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SECTION G: PERSONNEL  
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SECTION G: PERSONNEL  
(Continued)

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GDKA	Classified Staff Extra Duty
GDKB	Classified Staff Meetings
GDL	Classified Staff Development Opportunities
GDLA	Classified Staff Visitations and Conferences
GDM	Supervision of Classified Staff
GDN	Evaluation of Classified Staff (Also AFD)
GDO	Classified Staff Promotions
GDP	Classified Staff Termination of Employment
GDPA	Reduction in Classified Staff Workforce
GDPB	Resignation of Classified Staff Members
GDPC	Retirement of Classified Staff Members
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GDPD	Suspension, Demotion and Termination of Classified Staff Members
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## PERSONNEL POLICIES GOALS

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

The goals of the personnel program include:

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

[Adoption date: November 17, 2003]

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

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

## EQUAL OPPORTUNITY EMPLOYMENT

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

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

[Adoption date: November 17, 2003]

[Re-adoption date: March 21, 2011]

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

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

EQUAL EMPLOYMENT OPPORTUNITY  
INFORMAL CONFERENCE RECORD WITH  
COMPLIANCE COORDINATOR (EMPLOYEE)

An informal conference was held on \_\_\_\_\_ at \_\_\_\_\_, and matters  
(Date) (Time)

pertaining to the following alleged complaint were discussed:

Disposition of Alleged Complaint:

\_\_\_\_\_  
Signature of Student/Interested Party

\_\_\_\_\_  
Signature of Compliance Coordinator

**Complete form in quadruplicate:**

- One copy to Employee/Interested Party
- One copy to Immediate Supervisor
- One copy to Compliance Coordinator
- One copy to Superintendent

EQUAL OPPORTUNITY EMPLOYMENT - POLICY  
FORMAL COMPLAINT (EMPLOYEE)

Appeal to Compliance Coordinator

Date received by Compliance Coordinator \_\_\_\_\_

Name of Complainant \_\_\_\_\_ Home Telephone: \_\_\_\_\_

Home Address: \_\_\_\_\_

Statement of Complaint and Relief Sought \_\_\_\_\_

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\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Compliance Coordinator)

- Complete form in quadruplicate:**
- One copy to Employee/Interested Party
  - One copy to Immediate Supervisor
  - One copy to Compliance Coordinator
  - One copy to Superintendent

EQUAL OPPORTUNITY EMPLOYMENT - POLICY  
FORMAL COMPLAINT (EMPLOYEE)

Appeal to Superintendent

Date Received by Superintendent \_\_\_\_\_

Date of Hearing Conference \_\_\_\_\_

Disposition of Complaint:

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\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Superintendent)

**Complete form in quadruplicate**  
One copy to Employee/Interested Party  
One copy to Immediate Supervisor  
One copy to Compliance Coordinator  
One copy to Superintendent



## STAFF INVOLVEMENT IN DECISION MAKING

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

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

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

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

[Adoption date: November 17, 2003]

LEGAL REF.: OAC 3301-35-03

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

CONTRACT REF.: Teachers' Negotiated Agreement

## STAFF CONFLICT OF INTEREST

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

Employees shall not engage in work of any type in which information concerning 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: November 17, 2003]

LEGAL REFS.: ORC 2921.42  
3313.811  
3319.21  
3329.10  
4117.20

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

## STAFF CONDUCT

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

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

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

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

[Adoption date: November 17, 2003]

[Re-adoption date: January 3, 2011]

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

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

## BOARD-STAFF COMMUNICATIONS

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

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

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

[Adoption date: November 17, 2003]

LEGAL REF.: ORC 3313.20

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

## STAFF HEALTH AND SAFETY

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

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

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

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

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

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

### Workers' Compensation

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

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

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

[Adoption date: November 17, 2003]  
[Re-adoption date: February 14, 2005]  
[Re-adoption date: March 21, 2011]

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

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

## STAFF HEALTH AND SAFETY

### Workers' Compensation Benefits Eligibility – Chemical Testing

Under Ohio's Workers' Compensation Law, every employee who is injured in the course of employment is entitled to benefits, if necessary, to compensate him/her for lost work time, payment for medical, nursing and hospital services, medicines and funeral expenses, unless the injury was proximately caused by the employee being intoxicated or under the influence of a controlled substance not prescribed by the employee's 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 the employee's 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 .08%\*.
2. Within eight hours of the injury, the employee's breath alcohol level tests equal to or greater than .08g/210L\*.
3. Within eight hours of the injury, the employee's urine alcohol level tests equal to or greater than .11g/100 ml\*.
4. Within 32 hours of the injury, the employee tests above both the following levels established for an enzyme multiplied immunoassay technique screening test (EMIT) and above the following levels established for a gas chromatography/mass spectrometry test, or in the alternative, above the levels established for a gas chromatography/mass spectrometry (GC/MS) test 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 (HHS).
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 or a laboratory that meets or exceeds HHS standards for laboratory certification 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, the Board and the Bureau of Workers' Compensation.

