

SECTION G: Personnel Policies

Section G	Policy Title	Adopted / Revised Date
GA	Personnel Policies Goals	January 10, 2000
GBA	Equal Opportunity Employment	October 9, 2000
GBB	Staff Involvement in Decision Making	January 10, 2000
GBCA	Staff Conflict of Interest	January 10, 2000
GBCB	Staff Conduct	January 10, 2000
GBD	Board-Staff Communications	October 9, 2000
GBE	Staff Health and Safety	September 10, 2001
GBE-R	Staff Health and Safety	September 10, 2001
GBEA	HIV/AIDS	January 10, 2000
GBEA-R	HIV/AIDS	January 10, 2000
GBG	Staff Participation in Political Activities	January 10, 2000
GBI	Staff Gifts and Solicitations	October 9, 2000
GBK	Smoking on District Property by Staff Members	March 12, 2007
GBL	Personnel Records	April 9, 2007
GBM	Staff Complaints and Grievances	January 10, 2000
GBN	Extended Group Health Coverage	January 10, 2000
GBO	Verification of Employment Eligibility	January 10, 2000
GBO-R	Verification of Employment Eligibility	January 10, 2000
GBP	Drug-Free Workplace	February 9, 2004
GBP-R	Drug-Free Workplace	February 9, 2004
GBQ	Criminal Record Check	October 13, 2008
GBR	Family and Medical Leave	January 10, 2000
GBR-R	Family and Medical Leave	January 10, 2000
GBS	HIPAA Privacy	August 11, 2003
GBS-E	Notice of Privacy Practices	August 11, 2003
GCA	Certificated Staff Positions	January 10, 2000
GCB-1	Certificated Staff Contracts and Compensation Plans (Teachers)	January 10, 2000
GCB-2	Certificated Staff Contracts and Compensation Plans (Administrators)	September 10, 2001
GCB-2-R	Certificated Staff Contracts and Compensation Plans (Administrators)	January 10, 2000
GCBA	Certificated Staff Salary Schedules	September 10, 2001
GCBB	Certificated Staff Supplemental Contracts	January 10, 2000
GCBC	Certificated Staff Fringe Benefits	January 10, 2000
GCBD	Certificated Staff Leaves and Absences	September 10, 2001
GCBE	Certificated Staff Vacations and Holidays	January 10, 2000
GCC	Certificated Staff Recruiting	January 10, 2000
GCC-R	Certificated Staff Recruiting	January 10, 2000
GCD	Certificated Staff Hiring	February 9, 2004
GCE	Part-Time and Substitute Certificated Staff Employment	October 9, 2000

GCE-R	Part-Time and Substitute Certificated Staff Employment	October 9, 2000
GCF	Certificated Staff Orientation	October 9, 2000
GCI	Certificated Staff Assignments and Transfers	January 10, 2000
G CJ	Certificated Staff Time Schedules	January 10, 2000
GCKB	Certificated Staff Meetings	January 10, 2000
GCL	Certificated Staff Development Opportunities	January 10, 2000
GCN-1	Evaluation of Certificated Staff (Teachers)	January 10, 2000
GCN-2	Evaluation of Professional Staff	October 9, 2000
GCN-2-R	Evaluation of Professional Staff (Administrators Both Professional and Support)	October 9, 2000
GCPA	Reduction in Certificated Staff Work Force	October 9, 2000
GCPA-R	Reduction in Certificated Staff Work Force	January 10, 2000
GCPA-2	Reduction in Professional Staff Work Force (Administrators)	July 10, 2006
GCPA-2-R	Reduction in Professional Staff Work Force	October 9, 2000
GCPB	Resignation of Certificated Staff Members	January 10, 2000
GCPCA	Severance Pay	September 10, 2001
GCPCA-R	Severance Pay	January 10, 2000
GCPD	Suspension and Termination of Certificated Staff Members	January 10, 2000
GCQAB	Tutoring for Pay	January 10, 2000
GDA	Classified Staff Positions	January 10, 2000
GDB	Classified Staff Contracts and Compensation Plans	January 10, 2000
GDBA	Classified Staff Salary Schedules	January 10, 2000
GDBC	Classified Staff Fringe Benefits	January 10, 2000
GDBD	Classified Staff Leaves and Absences	January 10, 2000
GDBE	Classified Staff Vacations and Holidays	January 10, 2000
GDC/GDCA/GDD	Classified Staff Recruiting/Posting of Vacancies/Hiring	February 9, 2004
GDE	Part-Time, Temporary and Substitute Classified Staff Employment	January 10, 2000
GDF	Classified Staff Orientation	January 10, 2000
GDI	Classified Staff Assignments and Transfers	January 10, 2000
GDKA	Classified Staff Extra Duty	January 10, 2000
GDL	Classified Staff Development Opportunities	January 10, 2000
GDN	Evaluation of Classified Staff	January 10, 2000
GDPA	Reduction in Classified Staff Work Force	January 10, 2000
GDPB	Resignation of Classified Staff Members	January 10, 2000
GDPD	Suspension, Demotion and Termination of Classified Staff Members	January 10, 2000

SECTION G: Personnel Policies

<u>Policy Code</u>	<u>Policy Name</u>	<u>Policy Regulation</u>	<u>Policy Exhibit</u>
GCA	Certificated Staff Positions		
GCB-1	Certificated Staff Contracts and Compensation Plans (Teachers)		
GCB-2	Certificated Staff Contracts and Compensation Plans (Administrators)		
GCB-2-R		Certificated Staff Contracts and Compensation Plans (Administrators)	
GCBA	Certificated Staff Salary Schedules		
GCBB	Certificated Staff Supplemental Contracts		
GCBC	Certificated Staff Fringe Benefits		
GCBD	Certificated Staff Leaves and Absences		
GCBE	Certificated Staff Vacations and Holidays		
GCC	Certificated Staff Recruiting		
GCC-R		Certificated Staff Recruiting	
GCD	Certificated Staff Hiring		
GCE	Part-Time and Substitute Certificated Staff Employment		
GCE-R		Part-Time and Substitute Certificated Staff Employment	
GCF	Certificated Staff Orientation		
GCI	Certificated Staff Assignments and Transfers		
G CJ	Certificated Staff Time Schedules		
GCKB	Certificated Staff Meetings		
GCL	Certificated Staff Development Opportunities		

GCN-1	Evaluation of Certificated Staff (Teachers)		
GCN-2	Evaluation of Professional Staff		
GCN-2-R		Evaluation of Professional Staff (Administrators: Both Professional and Support)	
GCPA	Reduction in Certificated Staff Work Force		
GCPA-R		Reduction in Certificated Staff Work Force	
GCPA-2	Reduction in Professional Staff Work Force (Administrators)		
GCPA-2-R	Reduction in Professional Staff Work Force		
GCPB	Resignation of Certificated Staff Members		
GCPCA	Severance Pay		
GCPCA-R		Severance Pay	
GCPD	Suspension and Termination of Certificated Staff Members		
GCQAB	Tutoring for Pay		

PERSONNEL POLICIES

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

The goals of the personnel program include:

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

[Adoption date: January 10, 2000]

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

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

EQUAL OPPORTUNITY EMPLOYMENT

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

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

[Adoption date: January 10, 2000]

[Revised: October 9, 2000]

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 2000em
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 1342a et seq.
Americans With Disabilities Act; 42 USC 12101 et seq.
ORC 4112.02

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

STAFF INVOLVEMENT IN DECISION MAKING

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

There should be an exchange of ideas and pertinent information among all elements of a school district. A pattern of decision making and problem solving, including those most closely involved, also contributes to efficiency and high morale.

