District staff and students via the internet, personal email accounts, text messaging, personal social media and other modes of virtual technology is also 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 media created for curricular, cocurricular or extracurricular purposes.

Adoption date: December 10, 2018

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

## STAFF GIFTS AND SOLICITATIONS

### Gifts

The Board authorizes the expenditure of public funds to purchase meals, refreshments and tokens of appreciation 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 District are governed by the following.

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

### Vendor Compensation

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

### Solicitations

The Superintendent annually approves all solicitations that 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 fundraising literature without the expressed approval of the Superintendent.

Staff members are prohibited from soliciting funds in the name of the school or District through the use of online fundraising or a crowdfunding campaign without approval of the Superintendent. All crowdfunding campaigns must comply with District policies and procedures.

Adoption date: December 10, 2018

LEGAL REFS.:      ORC    102.03  
                                      117.01  
                                      2921.43  
                                      3313.81; 3313.811  
                                      3315.15  
                                      3329.10

CROSS REFS.:      GBIA, Online Fundraising Campaigns/Crowdfunding (Also IG DFA)  
                                      IGDG, Student Activities Funds Management  
                                      IICA, Field Trips  
                                      JL, Student Gifts and Solicitations



## **SMOKING ON DISTRICT PROPERTY BY STAFF MEMBERS**

The Board is dedicated to providing a healthy, comfortable and productive environment for its staff, students and citizens. Health professionals have determined that smoking poses health hazards not only for the smoker, but for the nonsmoker as well.

Recognizing these health issues, all buildings, property, grounds and vehicles of the Board will be tobacco free including cigarettes, cigars, pipes, herbal tobacco products, electronic and smokeless cigarettes, vapor devices and chewing tobacco.

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

A notice to this effect is posted at the entrance to all school buildings and in a visible place in all school vehicles.

Adoption date: July 16, 2007  
Re-adoption date: September 8, 2014  
Re-adoption date: September 11, 2017

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; 3794.04; 3794.06  
OAC3301-35-02; 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 Business Manager/Director of Human Resources 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 the personnel records is required to make copies available at a 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 State Law. 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: August 10, 2009

Re-adoption date: January 9, 2017

LEGAL REFS.: Genetic Information Nondiscrimination Act of 2008; 42 USC 2000 ff et seq.  
ORC 9.01; 9.35  
111.41; 111.42; 111.43; 111.46; 111.47; 111.99  
149.011; 149.41; 149.43  
1347.01 et seq.  
3317.061  
3319.311; 3319.314  
4113.23

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

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

## EXTENDED GROUP HEALTH COVERAGE

The Consolidated Omnibus Budget Reconciliation Act of 1986 (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: June 24, 2002]

LEGAL REF.: Consolidated Omnibus Budget Reconciliation Act (COBRA)

## VERIFICATION OF EMPLOYMENT ELIGIBILITY

The Board complies with all aspects of the Immigration Reform and Control Act of 1986. 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: June 24, 2002]

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

CROSS REF.: AC, Nondiscrimination

## VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

### Completion of Form I-9

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

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

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

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

### Acceptable Documents for Verifying Employment Eligibility

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

#### LIST A

##### Documents Which Establish Identity and Employment Eligibility

1. United States passport
2. Certificate of United States Citizenship (INS Form N-560 or N-561)
3. Certificate of Naturalization (INS Form N-550 or N-570)
4. Unexpired foreign passport which:
  - A. contains an unexpired stamp which reads "Processed for I-551. Temporary Evidence of Lawful Admission for permanent residence. Employment authorized" or

- B. has attached thereto Form I-94 bearing the same name as the passport and contains an employment authorization stamp, provided that the period of endorsement has not expired and the proposed employment is not in conflict with any restrictions or limitations identified on Form I-94.
- 5. Alien Registration Receipt Card (INS Form I-151) or Resident Alien Card (INS Form I-551), provided that it contains a photograph of the bearer
- 6. Temporary Resident Card (INS Form I-688A)
- 7. Employment Authorization Card (INS Form I-688A)

## LIST B

### Documents Which Establish Identity

- 1. For individuals 16 years of age or older
  - A. state-issued driver's license or state-issued identification card containing a photograph (If the driver's license or identification card does not contain a photograph, identifying information should be included, such as name, date of birth, sex, height, color of eyes and address.)
  - B. school identification card with a photograph
  - C. voter's registration card
  - D. United States military card or draft record
  - E. identification card issued by federal, state or local government agency
  - F. military dependent's identification card
  - G. Native American tribal documents
  - H. United States Coast Guard Merchant Mariner card
  - I. driver's license issued by a Canadian government authority
- 2. For individuals under age 16 who are unable to produce one of the documents listed above
  - A. school record or report card
  - B. clinic doctor or hospital record
  - C. day-care or nursery school record

## LIST C

### Documents Which Establish Eligibility

1. Social Security number card other than one which has printed on its face “not valid for employment purposes”

Note: This must be a card issued by the Social Security Administration  
(A facsimile (such as a metal or plastic reproduction) is not acceptable.)

2. an original or certified copy of a birth certificate issued by a state, county or municipal authority bearing an official seal
3. unexpired INS employment authorization
4. unexpired re-entry permit (INS Form I-327)
5. unexpired Refugee Travel Document (INS Form I-571)
6. certification of birth issued by the Department of State (Form FS-545)
7. certification of birth abroad issued by the Department of State (Form DS-1350)
8. United States Citizen Identification card (INS Form I-197)
9. Native American tribal document
10. identification card for use of Resident Citizen in the United States (INS Form I-179)

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

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

### Preparation of Documents for Inspection

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

(Approval date: June 24, 2002)

## 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/or Federal law, in the workplace. The Board also prohibits the use and possession of legally acquired medical marijuana 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. When the District has reasonable suspicion an employee is under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance, as defined in State and/or Federal law, the employee may be subject to testing in accordance with prescribed administrative regulations, local, State and Federal law and/or the negotiated agreement and may be considered in violation of this policy. 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: December 10, 2018

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)  
ORC 3796.28  
4123.01 et seq.; 4123.35; 4123.54

CROSS REFS.: EB, Safety Program  
EEACD, Drug Testing for District Personnel Required to Hold a  
Commercial Driver's License  
GBCB, Staff Conduct  
GBE, Staff Health and Safety  
GBQ, Criminal Records Check  
Staff Handbooks

## DRUG FREE WORKPLACE

It is the District's view that employee abuse of alcohol and drugs can adversely affect the work environment, job performance and undermine resident confidence in the District. Furthermore, employees have the right to work in an alcohol and drug free environment. Employees who abuse alcohol or drugs are a danger to themselves, to other employees and to students.