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

(Approval date: November 17, 2003)  
(Re-approval date: February 14, 2005)



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

General Principles

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

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

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

Evaluating Students and Staff Who Are Infected with HIV

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

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

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

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

#### 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 President of the Board may appoint an HIV Advisory Committee. The Committee may consist of one member of the Board, the Superintendent, one principal, one teacher, the District's legal counsel, the school physician and a doctor who specializes in communicable diseases. Other persons who may be considered as members include a guidance counselor, a student and an official of the County Department of Health. The function of the HIV Advisory Committee is:

1. to remain 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 may direct 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 may direct 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: November 17, 2003]

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

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

## STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

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

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

[Adoption date: November 17, 2003]

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

## STAFF-STUDENT RELATIONS

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

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

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

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

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

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

#### Social Networking Websites

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

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

[Adoption date: November 17, 2003]

[Re-adoption date: January 3, 2011]

LEGAL REF.: ORC 3313.20

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

CONTRACT REF.: Teachers' Negotiated Agreement



## STAFF GIFTS AND SOLICITATIONS

### Gifts

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

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

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

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

### Travel Vendor Compensation

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

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

### Solicitations

The Superintendent 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: November 17, 2003]

LEGAL REFS.: ORC 117.10  
3313.81; 3313.811  
3315.15  
3329.10

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

## SMOKING ON DISTRICT PROPERTY BY STAFF MEMBERS

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

Recognizing these health issues, the Board prohibits smoking in all District-owned, leased or contracted buildings where routine or regular kindergarten, elementary, secondary or library services are offered to children.

The Board directs the Superintendent to educate all staff members concerning the mandate of this policy, as well as implementing, as appropriate, educational programming concerning smoking.

A notice to this effect is posted at the entrance to all school buildings.

[Adoption date: November 17, 2003]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.  
Goals 2000: Educate America Act; 20 USC 6081-6084  
ORC 3313.20  
OAC 3301-35-02; 3301-35-05

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

## PERSONNEL RECORDS

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

Additional exceptions are listed in Ohio Revised Code Section 149.43.

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

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

[Adoption date: November 17, 2003]

[Re-adoption date: March 21, 2011]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

## STAFF COMPLAINTS AND GRIEVANCES

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

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

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

[Adoption date: November 17, 2003]

LEGAL REFS.: ORC 4117.09; 4117.10

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

CONTRACT REF.: Teachers’ Negotiated Agreement

## EXTENDED GROUP HEALTH COVERAGE

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

### 1. Initial Notices

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

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

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

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

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

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

4. Early Retirement of Coverage

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

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

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

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

[Adoption date: November 17, 2003]

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



## VERIFICATION OF EMPLOYMENT ELIGIBILITY

The Board complies with all aspects of the Immigration Reform and Control Act. The Board delegates to the Treasurer 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: November 17, 2003]

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

CROSS REF.: AC, Nondiscrimination

## VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

### Completion of Form I-9

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

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

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

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

### Acceptable Documents for Verifying Employment Eligibility

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

#### LIST A

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

1. United States passport
2. Certificate of United States Citizenship (INS Form N-560 or N-561)
3. Certificate of Naturalization (INS Form N-550 or N-570)

4. Unexpired foreign passport which:
  - A. contains an unexpired stamp which reads “Processed for I-551. Temporary Evidence of Lawful Admission for Permanent Residence. Employment authorized” or
  - B. has attached thereto Form I-94 bearing the same name as the passport and contains an employment authorization stamp, provided that the period of endorsement has not expired and the proposed employment is not in conflict with any restrictions or limitations identified on Form I-94.
5. Alien Registration Receipt Card (INS Form I-151) or Resident Alien Card (INS Form I-551), provided that it contains a photograph of the bearer
6. Temporary Resident Card (INS Form I-688A)
7. Employment Authorization Card (INS Form I-688A)

#### LIST B

##### Documents Which Establish Identity

1. For individuals 16 years of age or older
  - A. State-issued driver’s license or state-issued identification card containing a photograph (If the driver’s license or identification card does not contain a photograph, identifying information should be included, such as name, date of birth, sex, height, color of eyes and address.)
  - B. school identification card with a photograph
  - C. voter’s registration card
  - D. United States military card or draft record
  - E. identification card issued by federal, state or local government agencies
  - F. military dependent’s identification card
  - G. Native American tribal document
  - H. United States Coast Guard Merchant Mariner card

- I. driver's license issued by a Canadian government authority
2. For individuals under age 16 who are unable to produce one of the documents listed above
  - A. school record or report card
  - B. clinic doctor or hospital record
  - C. day-care or nursery school record

## LIST C

### Documents Which Establish Eligibility

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

Note: This must be a card issued by the Social Security Administration  
(A facsimile, such as a metal or plastic reproduction, is not acceptable.)
2. an original or certified copy of a birth certificate issued by a state, county or municipal authority bearing an official seal
3. unexpired INS employment authorization
4. unexpired re-entry permit (INS Form I-327)
5. unexpired Refugee Travel Document (INS Form I-571)
6. certification of birth issued by the Department of State (Form FS-545)
7. certification of birth abroad issued by the Department of State (Form DS-1350)
8. United States Citizen Identification card (INS Form I-197)
9. Native American tribal document
10. identification card for use of Resident Citizen in the United States (INS Form I-179)

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

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

Preparation of Documents for Inspection

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

(Approval date: November 17, 2003)

## DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

[Adoption date: November 17, 2003]