While all employees have the opportunity to bring their ideas or grievances to the Board, it is expected that they proceed through the recognized administrative channels.

[Adoption date: January 10, 2000]

LEGAL REF.: OAC 3301-35-03

CROSS REFS.: BF, Board Policy Development and Adoption
CCB, Staff Relations and Lines of Authority
CD, Management Team
CE, Administrative Councils and Committees
DBD, Budget Planning
IF, Curriculum Development

CONTRACT REF.: Certificated Staff Negotiated Agreement
Classified Negotiation Agreement

STAFF CONFLICT OF INTEREST

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

Employees shall not engage in work of any type in which information concerning 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.

[Adoption date: January 10, 2000]

LEGAL REFS.: ORC 2921.42
3313.811
3319.21
3329.10
4117.20

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

STAFF CONDUCT

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

The Board expects staff members to conduct themselves in a manner, which not only reflects credit to the District, but also presents a model worthy of emulation by students.

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
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: January 10, 2000]

LEGAL REFS.: ORC 124.34
3319.081; 3319.16; 3319.31; 3319.36

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 visitations through the principals of the various schools. 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: January 10, 2000]
[Revised: October 9, 2000]

LEGAL REFS.: ORC 3313.20

CROSS REF.: GBM, Staff Complaints and Grievances

STAFF HEALTH AND SAFETY

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

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

Bus drivers will have an annual physical examination in compliance with State law. The results of all physical 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 judgement, 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 if it is ongoing exposure.

Workers' Compensation

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

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

The injured employee may be requested to undergo chemical testing, as established by law and administrative regulation, in order to prove that the injury was not proximately caused by the employee being intoxicated or under the influence of a controlled substance not prescribed by a physician. 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: January 10, 2000]
[Revised: October 9, 2000]
[Revised: September 10, 2001]

STAFF HEALTH AND SAFETY

Workers' Compensation Benefits Eligibility - Chemical Testing

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

Testing Procedures

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

1. Within eight hours of the injury, the employee's blood alcohol level tests equal to or greater than .10%*.
2. Within eight hours of the injury, the employee's breath alcohol level tests equal to or greater than .10g/210L*.
3. Within eight hours of the injury, the employee's urine alcohol level tests equal to or greater than .14g/100ml*.
4. Within 32 hours of the injury, the employee tests above both the following levels established for an enzyme multiplied immunoassay technique screening test (EMIT) and above the following levels established for a gas chromatography mass spectrometry test, or in the alternative, above the levels established for a gas chromatography mass spectrometry test (GC/MS) alone as follows, for substances not prescribed by a physician:
 - A. for amphetamines, 1000ng/ml of urine for the EMIT test and 500 ng/ml of urine for the GC/MS test;
 - B. for cannabinoids, 50 ng/ml of urine for the EMIT test and 15 ng/ml of urine for the GC/MS test;
 - C. for cocaine, including crack cocaine, 300 ng/ml of urine for the EMIT test and 150 ng/ml of urine for the GC/MS test;
 - D. for opiates, 2000 ng/ml of urine for the EMIT test and 2000 ng/ml of urine for the GC/MS test and
 - E. for phencyclidine, 25 ng/ml of urine for the EMIT test and 25 ng/ml of urine for the GC/MS test.
5. The employee, through a chemical test administered within 32 hours of the injury, is determined to have barbiturates, benzodiazepines, methadone or propoxyphene in the employee's system that tests above levels established by laboratories certified by the U.S. Department of Health and Human Services.
6. The employee refuses to submit to a requested chemical test.

Legal Protections

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

Confidentiality

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

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

[Adoption date: September 10, 2001]

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

General Principles

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

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

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

Evaluating Students and Staff Who Are Infected with HIV

The Superintendent is the designee regarding all HIV incidences. When an individual is found to be infected with HIV, the Superintendent shall determine whether the person has a secondary infection, such as tuberculosis, that constitutes a recognized risk of transmission in the school setting. This is a medical question and the Superintendent shall answer it by consulting with the infected person's physician, a qualified public health official who is responsible for such determination, the infected person, and/or the parent(s) of the student. This group shall also discuss 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/or the parent(s) of the student and with the medical advisors described above.

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

If an individually tailored plan is necessary, it shall have a minimal impact on 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 Advisory Committee

The District has an HIV Advisory Committee that meets upon need. The Committee consists of the school nurse, building principal, a teacher, and a doctor who specializes in communicable diseases. Other persons who may be considered as members include a guidance counselor and an official of the County Department of Health. The function of the HIV Advisory committee is:

1. to keep informed regarding the latest medical developments and information regarding HIV;
2. to advise the Board regarding policies and regulations and any changes which the committee recommends in such policies to the Board;
3. to advise the Board regarding the HIV education program;
4. to develop guidelines for Board consideration on hygienic practices in schools and
5. to assist any student, parent or employee who is seeking information about HIV.

HIV Education Program

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

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

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

1. the nature of HIV infection, including how it is and is not transmitted according to current scientific evidence;
2. District guidelines related to students and employees with diseases such as HIV infection;
3. resources within the District and the surrounding community for obtaining additional information or assistance and
4. procedures to prevent the spread of all communicable diseases at school.

[Adoption date: January 10, 2000]

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/Harassment
 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

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

Review Team Procedure

1. Membership

If the Superintendent determines that a decision should be made regarding the advisability of a particular student or staff member continuing in the school setting, a Review Team may be assembled at the time the student or staff member is determined to be infected with a communicable disease. This team will consist of:

- A. the Superintendent or an administrator designated by the Superintendent;
- B. a school nurse;
- C. the individual's primary care physician (if the student's parent(s)/guardian consents and
- D. a physician specializing in communicable and infectious diseases.

2. Review Team Activities

- A. The evaluation process will be initiated by the Superintendent.
- B. The Superintendent will set a meeting date in a timely fashion for the Review Team and notify in writing the affected student and parent(s)/guardian or affected staff member of that date.
- C. Applying current medical information and the guidelines developed by the Ohio Department of Health and the Centers for Disease Control as well as the principles of the policy Statement on Aids of the Ohio Civil Rights Commission, the Review Team shall recommend to the Superintendent whether the student or staff member shall be:
 - 1) admitted to the school setting or
 - 2) not admitted to the school setting.
- D. All cases brought to the Review Team must be handled on an individual case basis.
- E. Before a student or staff member is excluded from the school setting, the following steps shall be taken:
 - 1) the student's parent(s)/guardian or staff member shall be notified of the reason(s) why he/she might be excluded from the school setting and
 - 2) the student's parent(s)/guardian or staff member shall be provided an opportunity for a hearing, with a representative of his/her choosing, before the Review Team in order to submit information tending to show why he/she should not be excluded as proposed.