The District recognizes drug and alcohol abuse/addiction as an illness and a major health problem. The District maintains an active Employee Assistance Program to help employees find solutions to personal problems which may affect their health and well-being.

It is the policy of the District that all employees will remain free of illegal drugs, alcohol or substances which might affect performance while employed and working in the District or operating District equipment.

### Prohibitions

District policy prohibits the following:

1. The unlawful manufacture distribution, dispensing, diversion, possession or use of a controlled substance in the workplace or while employees are engaged in District activities off the premises.
2. The use, misuse and abuse of illegal drugs, alcohol and other substances which might affect performance on District premises or District business, in District-owned vehicles or during working hours.
3. Coming to work or District activities on or off District premises while under the influence of illegal drugs, alcohol or other substances which might affect performance.

### Conditions Of Employment

Compliance with the District's substance abuse policy is a condition of employment for all school bus operators requiring a commercial drivers license. These individuals must report any convictions under a criminal drug statute for violations occurring on or off District premises while conducting District business. A report of a conviction must be made within five days after the conviction to the Superintendent.

All applicants who have been offered employment will be required to undergo an evaluation which will include a screening test for drugs.

Where there is reasonable suspicion that an employee's work performance or on-the-job behavior may have been adversely affected in any way by alcohol or drugs or that an employee has otherwise violated this policy, the District will require the employee to submit to an alcohol or drug test. An employee who tests positive for alcohol or illegal drugs as a result of such test shall be in violation of this policy.

Failure or refusal of any employee to fully cooperate, sign any required document, submit to any inspections or test or follow any prescribed course of substance abuse treatment shall be in violation of this policy. Violations of this policy will result in termination.

It is the responsibility of any employee using prescription drugs to so advise their supervisor of the type of drug and frequency of use. The employee may be required to produce appropriate written medical documentation. A determination will be made as to whether the employee should be able to perform his/her job safely and properly.

As with all of its policies, the District reserves its right to modify or supplement this policy from time to time as may be necessary and appropriate either to meet the objectives of achieving a workplace and work force free from drug and alcohol abuse or reflect changes required by law or regulation. Further, nothing in this policy is to be construed as a contract of employment or as a waiver of the District's managerial and administrative rights to discipline or terminate employees at any time.

### Employee Notice

The District drug and alcohol policies draw the line against:

1. Use, possession, manufacture, distribution, dispensation or sale of illegal drugs on District premises. Use, manufacture, distribution, dispensation or possession or any sale of alcohol on District premises or on District business or in District-supplied vehicles or during working hours.
2. Unauthorized use, manufacture, distribution, dispensation or possession or any sale of alcohol on District premises or on District business or in District-supplied vehicles or during working hours.
3. Storing in a locker, desk, automobile or other repository on District premises any illegal drug, any alcohol or any controlled substance whose use is unauthorized.
4. Being under the influence of an unauthorized controlled substance, illegal drug or alcohol on District premises or on District business, in District-supplied vehicles or during working hours. Impairment from alcohol includes any effect on work performance and does not require that a person's blood alcohol limit meet or exceed statutory limits. Impairment from an unauthorized controlled substance or illegal drug is defined as testing positive under the testing procedures adopted by the District.
5. Use of alcohol off District premises that adversely affects the employee's work performance, his/her own or other's safety at work or the District's regard or reputation in the community.
6. Possession, use, manufacture, distribution, dispensation or sale of illegal drugs off District's premises that adversely affects the employee's work performance, his/her own or others' safety at work or the District's regard or reputation in the community.

7. Switching or adulterating any urine sample submitted for testing.
8. Refusing (immediate) consent to testing or refusing to submit a urine or blood sample for testing when requested by management as permitted under US Department of Transportation regulations.
9. Refusing to submit to an inspection when requested by management.
10. Failure to adhere to the requirements of any District-referred alcohol treatment or District-referred counseling program in which the employee is enrolled.
11. Failure to report to the supervisor the use of a prescribed drug which may alter the employee's behavior or physical or mental ability if the drug may have a negative impact on job performance and the individual intends to work during the period the drug is being used.
12. Refusal to complete any documentation used in the collection and testing of urine or blood specimens or the reporting of results.
13. When an employee is identified under "probable cause," said employee will be transported to and from test site by a school official.
14. If an employee tests positive to a random alcohol test, said employee will remain at the test site and will be transported home by a school official.
15. If a school bus is involved in an accident, the driver will follow all requirements as identified by the District supervisor.

Employees who engage in the above behaviors are in violation of District policy. They are subject to discipline up to and including discharge.

The District's sole purpose of the program is to protect our students and workforce and prevent substance abuse from interfering with our health, safety and success.

(Approval date: June 24, 2002)

## 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 background 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 record 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 entitled "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 BCII, a statement that 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 BCII and the individual's right to an additional free criminal records check from BCII upon request within 60 days.

An applicant for employment may provide a certified copy of a BCII criminal background records check to the District in compliance with the State law. The District may accept this criminal records check in place of its own background 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: August 10, 2009

Re-adoption date: July 16, 2012

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

ORC 109.57; 109.572; 109.575; 109.576

2953.32

3301.074

3314.19; 3314.41

3319.099; 3319.089; 3319.22; 3319.222; 3319.29; 3319.291; 3319.303;

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

GCB, Professional Staff Supplemental Contracts

GCD, Professional Staff Hiring

GCPD, Suspension and Termination of Professional Staff Members

GDB, Support Staff Pupil Activity Contracts

GDD, Support Staff Hiring

GDPD, Suspension and Termination of Support Staff Members

IIC, Community Instructional Resources (Also KF)

IIC, 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 and Medical Leave Act of 1993 (FMLA). Eligible employees are entitled to up to 12 work weeks (and in one instance, 26 work weeks) 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 Federal and State law.

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

[Adoption date: August 10, 2009]

LEGAL REFS.: Family and Medical Leave Act of 1993; 29 USC 2601 et seq.;  
29 CFR  
Part 825  
ORC 124.38 (for city school districts only)  
3313.20;  
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

### Eligibility

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

### Leave Entitlement

An eligible employee is allowed to take up to 12 workweeks of leave during a 12-month period. The District has chosen the following method to determine the 12-month period in which the 12 workweeks of leave entitlement occurs:

- The 12-month period measured forward from the date any employee's first FMLA leave begins

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

### Types of Leave

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

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



6. to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the covered service member.