[Re-adoption date: February 9, 2005]

LEGAL REFS.: Drug-Free Workplace Act of 1988; 41 USC 701 et seq.;  
20 USC 3474, 1221e-3(a)(1)  
Drug-Free Campus and Schools Act; 20 USC 3224(a)  
ORC 4123.01 et seq.  
4123.35  
4123.54

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

CONTRACT REF.: Teachers' Negotiated Agreement

## CRIMINAL RECORDS CHECK

The Board shall request from the Superintendent of the Bureau of Criminal Investigation (BCI) criminal records checks of all candidates under final consideration for employment or appointment in the District. The BCI criminal records checks include information from the Federal Bureau of Investigation (FBI), unless the individual can demonstrate that he/she has been a resident of the state for the preceding five years and has previously been subject to a BCI check, in which case only a FBI check is required.

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

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

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

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

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

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



## Volunteers

The District notifies current and prospective volunteers who have access to students that a criminal records check will be conducted.

An individual who has an offense on their BCI report will be allowed to volunteer as long as the following criteria are met:

1. Offense is not a “disqualifying offense” as per the Ohio Revised Code (RC).
2. Depending on the severity of the conviction and the amount of time in which the offense has been committed (5-20 years) as outlined in the RC.
3. If the individual’s offense has been committed beyond the stated time period, the individual will be responsible for obtaining a new BCI report, at their own expense, and it must be renewed every five years, at their own expense.

The decision of the Superintendent will be final.

## Contractors

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

[Adoption date: November 17, 2003]

[Re-adoption date: August 18, 2008]

[Re-adoption date: February 8, 2010]

[Re-adoption date: July 15, 2013]

[Re-adoption date: August 17, 2015]

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

ORC 109.57; 109.572; 109.575; 109.576

2953.32

3301.074

3314.19; 3314.41

3319.088; 3319.089; 3319.22; 3319.222; 3319.29; 3319.291

3319.303; 3319.311; 3319.313; 3319.315; 3319.39;

3319.391; 3319.392

3327.10

OAC 3301-83-06

CROSS REFS.: EEAC, School Bus Safety Program  
GBL, Personnel Records  
GCBB, Professional Staff Supplemental Contracts  
GCD, Professional Staff Hiring  
GCPD, Suspension and Termination of Professional Staff Members  
GDBB, Classified Staff Pupil Activity Contracts  
GDD, Classified Staff Hiring  
GDPD, Suspension, Demotion and Termination of Classified Staff Members  
IIC, Community Instructional Resources (Also KF)  
IICC, School Volunteers  
KBA, Public's Right to Know  
LEA, Student Teaching and Internships

## FAMILY AND MEDICAL LEAVE

The Board provides leave to eligible employees consistent with the Family Medical Leave Act (FMLA). Eligible employees are entitled to up to 12 workweeks (or 26 workweeks to care for a covered servicemember) of unpaid family and medical leave in a 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 reinstates the employee to the same or an equivalent position after the employee's return from leave.

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

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

[Adoption date: November 17, 2003]

[Re-adoption date: March 21, 2011]

[Re-adoption date: July 15, 2013]

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

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

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

## FAMILY AND MEDICAL LEAVE

### Eligibility

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

### Leave Entitlement

An eligible employee is allowed to take up to 12 workweeks of leave during a 12-month period. The District has chosen the following method to determine the 12-month period in which the 12 workweeks of leave entitlement occurs: a “rolling” 12-month period measured backward from the date any employee uses any FMLA leave.

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

### Types of Leave

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

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

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

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

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

#### Spouses Employed by the District

If spouses eligible for leave are both employed by the District, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to 12 weeks. If spouses eligible for leave are employed by the District, their combined amount of leave to care for a covered servicemember is limited to 26 weeks.

#### Intermittent and Reduced Leave

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

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

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

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

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

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

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

### Benefits

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

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

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

### Notice

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

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

### Certification

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

Upon the employee's return to work from FMLA leave occasioned by the employee's own serious health condition, the Board requires that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

### Reinstatement

When the employee returns from the leave, the Board reinstates the employee to the same or an equivalent position with equivalent benefits, pay, terms and conditions of employment. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

### Instructional Employees

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

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

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

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

(Approval date: November 17, 2003)

(Re-approval date: July 15, 2013)

(Re-approval date: August 17, 2015)



## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

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

### Confidentiality of Individually Identifiable Health Information

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

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

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

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

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

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

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

#### Privacy/Security Officer

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

#### Notice

The District shall distribute a Notice of Privacy Practices 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: November 17, 2003]

[Re-adoption date: March 15, 2004]

LEGAL REFS.:       45 C.F.R.  
                  ORC  9.01; 9.35  
                          149.41; 149.43  
                          1347.01 et seq.  
                          3317.061  
                          4113.23  
                  OAC  3301-35-03(A)(10)

CROSS REFS.:  KBA, Public's Right to Know  
                  HIPAA Manual

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 Brenda Schwamberger, Treasurer, at (419) 687-4733.

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 not part of the information that you would be permitted to inspect and copy or
5. is accurate and complete.