[Adoption date: January 10, 2000]

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

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

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

[Adoption date: January 10, 2000]

LEGAL REFS.: Intergovernmental Personnel Act, ° 4728
ORC 124.57
3315.07

STAFF GIFTS AND SOLICITATIONS

Gifts

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

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

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

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

Travel Vendor Compensation

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

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

Solicitations

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

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

[Adoption date: January 10, 2000]

[Revised: October 9, 2000]

LEGAL REFS.: ORC 117.10
3313,81; 3313.811
3315.15
3329.10

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

TOBACCO USE ON DISTRICT PROPERTY BY STAFF MEMBERS

Health professionals have determined that tobacco use can be detrimental to one's health. Recognizing these health issues, the Board prohibits tobacco use at all times in district buildings and vehicles. Tobacco use is also prohibited on district owned property during student activities, such as the stadium or athletic fields during athletic practices and contests.

An outdoor smoking area away from student activities may be designated by supervisory personnel.

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

A notice is posted in all District-owned, leased or contracted buildings.

[Adoption date: January 10, 2000]

[Revised: March 12, 2007]

LEGAL REFS.: ORC 3313.20; 3313.47
3791.031
Goals 2000: Educate America Act; 20 USC §6081-6084

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

PERSONNEL RECORDS

The Superintendent develops and implements a comprehensive and efficient system of personnel records. The Superintendent 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 the state or federal government or considered pertinent by the Superintendent. Anonymous material or material from an unidentified source is 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. Ohio 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 Superintendent is required to make copies available at cost, within a reasonable period of time.
4. The public has access to all records in the personnel file with the following exceptions:
 - A. Medical records
 - B. Records pertaining to adoption, probation or parole proceedings
 - C. Trial preparation records
 - D. Confidential law enforcement investigatory records
 - E. Social security number
 - F. Records of which the release is prohibited by Ohio or Federal law
5. The District is required to keep reports of investigations of teacher misconduct in the employee's personnel file, unless ODE determines that the report does not warrant taking action against the teacher.

If ODE determines no action is warranted, the investigation report must be moved from the employee's personnel file to a separate public file.
6. Each employee has the right, upon written request, to review the contents of his/her own personnel file. If a document is not disclosed to the employee because it is determined by a physician, psychiatrist or psychologist to be likely to have an adverse effect upon the employee, the document will be released to the designated medical authority. Requests are made to the Superintendent and scheduled for a time convenient for the parties involved.
7. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and becomes part of the employee's personnel file after the appeal procedure outlined in the Ohio Revised Code. The appeal procedure permits any employee who disputes the accuracy, relevance, timeliness or completeness of information maintained in his/her file to compel the District to investigate the current status of the information.
8. Personnel records should be reviewed only within the confines of the Superintendent's office or the Board's office.

[Adoption date: January 10, 2000]
[Revised: April 9, 2007]

LEGAL REFS.: ORC 9.01; 9.35
 149.41; 149.43
 1347.01 et seq.
 3317.061
 3319.311; 3319.314
 4113.23
 OAC 3301-35-03(A)(10)

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

CONTRACT REFS.: Certificated Staff Negotiated Agreement
 Classified Staff Negotiated Agreement

STAFF COMPLAINTS AND GRIEVANCES

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

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

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

[Adoption date: January 10, 2000]

LEGAL REFS.: ORC 4117.09; 4117.10

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

CONTRACT REFS.: Certificated Staff Negotiated Agreement
Classified 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 employees 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., non-extended) coverage.
 - B. If an employee incurs a termination of employment, whether voluntary or involuntary (other than for gross misconduct), or a reduction of hours which results in loss of coverage, he/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 child(ren) 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 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: January 10, 2000]

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: January 10, 2000]

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

CROSS REF.: AC, Nondiscrimination/Harassment

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. The form must be completed before the end of the employee's first working day.

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

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

The Superintendent/designee is also responsible for re-verifying 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) and;
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 registration card;
 - D. United States military card or draft record;
 - E. identification card issued by federal, state or local government agencies;
 - F. military dependent's identification card;
 - G. native American tribal documents;
 - H. United States Coast Guard Merchant Marine card and;
 - I. driver's license issued by a Canadian government authority.
2. If individuals under age 16 are unable to produce one of the documents listed above, the following options may be used:
- A. school record or report card;
 - B. clinic doctor or hospital record and;
 - 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 and;
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: January 10, 2000)

DRUG-FREE 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 federal and Ohio law, in the workplace.

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

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

Employees are given a copy of the standards of conduct and the statement of disciplinary sanctions and are notified that compliance with the standards of conduct is mandatory. Employees who violate the policy shall be subject to disciplinary proceedings in accordance with prescribed administrative regulations, local, Ohio and federal laws 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.

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

Annually, employees receive a list of local drug and alcohol counseling, rehabilitation and reentry programs and services which are available in the community. Lists are also available in the central office.

[Adoption date: January 10, 2000]
[Revised: October 9, 2000]
[Revised: February 9, 2004]

LEGAL REFS.: Drug-Free Workplace Act of 1988; 41 USC 701 et seq.:
20 USC 3474, 1221e-3(a)(1)
Drug-Free Campus and Schools Act; 20 USC 3224(a), 34 CFR, &86
34 CFR, &86

CONTRACT REFS.: Certificated Staff Negotiated Agreement
Classified Staff Negotiated Agreement

DRUG-FREE WORKPLACE

The District believes that a healthy and productive work force, safe working conditions free from effects of drugs and alcohol and maintenance of the quality of products produced and services rendered by the District are important not only to the District but also to the employees and the general public. The abuse of drugs and alcohol creates a variety of workplace problems, including risk to student safety, increased injuries on the job, increased absenteeism, increased financial burden on health and benefit programs, increased workplace theft, decreased employee morale, decreased productivity and a decline in the quality of products and services.

Therefore, the District adopts this regulation for the testing of its transportation employees and prospective transportation employees for drugs and alcohol as it relates to job performance.

1. Definitions for the purpose of this regulation:

- A. "Alcohol" means ethyl alcohol ethanol.
- B. "Drugs" or "controlled substances" means any substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia or other drug compendia, or supplement to any of those compendia. This includes, without limitation, narcotics, hallucinogenics, depressants, stimulants or other controlled substances.
- C. "Employee" means any person employed by the District who is involved in the transportation of students as part of their job duties.
- D. "Prospective employee" means any person who has made application for employment with the District for a position that will involve the transportation of students as part of their job duties.
- E. "Sample" means urine, blood, breath, saliva or hair.
- F. "Prohibited conduct" means any conduct that is classified as prohibited by the Federal Highway Administration's controlled substance use and alcohol misuse rules.

2. Testing

The District intends to test employees or prospective employees for the presence of drugs or alcohol, in accordance with the provisions of this regulation, as a condition of hiring or continued employment.