An eligible employee may elect to use any accrued and unused paid vacation, personal or sick leave concurrently with unpaid FMLA leave, subject to the District's policies governing such leave.

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

#### Spouses Employed by the District

If spouses eligible for leave are both 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 spouses 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

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

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

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

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

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

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

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

### Benefits

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

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

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

### Notice

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

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

### Certification

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

Upon the employee's return to work from FMLA leave occasioned by the employee's own serious health condition, 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.

### Reinstatement

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. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

### Instructional Employees

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

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

1. When an instructional employee begins leave more than five weeks before the end of a semester, the 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.

Revision date: July 13, 2015

## 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 individuals' 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 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.

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.

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 of 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.

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

Privacy/Security Officer

The Treasurer shall be the privacy/security officer for the 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 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: July 12, 2004  
Re-adoption date: September 8, 2014

LEGAL REFS.: Health Insurance Portability and Accountability Act; 29 USC 1181 et seq.  
45 C.F.R.  
ORC 9.01; 9.35  
149.41; 149.43  
1347.01 et seq.  
4113.23

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

## PROFESSIONAL STAFF POSITIONS

All professional 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 a job description for the position for the Board's approval.

Although a position may remain temporarily unfilled 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: June 24, 2002]

LEGAL REFS.: ORC 3319.02; 3319.03; 3319.09; 3319.10; 3319.22

4117.01

OAC

3301-35-01; 3301-35-03

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS  
(Teachers)

The Board believes that a fair teacher compensation plan, which includes an adequate base salary, increments and employee benefits, is necessary to attract and retain properly certified or licensed 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 re-employed 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 re-employed, 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 re-employ on or before June 1.

2. Extended Limited Contract

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

3. Continuing Contract

Teachers who have taught 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. Any teacher who was initially issued a teacher's certificate or educator's license prior to January 1, 2011 who meets the following conditions:
  - 1) Holds a professional educator license or a senior professional educator license or lead professional educator license;
  - 2) Has completed the applicable one of the following:
    - a. If the teacher did not hold a master's degree at the time of initially receiving the license, 30 semester hours of course work are required in the area of licensure or in an area related to teaching since the initial issuance of the license.
    - b. If the teacher held a master's degree at the time of initially receiving his/her license, six semester hours of graduate course work are required in the area of licensure or in an area related to teaching since the initial issuance of the license.
- C. Any teacher who never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011 who meets the following conditions:
  - 1) Holds a professional educator license or a senior professional educator license or lead professional educator license;
  - 2) Has held an educator license for at least seven years;
  - 3) Has completed the applicable one of the following:
    - a. If the teacher did not hold a master's degree at the time of initially receiving an educator license, 30 semester hours of course work in the area of licensure or an area related to the teaching field since the issuance of the license.
    - b. If the teacher held a master's degree at the time of initially receiving his/her license, six semester hours of graduate 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 re-employed, 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 re-employment of the teacher, the Superintendent may recommend re-employment of the teacher under an extended limited contract for a term not to exceed two years, if continuing service status has not previously been attained elsewhere. Written notice of the Superintendent's intention to make such a recommendation must be given to the teacher with reasons directed at the professional improvement of the teacher on or before June 1. Upon subsequent re-employment of the teacher, only a continuing contract may be entered into.

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

The Board declares its intention not to re-employ the teacher by giving the teacher written notice on or before June 1. If evaluation procedures have not been completed in compliance with law or if the Board fails to give the teacher written notice of its intent not to re-employ by the aforementioned date, the teacher is re-employed 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: December 10, 2018

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

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

CONTRACT REF.:   Teachers' Negotiated Agreement

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS  
(Teachers)

The Board may offer an employment contract to a qualified individual with a resident educator license, issued by the State Board of Education, (SBOE), in the Teach For America program. Teach For America is a national program that recruits recent college graduates to teach for two years in urban and rural public schools.

Applicants for a resident educator license must satisfy the following qualifications for the duration of the program:

1. hold a bachelor's degree from an accredited institution of higher education;
2. maintain a cumulative undergraduate grade-point average of at least 2.5 out of 4.0, or its equivalent;
3. an examination prescribed by the SBOE in the subject area to be taught;
4. successfully complete the summer training institute operated by Teacher For America and
5. remain an active member of the Teacher For America two-year support program.

Prior to being placed in a classroom, participants in the Teacher For America program must complete a five-week summer training seminar that covers such topics as instructional planning and delivery, classroom management and culture, and learning theory and literacy development.

Participants must also receive ongoing professional development in an accredited four-year institution of higher learning during their two-year teaching commitment.

The SBOE is required by law to issue a resident educator license to an applicant who has completed at least two years of teaching in another state as participant in the Teach For America program and credit him/her with two years of the four-year Ohio Teacher Residency Program.

In addition, the SBOE is required by law to revoke a resident educator license issued to a Teach For America Program participant who is assigned to teach in the state if the participant resigns or is dismissed from the program prior to completion of the two-year Teach For America support program.

Adoption date: July 13, 2015

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS  
(Administrators)

Fair compensation plans are necessary in order to attract and retain properly certified or licensed 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 and a written copy is given to the administrator no later than the end of the administrator's contract year as defined by his/her salary notice.