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

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

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

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

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

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

Complaints. If you believe your privacy rights have been violated, you may file a complaint with the District. To file a complaint, please contact Brends Schwamberger, Treasurer, Plymouth-Shiloh Local School District, Plymouth, Ohio, (419) 687-4733.

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

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

## PROFESSIONAL STAFF POSITIONS

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

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

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

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

[Adoption date: November 17, 2003]

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



PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS  
(Teachers)

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

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

Teacher Contracts

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

The basic types of contracts are as follows:

1. Limited Contract

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

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

The Board may, acting on the Superintendent's written recommendation that the teacher not be re-employed, not renew a limited contract so long as evaluation procedures have been completed in compliance with law. The Board must give the teacher written notice of its intent not to re-employ on or before June 1.

2. Extended Limited Contract

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

3. Continuing Contract

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

A continuing contract may be issued to eligible teachers who:

- A. Hold a professional, permanent or life teaching certificate or
- B. Any teacher who was initially issued a teacher's certificate or educator's license prior to January 1, 2011 who meets the following conditions:
  - 1) Holds a professional educator license or a senior professional educator license or lead professional educator license;
  - 2) Has completed the applicable one of the following:
    - a. If the teacher did not hold a master's degree at the time of initially receiving the license, 30 semester hours of course work are required in the area of licensure or in an area related to teaching since the initial issuance of the license.
    - b. If the teacher held a master's degree at the time of initially receiving his/her license, six semester hours of graduate course work are required in the area of licensure or in an area related to teaching since the initial issuance of the license.
- C. Any teacher who never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011 who meets the following conditions:
  - 1) Holds a professional educator license or a senior professional educator license or lead professional educator license;
  - 2) Has held an educator license for at least seven years;
  - 3) Has completed the applicable one of the following:
    - a. If the teacher did not hold a master's degree at the time of initially receiving an educator license, 30 semester hours of course work in the area of licensure or an area related to the teaching field since the issuance of the license.

- b. If the teacher held a master's degree at the time of initially receiving his/her license, six semester hours of graduate course work are required in the area of licensure or in an area related to teaching since the initial issuance of the license.

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

If the Board rejects the recommendation for re-employment of the teacher, the Superintendent may recommend re-employment of the teacher under an extended limited contract for a term not to exceed two years, if continuing service status has not previously been attained elsewhere. Written notice of the Superintendent's intention to make such a recommendation must be given to the teacher with reasons directed at the professional improvement of the teacher on or before June 1. Upon subsequent re-employment of the teacher, only a continuing contract may be entered into.

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

The Board declares its intention not to re-employ the teacher by giving the teacher written notice on or before June 1. If evaluation procedures have not been completed in compliance with law or if the Board fails to give the teacher written notice of its intent not to re-employ by the aforementioned date, the teacher is re-employed under an extended limited contract for a term not to exceed one year at the same salary plus any increment provided by the salary schedule.

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

[Adoption date: November 17, 2003]

[Re-adoption date: July 15, 2013]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS  
(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 and a written copy is given to the administrator no later than the end of the administrator's contract year as defined by his/her salary notice.

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

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

Before June 1, any administrator whose contract expires at the end of the school year is notified by the Board of the date on which the contract expires and of the individual's right to request a meeting with the Board in executive session to discuss the reasons for considering renewal or nonrenewal of his/her contract. Also prior to June 1 of the year in which the employment contract expires, any administrator whom the Board intends to nonrenew receives written notification of the Board's intent not to re-employ.

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

[Adoption date: November 17, 2003]

[Re-adoption date: July 15, 2013]

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

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

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS  
(Administrators)

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

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

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

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

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

(Approval date: November 17, 2003)

(Re-approval date: July 15, 2013)

## PROFESSIONAL STAFF SALARY SCHEDULES

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

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

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

[Adoption date: November 17, 2003]

LEGAL REFS.: ORC 3317.13; 3317.14  
3319.12

CONTRACT REF.: Teachers' Negotiated Agreement



## PROFESSIONAL STAFF SUPPLEMENTAL CONTRACTS

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

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

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

The Board directs the Superintendent/designee to identify those supplemental contract positions that supervise, direct or coach student activity programs that 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 and State law.

[Adoption date: November 17, 2003]

[Re-adoption date: March 21, 2011]

[Re-adoption date: July 15, 2013]

LEGAL REFS.: ORC 3313.53; 3313.539  
3319.08; 3319.11; 3319.111; 3319.303; 3319.39  
3707.52  
OAC 3301-20-01  
3301-27-01

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

CONTRACT REF.: Teachers' Negotiated Agreement

Plymouth-Shiloh Local School District, Plymouth, Ohio

PROFESSIONAL STAFF FRINGE BENEFITS

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

[Adoption date: November 17, 2003]

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

CROSS REF.: EI, Insurance Management

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL STAFF LEAVES AND ABSENCES

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

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

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

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

[Adoption date: November 17, 2003]

[Re-adoption date: March 21, 2011]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL STAFF LEAVES AND ABSENCES

### Military Leave

Any employee who leaves a position in this school system to serve in the armed forces, or auxiliary thereof, organized to serve during a period of war declared by the Congress and/or national emergency, upon being honorably discharged from such service shall resume the contract status held prior to entering military service, subject to passing satisfactorily a physical examination. Such contract status shall be resumed in accordance with Federal law. The term "armed services" shall be construed according to the definition thereof as provided in Section 5910.01(C), Revised Code of Ohio.