- A. The District will test employees or prospective employees for the following substances:
 - 1) Marijuana (cannabinoids)
 - 2) cocaine
 - 3) phencyclidine (PCP)
 - 4) opiates (heroin, codeine, morphine)
 - 5) amphetamine (Benzedrine, Dexedrine)
 - 6) ethanol (alcohol)
- B. The District will require the collection and testing of samples for the following purposes:
 - 1) Pre-employment
Any prospective employee will be required to test negative for controlled substances prior to employment with the District. Expenses related to this job requirement shall be borne by the prospective employee. If employed by the District for a period of 90 days, these expenses will be reimbursed to the employee.

- 2) Random
The random pool shall consist of all school personnel who are, as part of their job responsibilities, involved in the transportation of students. This shall include, but not be limited to, all school personnel who are certified by the Fairfield County Office of Education to drive school buses for the District; all school employees who perform safety-sensitive functions on local District buses; as well as any non-CDL-holding employee who, by virtue of his/her job function, is involved in the transportation of students in vehicles other than school buses.

The District will test 50% of the employees annually for alcohol and controlled substances. These tests will be unannounced, and spread throughout the school year.

- 3) Post-accident
Testing will be conducted on any driver involved in any accident which is required to be reported to law enforcement officers as defined in the Ohio Revised Code, as well as any accident which is required to be reported by local school district rules and/or regulations.
- 4) Reasonable suspicion
An employee must submit to alcohol and/or controlled substance testing if a supervisor has belief that the employee has violated the alcohol and controlled substances prohibitions set forth in this regulation. The suspicion must be based on observations such as appearance, behavior, speech or body odors.

- 5) Return-to-duty
An employee that has been removed from service because of prohibited conduct shall undergo a test for alcohol and/or controlled substances before returning to work. When tested, the alcohol concentration must be less than 0.02, and the controlled substances must be a verified negative. When a return-to-duty test is required, the employee must also be evaluated by a Substance Abuse Professional (SAP) and participate in any assistance program prescribed.

- 6) Follow-up
Once a suspended employee is returned to work, a minimum of six unannounced follow-up alcohol and/or controlled substances tests shall take place in the first 12 months.

In the event a controlled substances test result is challenged, the employee has the right to request the specimen be re-tested at a SAMHSA-approved laboratory of his/her choice. Expenses related to this retest shall be borne by the employee. If results from the re-test are negative, the employee will be reimbursed.

- C. Any drug or alcohol testing shall occur immediately before, during or immediately after the regular work period of current employees and shall be deemed work time for purposes of compensation and benefits for current employees. Drivers will be compensated per the negotiated agreement for time spent during the testing process.
- D. The District shall pay all costs of testing.
- E. All sample collection and testing shall be performed in accordance with federal rules and regulations, as well as the agreement between the District and the provider.

3. Company Action

Upon receipt of a verified or confirmed positive drug or alcohol test result which indicates a violation of this regulation, or upon the refusal of an employee or prospective employee to provide a sample, the District may use that test result or refusal as the basis for disciplinary or rehabilitative actions, which may include the following:

- A. requirement that the employee enroll in a company-approved rehabilitation, treatment or counseling program, which may include additional drug or alcohol testing as a condition of continued employment;
- B. suspension of the employee with or without pay for a period of time;
- C. termination of employment;
- D. refusal to hire a prospective employee or
- E. other disciplinary measures in conformance with the District's usual policies and procedures, including any collective bargaining agreement.

4. Confidentiality

- A. All information, interviews, reports, statements, memoranda or test results received by the District through this drug and alcohol testing program are confidential communications and will only be used in a proceeding related to an action taken by the District under section 3 or in defense of any action brought against the District.
- B. The information described in paragraph A shall be the property of the District.
- C. The district is entitled to use a drug or alcohol test result as a basis for action under section 3.

[Adoption date: January 10, 2000]
[Revised: October 9, 2000]
[Revised: February 9, 2004]

CRIMINAL RECORD CHECK

The Board shall request from the Bureau of Criminal Identification and Investigation criminal record checks of candidates under final consideration for employment or appointment in the District if the candidates are responsible for the care, custody or control of students.

The Board may employ persons responsible for the care, custody or control of students on the condition that the candidate submit to and pass a BCII criminal record check in accordance with the Ohio Revised Code. Applicants are given a separate written statement informing them that the Board may use a criminal record 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 record 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, non-renewal or termination) based in whole or in part on a criminal record check, the applicant or employee will be given a written pre-adverse action disclosure statement which will include a copy of the criminal record 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 will be 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 record check from BCII upon request within 60 days. Any person conditionally hired who fails to pass a BCII criminal background check shall be released from employment.

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

For bus driving applicants, a BCII, county or local law enforcement agency records check is required. For currently employed bus drivers, a new report is required every six years.

Volunteers

Background checks for volunteers will be valid for the maximum time period in accordance with O.R.C. Current and prospective volunteers of extra-curricular activities, who have or will have unsupervised access to children on a regular basis may, at any time, be subject to a criminal record check (BCII).

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

Payment for all employee background checks is the responsibility of the employee, except where negotiated agreement indicates otherwise. Payment for volunteers will be paid by the LU-T Board of Education.

Policy will be reviewed in one (1) year.

[Adoption date: January 10, 2000]

[Revised: September 10, 2001]

[Revised: April 9, 2007]

[Revised: October 13, 2008]

LEGAL REFS.: Fair Credit Reporting Act 15 U.S.C. Sections 1681 et seq.
ORC 109.57;109.572
2953.32
3319.291; 3319.311; 3319.313; 3319.315; 3319.39
OAC 3301-83-06

CONTRACT REFS.: GBL, Personnel Records
GCD, Professional Staff Hiring
GCPD, Suspension and Termination of Professional Staff Members
GDD, Support Staff Hiring
GDPD, Suspension and Termination of Support Staff Members
IIC, Community Instructional Resources (Also KF)
IICC, School Volunteers
LEA, Student Teaching and Internships

FAMILY AND MEDICAL LEAVE

The Board provides leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). Eligible employees are entitled to up to 12 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 Ohio laws.

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

[Adoption date: January 10, 2000]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2611 et seq.
ORC 124.38
3313.20;
3319.08; 3319.09; 3319.13; 3319.131; 3319.141

CONTRACT REFS.: Certificated Staff Negotiated Agreement
Classified Staff Negotiated Agreement

FAMILY AND MEDICAL LEAVE

An employee who has worked for the District for at least 12 months is eligible for 12 work weeks of FMLA leave during a 12-month period provided the employee worked at least 1,250 hours in the 12 months preceding the beginning of the leave.

Types of Leave

An eligible employee may take FMLA leave for:

1. the birth and first-year care of a child;
2. the adoption or foster placement of a child;
3. the serious illness of an employee's spouse, parent or child or
4. the employee's own serious health condition that keeps the employee from performing the essential functions of his/her job.

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

Spouses Employed by the District

If a husband and wife eligible for leave are employed by the District, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to 12 weeks. An employee may not take FMLA leave to care for a parent-in-law.

Intermittent and Reduced Leave

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

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

Intermittent or reduced leave is available only for the employee's own serious health condition or to care for a seriously ill spouse, child or parent. Such leave may not be used for the birth or adoption/placement of a child.