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

The final evaluation includes the Superintendent's intended recommendation for the employee's contract. A written copy of the final evaluation must be provided to the employee at least five days prior to the 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 June 1, 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 June 1 of the year in which the employment contract 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: December 10, 2018

LEGAL REFS.:     ORC   3319.01; 3319.02; 3319.111; 3319.12; 3319.225; 3319.27  
                          4117.01  
                          OAC   3301-24-11; 3301-24-12

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

## PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS (Administrators)

The administrative compensation year is August 1 through July 31. Administrative salaries will be based upon the product of the teacher's salary at the maximum of the Masters plus 30 semester hours level of the teacher's current and subsequent salary schedules and the following index:

<u>Category</u>	<u>Min Index</u>	<u>Max Index</u>	<u>Days</u>
1. Superintendent	1.70	1.85	260
2. Assistant Superintendent	1.55	1.70	260
3. Cabinet	1.45	1.60	260
Treasurer			
Director of Curriculum and Instruction			
Business Manager/Director of HR			
4. High School Principal	1.40	1.55	260
5. Junior High Principal	1.35	1.50	260
6. Asst./ Assoc. HS Principal	1.25	1.40	260
Pupil Services Director			
Athletic Director			
7. Elementary Principal	1.15	1.35	215
8. Junior High Assistant Principal	.985	1.12	215
9. Elementary Assistant Principal	.955	1.11	215
10. Classified Directors	1.0	1.15	260
11. TOPS Supervisor	.90	1.05	195

Notes:

The EMIS Coordinator, Superintendent's administrative assistant, Assistant to the Treasurer's, and Business Manager's administrative assistant salary and fringe benefits will be paid according to the provisions of the classified contract. The ranges for these positions are as follows

Min Hourly Rate - \$24.63

Max. Hourly Rate - \$28.97

Ranges will increase each year based upon the base increase received by the classified staff.

1. Administrative salary changes become effective on August 1.
2. Administrators shall be granted sick leave to be credited at the rate of 1-1/4 days per month. Administrators, upon approval of the responsible administrative officer of the District, may use sick leave for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the administrator's immediate family. For purposes of the foregoing, immediate family consists of the administrator's spouse, parents, offspring, siblings, or other family members residing in the administrator's household. For purposes of bereavement, the foregoing definition is expanded to include grandparents, grandchildren, and in-laws of the administrator. The amount of sick leave usable for absence due to illness, injury, or death in the administrator's immediate family shall be limited to a reasonable number of days, depending upon the circumstances of the situation.
3. When an administrator with at least five years of service to the district retires, severance pay will be based on administrator's days worked minus both paid vacation and paid holidays. Only 260-day administrators are eligible for holiday pay. The paid holidays include New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas, and New Year's Eve. Administrators will receive 25% of their accumulated sick leave as severance pay, not to exceed a total of 50 days.
4. All administrators are entitled to four (4) personal days per year. Personal leave is to be used for business that cannot be conducted at any other time. Personal days will be granted upon prior approval of the administrator's immediate supervisor. Requests for personal leave shall be submitted to the administrator's supervisor for approval. The Superintendent or designee shall not grant personal leave prior to or following days when school is not in session, except in emergency or unusual situations. The administrator should submit a written request explaining the need for personal leave to the Superintendent/designee in advance.
5. All 260-day administrators will be entitled to 20 days of paid vacation per year. An administrator who has accumulated more than 10 days of vacation as of July 31 may elect to have up to 10 days of vacation reimbursed at his/her daily rate of pay (as defined in #4) per fiscal year, thereby reducing his/her accumulated balance by the same number of days. The administrator must notify the payroll department in writing of his/her desire to be reimbursed. Any earned but unused vacation time shall be paid at the time of separation at the administrator's current daily rate of pay to a maximum of 60 days.
6. The Board shall pay an administrator his/her regular compensation while serving jury duty provided the remuneration received for serving as a juror is signed over to the Board.
7. Administrators may be granted other leaves of absence without pay for the school year or a portion thereof upon written request and recommendation of the Superintendent and approval by the Board. Administrators on leaves of absence shall not earn additional seniority while on said leave and shall not lose seniority while on leave of absence. The Board may not grant such leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent of the professional staff at any one time, nor grant a leave to any administrator more often than once for each five years of service.
8. The Family and Medical Leave Act of 1993 (FMLA) provides up to 12 weeks during the defined year of job-protected, generally unpaid leave to eligible administrators for certain family and medical reasons. Administrators are eligible for leave under FMLA if they have worked for the

district for at least one year and for at least 1,250 hours over the preceding fiscal year, July 1 through June 30. The district will follow the established guidelines for FMLA.

9. Administrators who have been employed by Troy City Schools for at least five years and who elect service retirement under any of the STRS or SERS plans shall receive a retirement incentive of \$10,000. In order to receive this incentive, administrators must notify the Board in writing at least six months in advance of their retirement date.
10. Administrators are eligible to receive reimbursement of up to \$600 per year for any college credits directly related to job performance.
11. Administrators may have up to \$750 professional dues for educational organizations to be paid by the District annually.
12. Administrators will have their State Teacher Retirement System (STRS) or State Employee Retirement System (SERS) contributions paid by the Board as a "fringe benefit" pick up plan. This pick up will be included in compensation for retirement purposes.
13. Administrators will have term life insurance and accidental death and dismemberment provided at two times the administrator's base salary.
14. Administrators will have access to a sick leave bank. At the beginning of each school year, or if the sick leave bank balance falls below one hundred (100) days, administrators may volunteer to donate up to five (5) days of their available sick leave. The donated days will make up the sick leave bank and unused days remaining in the sick leave bank will accumulate from year to year. A review panel made up of the Superintendent or his designee and the Business Manager will administer the sick leave bank. Upon depletion of accumulated sick leave balance and advancement of five (5) sick days per ORC 3319.14.1, an administrator may apply for sick leave days from the sick leave bank if he has a catastrophic illness or injury or if his spouse, child, stepchild or parent has a catastrophic illness or injury. A catastrophic illness or injury is defined as a sudden or unexpected disruption of a standard order of living. The administrator must have a doctor's note when applying for days from the sick leave bank explaining the catastrophic condition and the length of time needed to be off work. He may apply for sick leave days up to twelve (12) calendar weeks at a time. If additional time is needed, the administrator must make another application accompanied by a doctor's note explaining the need. Requests for use of the sick leave bank must be made through Human Resources.
15. Administrators will contribute to and receive their health care plans in accordance with provisions in the negotiated agreement with the Troy City Education Association. Effective July 1, 2008, the Board will make available to all administrators a Health Savings Account. The deposits will be made to each account as follows: 50 % of the funding by July 1 and the remaining 50% by January 1 of each plan year. If the administrator demonstrates a need, he/she may receive the entire funding before January 1. All benefits are outlined in the summary plan description and meet the established IRS rules and regulations. Employees who participate in the HSA may also elect to have additional monies deducted each pay as additional contributions to their HSA account.
16. The Superintendent has the authority to adjust or add categories.

Updated July 2017

PROFESSIONAL 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.

[Adoption date: June 24, 2002]

LEGAL REFS.: ORC 3317.13; 3317.14  
3319.12

CONTRACT REF.: Teachers' Negotiated Agreement



## PROFESSIONAL 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.

Professional staff members who accept supplemental contract positions as athletic trainers must meet additional requirements determined by the State Board of Education.