Permanent public employees who are called to active duty are entitled to a leave of absence from their respective positions without loss of pay for the time they are performing service for periods of up to one month, for each calendar year in which they are performing service in the uniformed services. For time served in excess of one month, for each calendar year, because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform duty issued by the governor pursuant to Section 5919.29 of the Ohio Revised Code is entitled, during the period designated in the order or act a leave of absence and to be paid during each monthly pay period the lesser of the following:

1. The difference between the employees gross monthly wage and the sum of the employee's gross uniformed pay
2. Five hundred dollars

During the leave of absence, health benefits may be continued through COBRA if not provided by the military. For purpose of seniority and placement on the salary schedule, years of absence in the service of the armed formed are to be counted as though service had been performed during such time. However, sick, personal and vacation leave is not accumulated during the period of unpaid military leave.

The employee shall submit the published order authorizing the call or order to the uniformed services prior to being credited with the leave.

(Approval date: June 8, 2004)

## PROFESSIONAL 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 professional staff members employed on a 12-month basis (260 workdays per year) are expected to work during the recess periods of the school year.

[Adoption date: November 17, 2003]

LEGAL REFS.: ORC 3313.20; 3313.63

## PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

The Superintendent shall accumulate the amount of vacation provided in his/her employment contract. For this purpose a year of employment shall begin August 1st and end the following July 31st shall be used by the following December 31st or lost provided, however, that the Superintendent may accumulate vacation up to three years before losing it. Upon separation from employment the Superintendent shall be entitled to payment in cash for all accrued but unused vacation at his/her per diem rate.

The Treasurer shall accumulate the amount of vacation provided in his/her employment contract. For this purpose the year of employment will begin August 1st and end July 31st. Vacation accrued each calendar year shall be used no later than December 31st of the following calendar year except that vacation may be accumulated up to 75 days. Upon separation from employment the Treasurer shall be entitled to payment in cash for all accrued but unused vacation at his/her per diem rate.

(Approval date: November 17, 2003)

(Re-approval date: August 17, 2015)

## PROFESSIONAL STAFF RECRUITING

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

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

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

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

[Adoption date: November 17, 2003]

LEGAL REF.: OAC 3301-35-03

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

## PROFESSIONAL STAFF HIRING

The Superintendent determines the District's personnel needs and recommends to the Board highly 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 or by another individual designated by the Board in the event that the Superintendent's nomination would create an unlawful interest in a public contract.
4. No candidate is hired without an interview and a criminal records check.
5. All candidates are considered on the basis of their merits, qualifications and the needs of the District. In each instance, the Superintendent and others having a role in the selection process seek to recommend the best qualified applicant for the job.
6. All candidates for teaching positions must meet the Ohio Department of Education's standards of highly qualified teacher (HQT).

While the Board may accept or reject a nomination, an appointment is valid only if made with the recommendation of the Superintendent or by another individual designated by the Board in the event that the Superintendent's nomination would create an unlawful interest in a public contract. In the case of a rejection, it is the duty of the Superintendent to make another nomination.



### Employment of Retired Administrators

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

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

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

### Rehiring of Retirees

If an employee is retiring and seeks re-employment in the same position, then 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: November 17, 2003]

[Re-adoption date: January 13, 2014]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.  
Fair Credit Reporting Act; 15 USC 1681 et seq.  
ORC 2921.42  
3307.01; 3307.353  
3313.53  
3319.02; 3319.07; 3319.08; 3319.11; 3319.22 through 3319.31;  
3319.39  
3323.06  
OAC 3301-35-05; 3301-35-06  
3307.1-13-03

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

## PROFESSIONAL STAFF HIRING

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

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

10. Previously retired administrators are entitled to all benefits available to administrative employees, unless otherwise limited by contract or the specific provisions of this regulation.
11. Previously retired administrators return to employment with no sick leave balance, but may accumulate sick leave once re-employed.

(Approval date: November 17, 2003)

## PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

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

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

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

[Adoption date: November 17, 2003]

LEGAL REFS.: ORC 3317.13  
3319.08; 3319.10; 3319.13

## PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

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

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

### 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: November 17, 2003]

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

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL STAFF TIME SCHEDULES

### Administrators

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

### Teachers

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

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

[Adoption date: November 17, 2003]

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

CROSS REF.: ICA, School Calendar

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL STAFF MEETINGS

### Meetings

Faculty and committee meetings shall be scheduled by the administrators for the purpose of strengthening the staff and reviewing and up-grading the educational program of the schools.

Such meetings shall be considered a part of the teacher's contract, but sufficient advance notice shall be given of the meeting and the frequency of such meetings shall be planned to avoid placing undue hardship on faculty members.

[Adoption date: November 17, 2003]

## PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

All employees shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties. In light of their impact upon the lives of students and in keeping with the breadth of experience and depth of training which they possess, opportunities for the professional staff shall be especially rich and varied.

The Superintendent shall provide the staff with opportunities in areas such as the following:

1. Visits to other classrooms and other schools.
2. Conferences involving other personnel from the District, county, state, region, or nation.
3. Membership on committees drawing personnel from such sources.
4. Training in classes and workshops offered within the District.
5. Compensation for mileage, parking, registration fees for required attendance to meetings, adoptions, and workshops is approved as per Negotiated Agreement.