The employee who wishes to use intermittent or reduced leave must have the prior approval of the Board/designee. Although the Board/designee and employee may agree to an intermittent or reduced leave plan, the employee who uses family leave is not automatically entitled to use such leave on an intermittent or reduced leave schedule.

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

Benefits

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

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

Notice

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

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

Certification

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

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

Restoration

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

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

Instructional Employees

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

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

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

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

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

Limitations also apply to instructional employees who take leave near the end of a semester. 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:

1. the leave will last at least three weeks and
2. the employee would return to work during the three-week period before the end of the semester.

When an instructional employee begins leave for a purpose other than the employee's own serious health condition during the five-week period before the end of the semester, the Board may require the employee to continue taking leave until the end of the semester if:

1. the leave will last more than two weeks and
2. the employee would return to work during the two-week period before the end of the semester.

When an instructional employee begins leave for a purpose other than the employee's own serious health condition during the three-week period 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.

Failure to Return

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

(Approval date: January 10, 2000)

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

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

Confidentiality of Individually Identifiable Health Information

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

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

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

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

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

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

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

Privacy/Security Officer

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

Notice

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

Training

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

Documentation

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

[Adoption date: August 11, 2003]

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.
3317.061
4113.23
OAC 3301-35-03(A)(10)

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

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

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

If you have any questions about this notice, please contact the treasurer, at 740-862-4171.

Who Will Follow the Requirement of This Notice?

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

Privacy of Health Information

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

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

Use and Disclosure of Medical Information

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

1. as required by law;
2. for public health services;
3. in connection with the investigation of abuse, neglect or domestic violence;
4. to health oversight agencies in connection with health oversight activities;
5. for judicial and administrative proceedings;
6. for law enforcement purposes;
7. to coroners, medical examiners and funeral directors;
8. for research if a waiver of authorization has been obtained;
9. to prevent serious and imminent harm to the health or safety of a person or the public;
10. for specialized governmental functions;
11. for military and veterans activities;
12. for national security and intelligence;
13. for protective services for the President and others;
14. to the Department of the State to make medical suitability determinations;
15. to correctional institutions and law enforcement officials regarding an inmate or
16. for workers' compensation if necessary to comply with the laws relating to workers' compensation and other similar programs.

Rights Regarding Medical Information

You have the following rights regarding medical information that we maintain about you:

Right to Inspect and Copy

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

Right to Amend

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

1. is not in writing or properly supported by a reason;
2. was not created by us;
3. is not part of the medical record kept by the District;
4. is already accurate and complete.

Right to an Accounting

You have the right to request an “accounting of disclosures.” This is a list of the disclosures we have made of medical information about you. To request this list, you must submit your request in writing to the Treasurer. Your request must state a time period that may not be longer than six years and may not include dates before April 14, 2003. Your request must also indicate in what form you want the list (for example, on paper or electronically). The first list that you request within a 12-month period is free. For additional lists, we may charge you for the cost of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request before any cost is incurred.

Right to Request Restrictions

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

Right to Request Confidential Communications

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

Right to a Paper Copy of This Notice

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

Changes to This Notice

We reserve the right to make changes to this notice, and to make the revision or change applicable to medical information we already have about you. A copy of the current notice can be found in each building office.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with the District. To file a complaint, please contact the treasurer at Liberty Union-Thurston Local School District, 621 Washington Street, Baltimore Ohio, (740) 862-4171.

All complaints must be submitted in writing. You can also complain to the Office for Civil Rights, U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F, HHH Building, Washington, D.C. 20201-004, (808) 368-1019.

Other Uses of Medical Information

Other uses and disclosures of medical information not covered by this notice will be made only with your written permission. If you provide us with permission to use or disclose medical information about you, you may revoke that permission in writing at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reason covered by your written authorization. However, we will not be able to take back any disclosures that we already made during any period in which your permission was in effect.

[Adoption date: August 11, 2003]

COURSE APPROVAL FORM

REASON FOR TAKING THE COURSE:

1. In the Subject Area of Unit Member
2. Requirements of Advanced Degree
3. Recertification
4. Expanded Certification

I plan to take the following course(s):

<u>No.</u>	<u>Course</u>	* <u>Hours</u>	<u>Graduate / Under- Graduate</u>	<u>College / University</u>

during the _____ term 20_____. (Summer, please indicate I or II term.)

These courses have been approved by the building principal and by the superintendent.

* Please designate whether quarter or semester hours.

Teacher

Principal

Date Initiated

Superintendent

Complete one copy.

Treasurer

Date

COURSE VERIFICATION FORM

Attached is a transcript of end-of-the-course grade report which makes me eligible for reimbursement for college credits earned up to a \$1,250 maximum per fiscal (July 1st - June 30th) year.

I am, therefore, entitled to reimbursement for course work completed as listed below:

<u>Number of Hours</u>		<u>Amount</u>
	Under-graduate Quarter Hours @ \$120	
	Graduate Quarter Hours @ \$140	
	Under-Graduate Semester Hours @ \$155	
	Graduate Semester Hours @ \$185	
	TOTAL	

APPROVED:

Teacher

Principal

Date

Superintendent

Complete one copy.

Treasurer

Date

Submit one copy to the Treasurer: Unit members must submit tuition bills to the Treasurer with thirty (30) days of completion of the course for which reimbursement is sought. All bills must be submitted by June 15th to be eligible for payment. Tuition reimbursement payments will be made by June 30th.

[Approval: _____]

CERTIFICATED STAFF POSITIONS

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

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

Although a position may remain temporarily 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: January 10, 2000]

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

CERTIFICATED STAFF CONTRACTS AND COMPENSATION PLANS
(Teachers)

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

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

Teacher Contracts

Written contracts of employment shall be issued to all certificated/licensed teaching personnel as per the Ohio Revised Code. Contracts are by and between the staff member and the Board.

The basic types of contracts:

1. Limited contract

- A. A unit member employed for the first time by the Liberty Union-Thurston Schools will be granted a one (1) year limited contract.
- B. A unit member who has worked one (1) year for the Liberty Union-Thurston Schools is eligible for a second one (1) year limited contract (1 + 1).
- C. A unit member who has worked two (2) Years for the Liberty Union-Thurston Schools is eligible for a third one (1) year limited contract (1 + 1 + 1).
- D. A unit member who has received three (3) one-year limited contracts in the Liberty Union-Thurston Schools is eligible for a two (2) year limited contract (1 + 1 + 1 + 2).

2. Extended limited contract

A limited contract of one or two years in length is given to a teacher who is eligible for consideration for a continuing contract.

3. Continuing contract

When a teacher employed under a limited contract is issued, a teaching certificate of a higher grade (professional or permanent) or according to the Ohio Revised Code and has taught three of the last five years in the District, he/she is eligible for consideration for a continuing contract at the expiration of his/her limited contract.

A teacher who has obtained continuing contract status elsewhere in Ohio becomes eligible for a continuing contract upon employment but must be considered for tenure after two years' service in the District.

A teacher who meets all legal qualifications for a continuing contract, but who is not recommended by the Superintendent and approved by the Board for a continuing contract, may be offered an extended limited contract or may be non-renewed. The teacher must be notified of the Board's action to not re-employ, in writing by the Treasurer, on or before April 30.