[Adoption date: August 10, 2009]

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

CROSS REFS.: GBQ, Criminal Records Check  
GCB, Professional Staff Contracts and Compensation Plans  
GCKA, Professional Staff Extra Duty  
GDBB, Support Staff Supplemental Contracts  
IGD, Cocurricular and Extracurricular Activities  
IGDJ, Interscholastic Athletics

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL 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 staff members are designed to promote their present and future economic security.

The Board will offer a Health Savings Account starting July 2015. The Board will fund 50% of the negotiated amount by July 1 and the other 50% by January 1 of each plan year. If the staff member demonstrates a financial need, the Board may fund up to the entire amount before January 1.

Adoption date: July 13, 2015

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 Mangement  
CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL 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 Ohio 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: June 24, 2002]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2611 et seq.

ORC

124.38

3313.20; 3313.211

3319.08; 3319.09; 3319.13; 3319.131; 3319.14; 3319.143

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

All administrators on a 260-day contract, in accordance with O.R.C. Section 3319.084, will be granted four weeks paid vacation after one year of service with the Board.

Accrued vacation leave of a certificated/licensed or noncertificated administrator may be carried over from one contract year to another, for up to three years. The Board of Education may determine at the time of his/her separation from employment with the Board to pay the administrator at his/her then-current rate for all accrued and unused vacation leave days for the previous three years. No administrator shall be paid for accrued unused vacation unless his/her resignation has been accepted by Board action.

Vacation scheduling and any other time off must be approved in advance by the Superintendent or his/her designee.

All 260-day administrators will be paid for the following holidays as part of the total days for which the administrator is contracted:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

[Adoption date: June 24, 2002]

LEGAL REFS.: ORC 3313.20; 3313.63

## PROFESSIONAL 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: June 24, 2002]

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

## PROFESSIONAL STAFF HIRING

The Superintendent determines the District's personnel needs and recommends to the Board suitable 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 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 record 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.

### 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: July 12, 2004]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 at seq.  
Fair Credit Reporting Act; 15 USC 1681 et seq.  
ORC 3313.53  
3319.02; 3319.07; 3319.11; 3319.21; 3319.22-3319.31; 3319.39  
3323.06  
OAC 3301-35-03(A)

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

## PART-TIME AND SUBSTITUTE PROFESSIONAL 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.

The Superintendent/designee develops regulations for substitute teachers to guide them in the performance of their duties. The regulations are approved by the Superintendent.

[Adoption date: June 24, 2002]

LEGAL REFS.: ORC 3317.13  
3319.08; 3319.10; 3319.13



## PART-TIME AND SUBSTITUTE PROFESSIONAL

The following regulations for part-time status are in effect:

1. The administration reserves the right to determine the need for part-time employment.
2. Teachers employed on a part-time basis will move up one step on the salary schedule when the accumulated time they have worked equals one year's service (minimum 120 days).
3. Half-time employment equals 4 hours at the elementary/4 periods at secondary per day for at least 120 days during one school year.
4. Part-time certificated/licensed employees are not eligible to receive or purchase at their own expense, health, dental and/or life insurance. The District will pay its portion of retirement for the employee as required by law.
5. The Board reserves the right to terminate part-time employment when full-time employment in a particular position is needed.
6. Part-time service may satisfy the service requirement for continuing contract eligibility.
7. Part-time certificated/licensed employees will be evaluated annually by their immediate supervisor and/or building principal.
8. Starting salary for part-time certificated/licensed employees will be determined by their regular place on the salary schedule and the actual number of days/periods taught. (Based on an 185-day contract.)

### Substitute Teachers

1. Substitute teachers with at least a bachelor's degree and properly certificated/licensed will be paid at a rate of \$75.00 per day.
2. Continuous service by a substitute teacher beyond 30 days in any one classroom will be paid at the substitute teacher's regular place on the salary scale, based upon training and experience, but not to exceed the fifth step on the salary scale.
3. Substitute teachers will be expected to arrive at the assigned building in accordance with the building principal's instructions to prepare and teach daily assignments, maintain discipline and to carry out all the functions of a regular teacher to the satisfaction of the administration.

4. Teachers employed as substitutes on a casual day-to-day basis are not entitled to sick leave or other fringe benefits granted to regular teachers.
5. The Superintendent reserves the right to make any adjustments or changes in this schedule deemed necessary to carry out the best interests of the students and the school. When the need for a substitute teacher requires one or more of the following:
  - A. special training, experience, and preparation in a specialized field or subject matter area and/or
  - B. excessive time commitment for duties other than those routine expectations of classroom, teaching (i.e. semester exams, parent-teacher conferences, extracurricular activity supervision) and/or
  - C. when substitute has in the past been in the full-time employment of the Board of Education and/or
  - D. has demonstrated successful teaching in like situations and/or
  - E. has not been professionally inactive to the detriment of their teaching knowledge and skill, then the administration may immediately place the substitute teacher at his/her place on the salary schedule, not to exceed the fifth step on the salary scale.

#### Arrangements for Professional Staff Substitutes

By the beginning of each school year, a list of qualified substitute teachers and tutors shall be submitted to the Board for approval at the earliest possible date. Upon receiving approval by the Board for these people designated as substitute teachers and tutors, contracts will be issued to each individual and a list of these available people will be distributed to each building principal for his/her use throughout the year. Additional names will be added as they become available.

(Approval date: August 24, 2010) (kah/per Eric Herman)

## PROFESSIONAL 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.

[Adoption date: June 24, 2002]

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

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL 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 workyear for teachers is established by the Board's adoption of the school calendar.

[Adoption date: June 24, 2002]

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

CROSS REF.: ICA, School Calendar

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

Professional 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: June 24, 2002]

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

CROSS REFS.: GCBC, Professional Staff Fringe Benefits  
GCBD, Professional Staff Leaves and Absences

CONTRACT REF.: Teachers' Negotiated Agreement

## EVALUATION OF PROFESSIONAL STAFF (Ohio Teacher Evaluation System)

A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operation of the District. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education (SBOE).

The Board directs the Superintendent to implement this policy in accordance with State law. The requirements of this policy prevail over any conflicting provisions of collective bargaining agreements entered into on or after September 24, 2012.