For purposes of reimbursement, original documentation must be presented.

6. In addition, the Superintendent shall have the authority to approve all expenses that he/she deems appropriate for professional growth and development activities incurred by employees who are not members of the bargaining unit, subject to such limitations as provided by law.

[Adoption date: November 17, 2003]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

Plymouth-Shiloh Local School District, Plymouth, Ohio



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

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

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

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

### Credentialed Evaluators

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

### Effectiveness Rating

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

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

### Teacher Performance Calculation

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

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

### Student Growth Calculation

For the purpose of this policy, student growth means the change in student achievement for an individual student between two or more points in time. Student growth is evaluated by a combination of: (1) Value-added data or an alternative student academic progress measure if adopted under RC 3302.03(C)(1)(e); (2) ODE-approved assessments and/or (3) Board-determined measures. When available, value-added data or an alternative student academic progress measure if adopted under RC 3302.03(C)(1)(e) shall be included in the multiple measures used to evaluate student growth in proportion to the part of the teacher's schedule of courses or subjects for which the value-added progress dimension is applicable.

Until June 30, 2014, if a teacher's schedule is comprised only of courses or subjects for which value-added data is applicable, the majority of the student academic growth factor of the evaluation shall be based on the value-added progress dimension. On or after July 1, 2014, the entire student academic growth factor of the evaluation for such teachers shall be based on the value-added progress dimension.

Students with 45 or more excused or unexcused absences during the full academic year will not be included in the calculation of student academic growth. Data from Board-determined multiple measures will be converted to a score of: (1) Above, (2) Expected or (3) Below student growth levels.

### Professional Growth and Improvement Plans

Teachers meeting above-expected levels of student growth must develop professional growth plans and choose their credentialed evaluators from the Board-approved evaluator list.

Teachers meeting expected levels of student growth must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list.

Teachers meeting below-expected levels of student growth must develop an improvement plan with their credentialed evaluators. The Superintendent/designee assigns credentialed evaluators to teachers meeting below-expected levels of student growth.

### Evaluation Time Line

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

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

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

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

#### Testing for Ineffective Teachers in Core Subjects

Beginning with the 2015-2016 school year, teachers of core subject areas, as defined by State law, who have received a rating of Ineffective for two of the three most recent school years must register for and take all written examinations of content knowledge selected by ODE.

#### Retention and Promotion

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

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

#### Poorly Performing Teachers

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

#### Professional Development

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

[Adoption date: November 17, 2003]  
[Re-adoption date: March 21, 2005]  
[Re-adoption date: June 24, 2013]  
[Re-adoption date: January 13, 2014]  
[Re-adoption date: September 22, 2014]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF PROFESSIONAL STAFF  
(Administrators Both Professional and Classified)

The Superintendent institutes and maintains a comprehensive program for the evaluation of administrative personnel. Administrative personnel are all persons issued contracts in accordance with the Ohio Revised Code. Evaluations should assist administrators in developing their professional abilities in order to increase the effectiveness of District management.

The purpose of administrator evaluations is to assess the performance of administrators, to provide information upon which to base employment and personnel decisions and to comply with State law. All administrators are evaluated annually. In the year an administrator's contract does not expire, the evaluation is completed by the end of 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 June 1 and prior to any Board action on the employee's contract. A written copy of the preliminary evaluation is given to the administrator at this time. Evaluations are considered by the Board in determining whether to re-employ administrators.

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

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

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

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

Ohio Principal Evaluation System (OPES)

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

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

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

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

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

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

[Adoption date: November 17, 2003]

[Re-adoption date: March 21, 2005]

[Re-adoption date: June 24, 2013]

[Re-adoption date: January 13, 2014]

LEGAL REFS.: ORC 3319.02; 3319.03; 3319.04; 3319.111; 3319.16; 3319.17; 3319.171;  
3319.22  
OAC 3301-35-05

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

EVALUATION OF PROFESSIONAL STAFF  
(Administrators Both Professional and Classified)

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

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

7. All evaluation criteria, procedures and written job descriptions are reviewed annually by the Superintendent/designee and revised as necessary.

(Approval date: November 17, 2003)

(Re-approval date: June 24, 2013)



## EVALUATION OF SCHOOL COUNSELORS

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

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

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

### Effectiveness Rating

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

### Evaluation Time Line

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

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

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

### Professional Growth and Improvement Plans

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

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

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

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

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

### Retention and Promotion

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

### Poorly Performing Counselors

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

### Professional Development

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

[Adoption date: September 26, 2016]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement



REDUCTION IN PROFESSIONAL STAFF WORKFORCE

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

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

[Adoption date: November 17, 2003]

[Re-adoption date: December 19, 2005]

LEGAL REFS.: ORC 3319.081; 3319.17; 3319.171; 3319.172

CONTRACT REF.: Teachers' Negotiated Agreement

REDUCTION IN PROFESSIONAL STAFF WORKFORCE  
(Administrators Both Professional and Classified)