4. Supplemental Contracts

Supplemental contracts are entered into with each teacher who performs assigned supplemental duties for which compensation is authorized. Such contracts are issued for one year and are separate from teaching contracts. Elimination or creation of assignments for extra duties is made at the discretion of the Superintendent, subject to approval by the Board.

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

[Adoption date: January 10, 2000]

LEGAL REF.: ORC 3313.53
3317.13; 3317.14
3319.07; 3319.08; 3319.09; 3319.10; 3319.11; 3319.111; 3319.12;
3319.22; 3319.24; 3319.25; 3319.26

CROSS REF.: GCB, all sub-codes

CONTRACT REF.: Certificated Staff Negotiated Agreement

CERTIFICATED STAFF CONTRACTS AND COMPENSATION PLANS
(Administrators)

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

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

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

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

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

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

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

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

The Board may issue a one-year temporary Educator License valid for employing a superintendent or any other administrator, conforming with Ohio law.

[Adoption date: January 10, 2000]
[Revised: October 9, 2000]
[Revised: September 10, 2001]

LEGAL REFS.: ORC 3319.01; 3319.02; 3319.11; 3319.12; 3319.225
4117.01
OAC 3301-35-03(A)(8)

CERTIFICATED STAFF CONTRACTS AND COMPENSATION PLANS
(Administrators)

The Board may request the State Board of Education to issue a one-year temporary Educator License valid for employing a superintendent or any other administrator as specified by the Board

The State Board of Education may issue the Educator License if the Board has determined that the individual:

1. is of good moral character and
2. holds at least a baccalaureate degree from an accredited institution of higher education in a field related to finance or administration or has five years of recent work experience in education, management or administration.

A one-year temporary Educator License is valid only in this District. The State Board of Education may renew the license annually upon request of the Board.

[Approval date: January 10, 2000]

CERTIFICATED STAFF SALARY SCHEDULES

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

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

Retired administrators, who are subsequently employed by the Board, are placed on the salary schedule per policy GCD.

[Adoption date: January 10, 2000]
[Revised: September 10, 2001]

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 will be 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: January 10, 2000]
[Revised: October 9, 2006]

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

CROSS REFS.: GCB, Professional Staff Contracts and Compensation Plans
GCKA, Professional Staff Extra Duty
GDBB, Support Staff Supplemental Contracts
IGD, Co-curricular and Extra-Curricular Activities
IGDJ, Interscholastic Athletics

CONTRACT REF.: Certificated Staff Negotiated Agreement

CERTIFICATED STAFF FRINGE BENEFITS

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

Any employee may participate in a tax sheltered annuity approved by the Board. To register a new company with the Board, there needs to be at least five employees interested in signing up with the company. All companies in use as of October 1, 1991, will be considered exempted from the new rules. The Board shall service these programs through automatic payroll authorizations.

[Adoption date: January 10, 2000]

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

CROSS REF.: EI, Insurance Management

CONTRACT REF.: Certificated Staff Negotiated Agreement

CERTIFICATED STAFF LEAVES AND ABSENCES

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

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. An employee holds the same contract status held on the date on which his/her leave began when he/she returns to duty if his/her contract has not expired during the period of the leave of absence.

Assignments to Charter Schools

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

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

[Adoption date: January 10, 2000]
[Revised: September 10, 2001]

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.: Certificated Staff Negotiated Agreement

CERTIFICATED STAFF VACATIONS AND HOLIDAYS

Vacations

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

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

Holidays

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

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

[Adoption date: January 10, 2000]

LEGAL REFS.: ORC 3313.20; 3313.63

CROSS REF.: Administrator Handbook

CERTIFICATED 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: January 10, 2000]

LEGAL REF.: OAC 3301-35-03

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

CERTIFICATED STAFF RECRUITING

Recruitment and Selection Procedure

1. Identifying Candidates

Initial contact with prospective candidates may be made at any time by anyone in the schools or in the community. Staff members will be encouraged to suggest outstanding candidates of their acquaintance to principals or to the Superintendent.

2. Application

All letters of application, all application blanks and all placement office credentials should come into the school system through the Superintendent's office.

3. Screening

When a vacancy occurs, the building principal will review the papers of the candidates and invite for interviews those candidates he/she wishes to interview.

4. Interviews

The building principal will interview promising candidates for the position and select two or three of the candidates he/she considers to be most qualified for the position. These candidates will be interviewed by the Superintendent. Both the principal and the Superintendent will interview the final candidates.

5. Selection

The Superintendent will make the final decision, in cooperation with and upon the recommendation of the principal, as to which candidate will be presented to the Board.

(Approval date: January 10, 2000)

CERTIFICATED STAFF HIRING

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

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

The following guidelines are used in the selection of personnel:

1. There is no unlawful discrimination in the hiring process.
2. The quality of instruction is enhanced by a staff with widely varied backgrounds, educational preparation and previous experience. Concerted efforts are made to maintain a variation in the staff.
3. Interviewing and selection procedures ensure that the administrator who is directly responsible for the work of a staff member has an opportunity to aid in the selection process. The final recommendation to the Board is made by the Superintendent.
4. No candidate is hired without an interview and a criminal 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 Teachers and Administrators

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

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

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.

1. Retired teachers and administrators will be placed at step five of the appropriate salary schedule, and would progress on that scale one step per year until step 10 is reached. The retiree will then remain on step 10 for the duration of his/her employment.
2. Only one-year contracts will be issued.
3. The District will not be bound by evaluations or contract sequence.

- 4. The District will not pay health benefits unless mandated by STRS rules to do so
- 5. It will be at the Board's discretion whether a retiree is hired and/or retained.

[Adoption date: January 10, 2000]
[Revised: February 9, 2004]

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

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

PART-TIME AND SUBSTITUTE CERTIFICATED STAFF EMPLOYMENT

All certificated 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.

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

[Adoption date: January 10, 2000]
[Revised: October 9, 2000]

LEGAL REFS.: ORC 3317.13
3319.08; 3319.10; 3319.13

PART-TIME AND SUBSTITUTE CERTIFICATED STAFF EMPLOYMENT

Substitute Teacher Pay Schedule

1. A teacher shall be compensated at a rate of pay of \$80.00 for each full work day.
2. A retired teacher shall be compensated at a rate of pay of \$85.00 for each full work day.
3. In either event the teacher shall not be granted sick leave, personal leave and other privileges and benefits granted to regular teachers, provided however, that in the event the teacher is assigned to one specific teacher position for more that sixty (60) work days, the teacher shall be compensated at a rate of pay established in the current salary schedule for regular teachers, and shall be granted the same benefits a regular teachers. Every year, the counting starts back at the beginning, not added on.