Notwithstanding Ohio Revised Code Section (RC) 3319.09, this policy applies to any person employed under a teacher license issued under RC 3319, or under a professional or permanent teacher's certificate issued under former RC 3319.222, and who spends at least 50% of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.

### Credentialed Evaluators

Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of education (ODE). Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment. The Board adopts a list of approved credentialed evaluators chosen from ODE's list.

### Effectiveness Rating

Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. This rating will be determined based on 50% teacher performance and 50% student growth measures. Student growth will be determined through multiple measures.

Annually, the Board submits to the ODE, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

### Teacher Performance Calculation

Teachers are evaluated via two formal observations and periodic classroom walk-throughs. The teacher performance measure is based on the Ohio Standards for the Teaching Profession.

The Superintendent/designee selects/develops evaluation tools to be used to calculate teacher performance. The Board directs the Superintendent/designee to develop procedures for these evaluation tools.

### Student Growth Calculation

For the purpose of this policy, student growth means the change in student achievement for an individual student between two or more points in time. Student growth is evaluated by a combination of: (1) Value-added data or an alternative student academic progress measure if adopted under RC 3302.03(C)(1)(e); (2) ODE-approved assessments and/or (3) Board-determined measures. When available, value-added data or

an alternative student academic progress measure if adopted under RC 3302.03(C)(1)(e) shall be included in the multiple measures used to evaluate student growth in proportion to the part of the teacher's schedule of courses or subjects for which the value-added progress dimension is applicable.

If a teacher's schedule is comprised only of courses or subjects for which value-added data is applicable, the entire student academic growth factor of the evaluation for such teachers shall be based on the value-added progress dimension.

Value-added data based on the results of state assessments administered in the 2014-2015 and 2015-2016 school years, will not be used to assess student academic growth. Such data also will not be used when making dismissal, retention, tenure or compensation decisions. The Board may administer ODE-approved assessments and/or local measures of student growth using state-designed criteria and guidance for teachers of subjects where value-added scores from state assessments are not available. Evaluations for teachers of grade levels and subject areas for which the value-added progress dimension is applicable, and where no other measure is available to determine student academic growth, shall be based solely on teacher performance.

Students with 45 or more excused or unexcused absences during the fall academic year will not be included in the calculation of student academic growth. Data from Board-determined multiple measures will be converted to a score of: (1) Least Effective, (2) Approaching Average, (3) Average, (4) Above Average or (5) Most Effective, student growth levels.

#### Professional Growth and Improvement Plans

Teachers with a final summative rating of Accomplished must develop professional growth plans and choose their credentialed evaluators from the Board-approved evaluator list.

Teachers with a final summative rating of Skilled must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list and will have input on their credentialed evaluator.

Teachers with a final summative rating of Developing must develop professional growth plans with their credentialed evaluators. The Superintendent/designee approves the professional growth plan and assigns the credentialed evaluator.

Teachers with a final summative rating of Ineffective must develop an improvement plan with their credentialed evaluators. The Superintendent/designee approves the improvement plan and assigns the credentialed evaluators.

#### Evaluation Time Line

District administrators evaluate teachers annually. Annual evaluations include two formal observations at least 30 minutes each and periodic classroom walk-throughs. Teachers, who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal, receive at least three formal observations during the evaluation cycle.

All teacher evaluations are completed by May 1. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10.

The Board evaluates teachers receiving effectiveness ratings of Accomplished on those teachers' most recent evaluations carried out under this policy, and whose student growth measures are at least average or higher every three years. Such evaluations are completed by May 1 of the evaluation year. Teachers evaluated on this basis are provided a written copy of their evaluation results by May 10 of the evaluation

year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held.

The Board evaluates teachers receiving effectiveness ratings of Skilled on those teachers' most recent evaluations carried out under this policy, and whose student growth measures are at least average or higher every two years. Biennial evaluations conducted under this policy are completed by May 1 of the evaluation year. Teachers evaluated on a biennial basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held.

#### Testing for Ineffective Teachers in Core Subjects

Beginning with the 2015-16 school year, teachers of core subject areas, as defined by State law, who have received a rating of Ineffective for two of the three most recent school years must register for and take all written examinations of content knowledge selected by ODE.

#### Retention and Promotion

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

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

#### Poorly Performing Teachers

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

#### Professional Development

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

Adoption date: June 10, 2013  
Re-adoption date: July 13, 2015  
Re-adoption date: August 8, 2016

LEGAL REFS.: ORC 3319.11; 3319.111; 3319.112; 3319.114; 3319.16; 3319.58  
Chapter 4117  
OAC 3301-35-05

CROSS REF.: AF, Commitment to Accomplishment  
GBL, Personnel Records  
GCB, Professional Staff Contracts and Compensation Plans

CONTRACT REF.: Teachers' Negotiated Agreement



## EVALUATION OF PROFESSIONAL STAFF (Administrators Both Professional 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. Evaluations should assist administrators in developing their professional 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 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 contract year, and a copy is given to the administrator.

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

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.

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

### Ohio Principal Evaluation System (OPES)

Procedures for evaluating principals and assistant principals are based on principles comparable to the Ohio Teacher Evaluation System, but are tailored to the duties and responsibilities of principals and assistant principals and the environment in which they work. Principals and assistant principals are evaluated under the above system, with the inclusion of the following components.

Principals and assistant principals are assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. This rating will be determined based on 50% measures of principal or assistant principal performance and 50% student growth measures. Student academic growth is determined through multiple measures.

Principals and assistant principals are evaluated via two formal observations and periodic building walk-throughs. The 50% principal and assistant principal performance measure is based on the Ohio standards for Principals. Proficiency on the standards includes consideration of professional goal setting, communication and professionalism, and skills and knowledge.

Student academic growth is evaluated by a combination of: (1) Value-added data; (2) Ohio Department of Education (ODE) – approved assessments and/or (3) Board-determined measures. When available, value-added data shall be included in the multiple measures used to evaluate student growth.

Value-added based on the results of state assessments administered in the 2014-2015 and 2015-2016 school years will not be used to assess student academic growth. Such data also will not be used when making dismissal, retention, tenure or compensation decisions.

The principal's performance rating is combined with the results of student growth measures to produce a summative evaluation rating according to ODE requirements.

The Superintendent/designee evaluates all principals and assistant principals annually. Annual evaluations include two formal observations at least 30 minutes each and periodic building walk-throughs.