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

1. To the extent possible, the number of staff members affected by a reduction in force will be minimized by not employing replacements for staff members who retire, resign or whose contracts are not renewed for reasons other than reduction in force.
2. Reductions needed beyond those resulting from attrition are made by suspending or nonrenewing contracts. Those contracts to be suspended are chosen as follows.
  - A. All staff members 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 staff members with continuing contracts and secondly to seniority.
  - C. If two or more staff members have the same length of continuous service, seniority will be determined by:
    - 1) the date of the Board meeting at which the staff member was hired;
    - 2) next, by the date on which the staff member signed his/her initial contract in the District (in the event two or more staff members were hired on the same date) and
    - 3) then, the date on which the staff member submitted the first completed job application within the two-year period preceding the effective date of the staff member's first 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 staff members 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. Staff members on the recall list have the following rights.
  - A. No new staff members will be employed by the Board while there are staff members on the recall list who are certificated/licensed to fill the vacancy.

- B. Staff members on the recall list are recalled in order of seniority for vacancies in areas for which they are certificated/licensed.
- C. If a vacancy occurs, the Board will send an announcement via certified mail to the first known address of all staff members on the recall list who are qualified according to these provisions. It is the staff member's responsibility to keep the Board informed of his/her current address. All staff members 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 staff member who fails to accept the position within seven calendar days forfeits all recall rights.
- D. A staff member 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 staff member on the recall list who is unemployed and does not otherwise have group insurance coverage available may continue to participate for up to 18 months in those benefits which are provided to in active employment, provided that the staff member pays 102% for such benefits.

(Approval date: November 17, 2003)

## RESIGNATION OF PROFESSIONAL STAFF MEMBERS

Any professional staff member who has a contract effective for the next school year is permitted to resign prior to July 10 preceding that year. After that time, the consent of the Board must be given before a staff member may resign his/her position. A teacher 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: November 17, 2003]

LEGAL REFS.: ORC 3319.02; 3319.15



## SEVERANCE PAY

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

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

[Adoption date: November 17, 2003]

[Re-adoption date: November 16, 1009]

LEGAL REFS.: ORC 9.90  
124.39

CONTRACT REF.: Teachers' Negotiated Agreement

## SEVERANCE PAY

1. Board policy states: “Severance pay will be granted for all school employees when retiring from the Plymouth-Shiloh Local Schools.”

2. Eligibility:

Eligibility for severance pay shall be determined as the final date of employment. The criteria are:

- A. The employee retires from the District.
- B. Retirement shall be defined as disability or service retirement under the State Teachers Retirement System (STRS), or the School Employees Retirement System (SERS).
- C. The employee must be eligible for disability or service retirement as of his/her last day of employment with the District.
- D. The employee must within 120 days of the last day worked, or on paid sick leave, or on paid vacation leave, prove acceptance into the retirement system by having received and cashed his/her first retirement check. For the purpose of this section, "last day worked, or on paid sick leave, or on paid vacation leave" shall be defined as last day paid prior to the effective date of the disability retirement, or service retirement.
- E. The employee must have not fewer than 10 years of service with the District, the state of Ohio, or its political subdivisions.
- F. When presenting proof that the employee has received and cashed his/her first retirement check the employee must sign a form provided by the Board certifying that all the above criteria has been met, and requesting payment of severance pay.

3. Benefit Calculation:

The severance pay benefit shall be calculated according to the following:

- A. Multiply the employee's accrued but unused sick leave in accordance with the following table:

<u>School Year</u>	<u>Maximum Severance Pay Percentage</u>	<u>Accrued Sick Leave Days</u>	<u>Maximum Severance Days</u>
2005/2006	27.14%	280	76
2006/2007	26.74%	288	77
2007/2008	26.35%	296	78
2008/2009	25.99%	304	79
2009/2010	25.64%	312	80
2010/2011	25.31%	320	81
2011/2012	25.00%	328	82
2012/2013	24.70%	336	83
2013/2014	24.42%	344	84
2014/2015	24.15%	352	85
2015/2016	23.89%	350	86

- B. Multiply the product times the per-diem rate of pay appropriate for that individual's placement on the appropriate salary schedule.
- C. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

4. Payment of severance pay shall be at the time of retirement after all requirements of eligibility have been met.

(Approval date: November 17, 2003)

(Re-approval date: November 16, 2009)

## SUSPENSION AND TERMINATION OF PROFESSIONAL STAFF MEMBERS

### Suspension

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

### Termination

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

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

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

[Adoption date: November 17, 2003]

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

CROSS REF.: GBQ, Criminal Records Check

CONTRACT REF.: Teachers' Negotiated Agreement

## NONSCHOOL EMPLOYMENT BY PROFESSIONAL STAFF MEMBERS

The Board or the administrators of the District shall not interfere with the nonschool employment of staff members, unless such employment is illegal or otherwise detrimental to the good order of the school system.

The primary concern of the Board is fulfillment of the teaching contract and assignment. When outside employment interferes with such obligation, the matter shall be brought to the attention of the employee for correction.

[Adoption date: November 17, 2003]

## 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: November 17, 2003]

## PROFESSIONAL ORGANIZATIONS

Membership in any professional organization shall not be a requirement of employment; however, such membership is encouraged for the promotion of professional growth and improvement of education in the District.