[Adoption date: January 10, 2000]

[Revised: October 9, 2000]

CERTIFICATED STAFF ORIENTATION

The building principal is responsible for the orientation of new teachers assigned to his/her school. He/She should give information and general directions in regard to the following:

1. the names of fellow teachers, cafeteria personnel, custodians and other special staff personnel who will come to the building;
2. location and use of physical facilities of buildings: classroom, cafeteria, library, teachers' lounge and lavatories;
3. teaching materials: courses of study, content standards, textbooks and supplementary materials for grade or subject;
4. school forms; attendance reports, student and school records, transfers, purchase orders, plan books, etc.;
5. method of ordering books and supplies, securing audio-visual equipment, methods of getting material duplicated, disposing of lost and found articles;
6. schedule and meaning of all bell signals;
7. regulations for students in the building and on school grounds; uses of entrances, exits, lavatories, playground areas, equipment and activities, regulations for students during, before and after school hours;
8. directions regarding building meetings, in-service training meetings, other meetings, assignments to school committees, fire drill regulations, policies concerning teachers' absence, attendance, dismissal, excuse of students from school, etc.;
9. the goals and aspirations of the District and
10. school system policies and regulations.

[Adoption date: January 12, 2000]

[Revised: October 9, 2000]

CERTIFICATED STAFF ASSIGNMENTS AND TRANSFERS

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

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

Assignment to Nonpublic Schools

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

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

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

Administrators

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

[Adoption date: January 10, 2000]

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

CONTRACT REF.: Certificated Staff Negotiated Agreement

CERTIFICATED STAFF TIME SCHEDULES

Administrators

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

Teachers

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

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

[Adoption date: January 10, 2000]

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.: Certificated Staff Negotiated Agreement

CERTIFICATED STAFF MEETINGS

In order to avoid conflicts, all meetings are to be scheduled on the master calendar which is kept in the District Office. This applies to faculty meetings, curriculum meetings, committee meetings, citizen groups, etc. Meeting dates should be cleared with this office at least a week in advance.

Rooms for meetings should be reserved through the building principal's office - using the Application For Use of School Building.

Wednesday after 7:00 p.m. is dark night for all school-sponsored events in the District. No activity involving students is to be scheduled after that time.

[Adoption date: January 10, 2000]

CERTIFICATED STAFF DEVELOPMENT OPPORTUNITIES

Certificated 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: January 10, 2000]

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

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

CONTRACT REF.: Certificated Staff Negotiated Agreement

EVALUATION OF CERTIFICATED STAFF
(Teachers)

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

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

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

[Adoption date: January 10, 2000]

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

CONTRACT REF.: Certificated Staff Negotiated Agreement

EVALUATION OF PROFESSIONAL STAFF
(Administrators and Supervisors)

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

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

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 non-renew the employee's contract. The employee may request a meeting with the Board prior to any Board action on his/her contract. The employee may have a representative of his/her choice at the meeting.

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

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

[Adoption date: January 10, 2000]
[Revised: October 9, 2000]

LEGAL REFS.: ORC 3319.02; 3319.16
OAC 3301-35-03(A)(8)

CROSS REFS.: GBL, Personnel Records

File: GCN-2-R (Also AFC-2-R)

EVALUATION OF PROFESSIONAL STAFF
(Administrators and Supervisors)

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

1. An initial meeting is held by the Superintendent prior to the school year with the assistant superintendents and administrators to discuss specific measurable objectives and plans for their achievement. A statement of these objectives and plans is submitted by each administrator to the Superintendent/designee at a time specified. These objectives and plans are written and maintained in each administrator's personnel file.
2. The evaluator employs the evaluation criteria which is designed to measure the administrator's effectiveness in performing the duties set forth in his/her written job description. **All administrators will be evaluated prior to the end of their contract year.** The evaluator will also assess the administrator's progress in meeting plans and objectives set for that school year. Areas of outstanding, satisfactory and poor performance will be noted. The Superintendent/designee will meet with each administrator to discuss the written evaluation. The evaluatee is given a copy of the evaluation and has an opportunity to discuss 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 non-renew 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 non-renewal.
7. All evaluation criteria, procedures and written job descriptions are reviewed annually by the Superintendent/designee and revised as necessary.

[Approval date: January 10, 2000]

[Revised: October 9, 2000]

REDUCTION IN CERTIFICATED STAFF WORK FORCE

The Board may reduce the number of certificated staff upon the return to duty of regular teachers after leaves of absence or territorial changes affecting the District or decreased enrollment of students in the District.

[Adoption date: January 10, 2000]
[Revised: October 9, 2000]

LEGAL REFS.: ORC 3319.17

CONTRACT REFS.: Certificated Staff Negotiated Agreement

REDUCTION IN PROFESSIONAL STAFF WORK FORCE
(Administrators)

The Board may reduce the number of administrators upon the return to duty of an administrator from a leave of absence, territorial changes affecting the District, decreased enrollment of students in the District or for financial reasons. A reduction plan will be developed and implemented to meet the needs of the District.

[Adoption date: September 28, 2000]
[Revised: July 10, 2006]

LEGAL REF.: ORC 3319.02; 3319.17; 3319.171

~~REDUCTION IN PROFESSIONAL STAFF WORK FORCE~~

~~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 non-renewing 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 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.~~
 - ~~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 will be 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 inactive employment, provided that the teacher or administrator pays 102% for such benefits.~~

[Approval date: October 9, 2000]
[Approval date: July 10, 2006] to Delete Policy

REDUCTION IN CERTIFICATED STAFF WORK FORCE

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

1. To the extent possible, the number of teachers or 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 non-renewing contracts. Those contracts to be suspended are chosen as follows.
 - A. All teachers are placed on seniority lists in each teaching field for which they are certificated. 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 teachers with continuing contracts and secondly to seniority.
 - C. If two or more teachers have the same length of continuous service, seniority will be determined by:
 - 1) the date of the Board meeting at which the teacher was hired;
 - 2) next, by the date on which the teacher 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 teacher submitted the first completed job application within the two-year period preceding the effective date of the teacher'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 teachers or 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. Teachers or administrators on the recall list have the following rights.
 - A. No new teachers or administrators will be employed by the Board while there are teachers on the recall list who are certificated to fill the vacancy.
 - B. Teachers or administrators on the recall list are recalled in order of seniority for vacancies in areas for which they are certificated.
 - C. If a vacancy occurs, the Board will send an announcement via certified mail to the first known address of all teachers or administrators on the recall list who are qualified according to these provisions. It is the teacher's and administrator's responsibility to keep the Board informed of his/her current address. All teachers and administrators are required to respond in writing to the District office within seven calendar days. The most senior of those responding is offered the vacant position. Any teacher or administrator who fails to accept the position within seven calendar days forfeits all recall rights.

- D. A teacher or 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. A teacher or 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 those in active employment, provided that the teacher or administrator pays 102% for such benefits.

(Approval date: January 10, 2000)

RESIGNATION OF CERTIFICATED STAFF MEMBERS

Any certificated 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: January 10, 2000]

LEGAL REFS.: ORC 3319.02; 3319.15

SEVERANCE PAY

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

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

[Adoption date: January 10, 2000]
[Revised: September 10, 2001]

LEGAL REFS.: ORC 9.90
124.39

CROSS REF.: Administrator Handbook

CONTRACT REFS.: Certificated Staff Negotiated Agreement

SEVERANCE PAY

Retirement

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

1. The individual retires from the District.
2. Retirement is disability retirement or service retirement under any state or municipal retirement system in this state.
3. The individual must be eligible for disability or service retirement as of the last date of employment.
4. The individual must prove acceptance into the retirement system within 120 days of his/her last day of employment by having received and cashed his/her first retirement check.
5. The individual must have not less than 10 years of service with this District, the state or its political subdivisions, or any combination thereof.
6. The individual must sign for his/her severance check certifying that all eligibility criteria have been met.