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

Adoption date: June 24, 2002  
Re-adoption date: August 8, 2016

LEGAL REFS.: ORC 3319.01; 3319.03; 3319.04; 3319.111; 3319.16; 3319.17; 3319.171; 3319.22  
OAC 3301-35-05

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

EVALUATION OF PROFESSIONAL STAFF  
(Administrators Both Professional 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 administrators to discuss specific 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.
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 July. 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 the evaluation 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: June 24, 2002)

Troy City School District, Troy, Ohio

## EVALUATION OF SCHOOL COUNSELORS

Professional school counselors offer students access to high-quality services that support students' academic, career and social/emotional development. The Board evaluates school counselors in accordance with State law and the standards-based statewide counselor evaluation framework adopted by the State Board of Education (SBOE). The framework is aligned with the Ohio Standards for School Counselors.

The Board directs the Superintendent/designee to implement this policy in accordance with State law. The policy becomes operative at the expiration of any collective bargaining agreement covering school counselors that is in effect on September 29, 2015. The requirements of this policy prevail over any conflicting provisions of collective bargaining agreements entered into on or after September 29, 2015.

Annually, the Board submits to the Ohio department of Education (ODE) a report regarding implementation of this policy. The name of, or any personally identifiable information about, any counselor reported in compliance with this provision cannot be required.

### Effectiveness Rating

School counselors are assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. Each school counselor is evaluated based on multiple factors including performance on all areas identified by the standards for school counselors and the ability to produce positive student outcomes using metrics in order to determine the holistic final summative rating of effectiveness according to ODE requirements. The choice of metrics for student outcomes will be determined locally and will include information from the school or school district's report card when appropriate.

### Evaluation Time Line

District administrators evaluate school counselors annually except as otherwise appropriate for high performing school counselors. Annual evaluations include two formal observations of at least 30 minutes each and informal observations. Counselors will be provided with a written report of the evaluation.

The Board evaluates school counselors receiving effectiveness ratings of Accomplished on the counselors' most recent evaluations carried out under this policy, and whose metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric every three years. In years when an evaluation will not take place, one observation is carried out and at least one conference with the counselor is held.

The Board evaluates school counselors receiving effectiveness ratings of Skilled on the counselors' most recent evaluations carried out under this policy, and whose metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric every three years. In years when an evaluation will not take place, one observation is carried out and at least one conference with the counselor is held.

Professional Growth and Improvement Plans

School counselors with a final summative rating of Accomplished must develop a professional growth plan.

School counselors with a final summative rating of Skilled must develop a professional growth plan collaboratively with their evaluator.

School counselors with a final summative rating of Developing must develop a professional growth plan with their evaluator. The Superintendent/designee approves the professional growth plan.

School counselors with a final summative rating of Ineffective must develop an improvement plan with their evaluator. The Superintendent/designee approves the improvement plan.

The District has discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

Retention and Promotion

The Board uses evaluation results for retention and promotion decisions for school counselors beginning with the 2017-2018 school year. The Board adopts procedures for use by District administrators in making retention and promotion decisions based on evaluation results.

Poorly Performing Counselors

The Board uses evaluation results for removing poorly performing counselors beginning with the 2017-2018 school year. The board adopts procedures for removing poorly performing school counselors based on evaluation results.

Professional Development

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

Adoption date: August 8, 2016

LEGAL REFS.: ORC 3319.113; 3319.61  
3302.03  
Chapter 4117  
OAC 3301-35-05

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

CONTRACT REF.: Teachers' Negotiated Agreement

REDUCTION IN PROFESSIONAL STAFF WORKFORCE  
(Administrators)

The Board may reduce the number of teachers for any reason.

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: August 10, 2009]

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

CONTRACT REF.: Teacher's Negotiated Agreement

NOTE: Although the RIF procedures for teachers are typically stated in negotiated agreements, State law gives boards of education the authority to RIF teachers for financial reasons, unless specifically prohibited by negotiated agreements ratified prior to September 29, 2005. After this date, State law supercedes the RIF provisions in the negotiated agreements.

REDUCTION IN PROFESSIONAL STAFF WORKPLACE  
(Administrators)

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

(Adoption date: June 24, 2002)

LEGAL REFS: ORC 3319.02; 3319.17; 3319.171

REDUCTION IN PROFESSIONAL STAFF WORKFORCE  
(Administrators)

When the Board determines that it is necessary to reduce the number of administrative 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 for employees who retire, resign or whose limited 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 seniority lists. 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 continuous 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 limited 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 teaching contract with the Board, if the date is known.

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 administrators 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 are 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 in active employment, provided that the teacher or administrator pays 102% for such benefits.

(Approval date: June 24, 2002)

## RESIGNATION OF PROFESSIONAL STAFF MEMBERS

Any professional 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 or administrator 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: June 24, 2002]

LEGAL REFS.: ORC 3319.02; 3319.15

SEVERANCE PAY  
(Teachers and Administrators)

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 professional staff employees in compliance with State law. Upon payment of severance pay, the retiring employee's sick leave accumulation is reduced to zero.

[Adoption date: June 24, 2002]

LEGAL REFS.: ORC 9.90  
124.39

CONTRACT REF.: Teachers' Negotiated Agreement

## SUSPENSION AND TERMINATION OF PROFESSIONAL STAFF MEMBERS

### Suspension

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

### Termination

The contract of a teacher or administrator 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 teacher or administrator with 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 teacher 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 teacher or administrator with pre-adverse action and adverse action notices required by the Fair Credit Reporting Act.

[Adoption date: June 24, 2002]

LEGAL REFS.: Fair Credit Reporting Act, 15 U.S.C. Sections 1681 et seq.  
ORC 124.36  
3319.02; 3319.11; 3319.16; 3319.161; 3319.17

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Teachers' Negotiated Agreement

SUSPENSION AND TERMINATION OF PROFESSIONAL STAFF MEMBERS  
(Administrators)

Before an employee can be suspended from work:

1. The Superintendent must give the employee a written notice of the intention to suspend.
2. The employee must have the opportunity to appear at an informal hearing before the Superintendent to challenge the reasons for the intended suspension.
3. If the employee chooses to appeal the Superintendent's decision, then the appeal must be requested within 72 hours following receipt of the Superintendent's decision.
4. After reviewing the reason(s) for the intended suspension, the Board by a majority vote may suspend an employee pursuant to Ohio Revised Code 3319.16.