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

1. multiplying the employee's accrued but unused sick leave by one-fourth and
2. multiplying the product times the per diem rate of pay appropriate for that individual's placement on the salary schedule at the time of retirement.

The amount of the benefit calculated in steps one and two shall not exceed the value of 30 days of accrued but unused sick leave.

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

The Board pays retirement severance pay to the estate or life insurance beneficiary of a retired qualified employee who dies while actively employed.

(Approval date: January 10, 2000)

SUSPENSION AND TERMINATION OF CERTIFICATED STAFF MEMBERS

Suspension

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

Termination

The contract of a teacher may be terminated for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board or for other good and just cause. Before terminating any contract, the Board furnishes the teacher 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 with pre-adverse action and adverse action notices required by the Fair Credit Reporting Act.

[Adoption date: January 10, 2000]

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.: Certificated Staff Negotiated Agreement

TUTORING FOR PAY

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

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

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

[Adoption date: January 10, 2000]

CERTIFICATED STAFF CONTRACTS AND COMPENSATION PLANS
(Administrators)

The Board may request the State Board of Education to issue a one-year temporary Educator License valid for employing a superintendent or any other administrator as specified by the Board.

The State Board of Education may issue the Educator License if the Board has determined that the individual:

1. is of good moral character and
2. holds at least a baccalaureate degree from an accredited institution of higher education in a field related to finance or administration or has five years of recent work experience in education, management or administration.

A one-year temporary Educator License is valid only in this District. The State Board of Education may renew the license annually upon request of the Board.

(Approval date: January 10, 2000)

CLASSIFIED STAFF POSITIONS

The Board, as employer, may grant the Superintendent or other official authority to develop classified 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: January 10, 2000]

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

CONTACT REFS.: Classified Negotiated Agreement

CLASSIFIED STAFF SALARY SCHEDULES

The Board develops salary schedules which:

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

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

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

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

[Adoption date: January 10, 2000]

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

CONTRACT REF.: Classified Staff Negotiated Agreement

SUPPORT STAFF PUPIL ACTIVITY CONTRACTS

The Board believes that a varied co-curricular 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.

Non-licensed/non-certificated 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 non-licensed/non-certificated 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 non-teaching contracts in effect for a term not to exceed one year. The Board provides written notice of non-renewal 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.

Non-licensed/non-certificated staff members who accept pupil activity contract positions as athletic trainers must meet additional requirements determined by the State Board of Education.

[Adoption date: October 9, 2006]

LEGAL REFS.: ORC 3313.18; 3313.53
3319.081; 3319.083; 3319.303
OAC 3301-27-01; 331-27-02

CONTRACT REF.: GCBB, Professional Staff Supplemental Contracts
GDB, Support Staff Contracts and Compensation Plans
GDKA, Support Staff Extra Duty
IGD, Co-curricular and Extra-curricular Activities
IGDJ, Interscholastic Athletics

CONTRACT REF.: Support Staff Negotiated Agreement

CLASSIFIED STAFF FRINGE BENEFITS

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

The benefits extended to eligible classified 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.

Any employee may participate in a tax sheltered annuity approved by the Board. To register a new company with the Board, there needs to be at least five employees interested in signing up with the company. All companies in use as of October 1, 1991, will be considered exempted from the new rules. The Board shall service these programs through automatic payroll authorizations.

[Adoption date: January 10, 2000]

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

CROSS REF.: EI, Insurance Management

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF LEAVES AND ABSENCES

Leaves and absences granted to the classified 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: January 10, 2000]

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.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF VACATIONS AND HOLIDAYS

Vacations

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

The supervisor approves vacation schedules for the classified staff. It is his/her responsibility to see that vacations are scheduled so that the least interference with the operation of the schools results.

Holidays

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

[Adoption date: January 10, 2000]

LEGAL REFS.: ORC 1.14
3319.084; 3319.086; 3319.087

CONTRACT REF.: Classified Staff Negotiated Agreement

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

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

Re-hiring of Retirees

If an employee is retiring and seeks re-employment in the same position, then **public** notice must be given 60 days prior to the date re-employment is to begin. The notice must state that the person is or will be retired and is seeking re-employment in the 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: January 10, 2000]
[Revised: February 9, 2004]

LEGAL REFS.: The Elementary and Secondary Education Act: 20 USC 1221 et seq.
Fair Credit Reporting Act, 15 U.S.C. Sections 1681 et seq.
ORC Chapter 124
3319.04; 3319.081 et seq.; 3319.39
3327.10
4141.29
OAC 3301-35-05; 3301-35-06
3309-1-61

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
GCD, Professional Staff Hiring

CONTRACT REF.: ~~Classified~~ **Support** Staff Negotiated Agreement

PART-TIME, TEMPORARY AND SUBSTITUTE CLASSIFIED STAFF EMPLOYMENT

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

[Adoption date: January 10, 2000]

LEGAL REFS.: ORC 124.27
3319.081; 3319.141

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF ORIENTATION

Administrators of the District are responsible for the orientation of new classified 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: January 10, 2000]

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF ASSIGNMENTS AND TRANSFERS

The assignment and transfer of all classified 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.

[Adoption date: January 10, 2000]

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.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF EXTRA DUTY

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

[Adoption date: January 10, 2000]

LEGAL REFS.: Fair Labor Standards Act
ORC 124.18
3319.086

CROSS REFS.: GCBB, Certificated Staff Supplemental Contracts
KG, Community Use of School Facilities

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF DEVELOPMENT OPPORTUNITIES

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

All classified 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 classified 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: January 10, 2000]

LEGAL REF.: OAC 3301-35-03

CONTACT REF.: Classified Negotiated Agreement

EVALUATION OF CLASSIFIED STAFF

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

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

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

[Adoption date: January 10, 2000]

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

CONTRACT REF.: Classified Staff Negotiated Agreement

REDUCTION IN CLASSIFIED STAFF WORK FORCE

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

[Adoption date: January 10, 2000]

LEGAL REFS.: ORC 124.32; 124.321
4141.29

CONTRACT REF.: Classified Staff Negotiated Agreement

RESIGNATION OF CLASSIFIED STAFF MEMBERS

Any classified staff member may terminate his/her contract of employment with the District by filing a written notice with the Treasurer 30 days prior to the effective date of termination.

[Adoption date: January 10, 2000]

LEGAL REFS.: ORC 124.39
3319.081

SUSPENSION, ~~REASSIGNMENT~~ DEMOTION AND TERMINATION OF ~~CLASSIFIED~~ SUPPORT STAFF MEMBERS

The employment of ~~classified~~ **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** ~~This includes~~ the opportunity for a hearing prior to the termination **and if a hearing is required, prior to the** suspension or demotion.

[Adoption date: January 10, 2000]

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.: ~~Classified~~ **Support** Staff Negotiated Agreement