(Approval date: June 24, 2002)

PROFESSIONAL STAFF CONSULTING ACTIVITIES

Certificated/licensed personnel in the Troy City School District who agree to serve as supervisors of teacher education students may accept an honorarium or stipend directly from the college/university for services rendered outside the regular school day and above the duties and responsibilities specified in the teaching contract.

[Adoption date: June 24, 2002]

## 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: June 24, 2002]

## SUPPORT STAFF

The term "support staff" shall include all employees of the Troy Board of Education for whose position a teaching or administrative certificate is not required. The Troy City Schools Board of Education recognizes each support staff employee as being an integral part of the school operation. Basic to successful operation is the performance of duties and fulfillment of responsibilities assigned to all employees.

[Adoption date: June 24, 2002]



## SUPPORT STAFF POSITIONS

The Board as employer may grant the Superintendent or other official authority to develop support staff positions for employees who are neither teachers nor administrators on an as-needed basis. The positions may be developed by Board resolution or upon recommendation of the Superintendent and approval by the Board.

Similarly, the Superintendent develops a job description for each position subject to Board approval.

Although positions may remain temporarily unfilled, or the number of persons holding the same type of position may be reduced in event of required staff reduction, only the 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: June 24, 2002]

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

## SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

### Contracts

All newly hired, regular support staff employees, including regular hourly rate and per diem employees, serve a probationary period of not less than 60 days nor more than one year. This period is set by the local municipal civil service commission. If such employees successfully complete this probationary period, they are considered as permanent employees.

### Compensation Plans

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

Salaries for support staff are reviewed and established annually by the Board upon the recommendation of the Superintendent.

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

Adoption date: December 10, 2018

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

CROSS REFS.:        GDBA, Support Staff Salary Schedules  
                              GDBC, Support Staff Fringe Benefits  
                              GDBD, Support Staff Leaves and Absences  
                              GD BE, Support Staff Vacations and Holidays

## 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 120 days of his/her particular work year in order to qualify for the yearly increment on a salary schedule.

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

[Adoption date: June 24, 2002]

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: August 10, 2009]

LEGAL REFS.:       ORC   3313.18; 3313.53  
  3319.081; 3319.083; 3319.303, 3314.39  
OAC                               3301-27-01; 3301-27-02  
  3301-20-01

CROSS REFS.:       GBQ Criminal Records Check  
  GCBB Professional 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.

The Board will offer a Health Savings Account starting July 2015. The Board will fund 50% of the negotiated amount by July 1 and the other 50% by January 1 of each plan year. If the staff member demonstrates a financial need, the Board may fund up to the entire amount before January 1.

Adoption date: July 13, 2015

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

CONTRACFT 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.

[Adoption date: June 24, 2002]

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 LEAVES AND ABSENCES

Any support staff employee who has been absent shall personally inform his/her principal or immediate supervisor if he/she intends to return to duty the following day. Reporting shall be done on a daily basis unless the employee has indicated that he/she expects to be absent for a stated period of time longer than one day.

Any employee reporting absence for a specific number of days cannot return to work sooner than the specified time without the consent of his/her immediate supervisor.

An initial failure to report will be excused only if the employee is hospitalized or physically incapable of reporting.

(Approval date: June 24, 2002)

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 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.

[Adoption date: September 12, 2005]

LEGAL REFS.: Fair Credit Reporting Act, 15 U.S.C. Sections 1681 et seq.

ORC	Chapter 124
	3319.04; 3319.081 et seq.
	3327.10
	4141.29
OAC	3301-35-03(A)

CROSS REFS.: AC, Nondiscrimination  
GBA, Equal Opportunity Employment  
GBQ, Criminal Record Check  
GCC, Professional Staff Recruiting

CONTRACT REF.: Support Staff Negotiated Agreement



## 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. Substitute and temporary employees are entitled to sick leave at the rate established by law. The Business manager is authorized to pay substitute employees at Step 1 of the salary schedule if the situation warrants it. 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: July 12, 2004]

LEGAL REFS.:           The Elementary and Secondary Education Act; 20 USC 1221 et seq.  
                          Fair Credit Reporting Act; 15 USC 16891 et seq.  
                          ORC     124.27  
  3319.081; 3319.141; 3319.39  
                          OAC     3301-35-05; 3301-35-06

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

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: June 24, 2002]

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: June 24, 2002]

LEGAL REFS.: Fair Credit Reporting Act, 15 U.S.C. Sections 1681 et seq.

ORC	124.32
	3319.01
OAC	3301-35-03(A)

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Support Staff Negotiated Agreement

## SUPPORT STAFF WORK LOAD

Hours worked means all hours during which the individual is required to be on duty. This is generally from the required starting time to normal quitting time.

1. Meal periods do not count as hours worked unless the individual is required to perform work duties during the meal period.
2. Break periods of 20 minutes or less count as work time.
3. Hours for which an employee is compensated for sick leave, but during which he/she does not actually work, are computed as "hours worked" for the purposes of determining overtime eligibility.

Individuals who begin work earlier or work later than their assigned hours must receive prior authorization from their immediate supervisor.

Employees covered by this policy are required to complete a daily time record showing actual hours worked. Failure to maintain or falsification of such records may be grounds for disciplinary action.

(Adoption date: June 24, 2002)

## SUPPORT STAFF DEVELOPMENT OPPORTUNITIES

Support staff training and development are 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: June 24, 2002]

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.

[Adoption date: June 24, 2002]

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

CONTRACT REF.: Support Staff Negotiated Agreement

## REDUCTION IN SUPPORT STAFF WORKFORCE

Whenever it becomes necessary to reduce the support staff, the procedures set forth in State law and in the negotiated agreement govern the rights of employees affected by the reduction.

[Adoption date: June 9, 2008]

LEGAL REFS.: ORC 124.32; 124.321  
3319.172  
4141.29

CONTRACT REF.: Support Staff Negotiated Agreement

RESIGNATION OF SUPPORT STAFF MEMBERS

Any support staff member may terminate his/her contract of employment with the District by filing a written notice with the Treasurer two weeks prior to the effective date of termination.

[Adoption date: June 24, 2002]

LEGAL REF.: ORC 3319.081



## 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: June 24, 2002]

LEGAL REFS.: Fair Credit Reporting Act, 15 U.S.C. Sections 1681 et seq.  
ORC 124.32; 124.33; 124.34; 124.36  
3319.04; 3319.081; 3319.083

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Support Staff Negotiated Agreement