[Adoption date: November 17, 2003]

## CLASSIFIED STAFF POSITIONS

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

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

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

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

[Adoption date: November 17, 2003]

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



## CLASSIFIED STAFF CONTRACTS AND COMPENSATION PLANS

### Contracts

All newly hired, regular classified staff employees, including regular hourly rate and per-diem employees, enter into written contracts for their employment, which are for a period of not more than one year. If such employees are rehired at the end of their first contracts, their subsequent contracts are for periods of two years.

If the contract of an employee is renewed after the expiration of the two-year contract, the employee receives a continuing contract. The salary provided in the contract may be increased but not reduced unless such reduction is a part of a uniform plan affecting the classified staff employees of the entire District.

### Compensation Plans

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

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

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

[Adoption date: November 17, 2003]

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

CROSS REF.: GDB, all subcodes (relating to compensation)

## 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 120 days in a workyear 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: November 17, 2003]

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

## CLASSIFIED STAFF CONTRACTS AND COMPENSATION

### In General

All boards of education receiving state foundation program funds under ORC Chapter 3317 are required to adopt a salary schedule for nonteaching employees. Each board is also required to prepare job classifications for nonteaching employees.

### Notice of Job Classification and Pay Scale

All nonteaching employees are to be notified of the classification to which they are assigned and the salary for the classification. Compensation for like positions must be uniform except as affected by increments based on length of service.

### Placement on the Salary Schedule

All nonteaching employees new to the District shall be placed on the zero step of the salary schedule or as otherwise determined by the Superintendent with Board approval. A nonteaching employee who transfers to a different classification shall:

Either

1. Be placed at the step equal to his/her years of service

Or

2. Be placed at the step which insures the employee receives the same hourly rate.

With The Following Determination

3. The employee's placement on the salary schedule shall be determined by whichever alternative list above in #1 or #2 is less.

(Approval date: November 17, 2003)

## CLASSIFIED STAFF PUPIL ACTIVITY CONTRACTS

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

Nonlicensed/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 nonlicensed/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 (SBOE). The Board may terminate or suspend the pupil activity contract if this permit is suspended, revoked or limited by the SBOE.

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

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

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

[Adoption date: March 21, 2011]

[Re-adoption date: July 15, 2013]

LEGAL REFS.: ORC 3313.18; 3313.53; 3313.539  
3319.081; 3319.083; 3319.303, 3319.39  
3707.52  
OAC 3301-20-01  
3301-27-01

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

CONTRACT REF.: Classified Staff Negotiated Agreement

[Adoption date: March 21, 2011]

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

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

CLASSIFIED STAFF FRINGE BENEFITS

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

The benefits extended to eligible 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.

[Adoption date: November 17, 2003]

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

CROSS REF.: EI, Insurance Management



## 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: November 17, 2003]

[Re-adoption date: March 21, 2011]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2601 et seq.  
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.  
ORC 124.38 through 124.39  
3313.20; 3313.211  
3319.13; 3319.141; 3319.142; 3319.143

CROSS REFS.: GBR, Family and Medical Leave  
GDB, Classified Staff Contracts and Compensation Plans

## CLASSIFIED STAFF LEAVES AND ABSENCES

### Absences

Absences with pay shall be granted only as provided by Board policy and regulations. All staff absences must be reported by the building principal to the Superintendent five days prior to the actual day of pay. The Superintendent shall certify the payment or deduction for such absences to the Treasurer of the Board and will require proof of cause for any absence of more than five consecutive days.

Sick leave shall accumulate at the rate of 15 days per year to a maximum of 360 days. However, they may be used only as provided by Board policy.

At such time as an employee adds an additional job to their current employment, or assumes a new position, the amount of sick leave to transfer to the new or added position(s) will be calculated as follows:

1. The existing sick leave balance (in days) will be multiplied by the number of daily hours in the employee's current position.
2. The result of "1" will be divided by the total number of daily hours for all positions of the employee's new or added contract(s).
3. The result of "2" will become the number of sick days the employee has available.

Deductions for unexcused absences shall be the quotient of total salary divided by the contractual days due for each day of such absences. If an absence slip is not submitted by the employee, the employee will automatically be docked for the period of absence. Chronic or excessive absenteeism may be subject to review and may be required to furnish a statement from his/her attending physician for each absence, and may result in disciplinary action up to and including termination.

### Personal Illness (Changed to sick leave)

Absence with pay shall be granted for personal illness to each employee for the number of days earned sick leave.

All regular employees new to the system who do not have sick leave days accumulated from other public services may be advanced five days of their allotted 15 days, to be paid back from the employee's sick leave accumulation.

Each employee may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to others, and for absence due to illness, injury, or death in the member's immediate family.

If medical attention has been necessary during the period of sick leave, the member's statement shall list the name and address of the attending physician and the dates when he/she was consulted.

Family Illness (Charged to sick leave)

Sick leave may be used for absence due to serious illness in the immediate family. Immediate family is construed to mean: children, husband, wife, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law or a close relative or guardian with whom employee has lived as a de facto member of immediate family.

Any employee who uses more than five consecutive school days due to personal illness or family illness will provide the principal the name and address of their physician or dentist, a doctor's excuse and will indicate the approximate date the absent employee will be able to return to employment. In the event of a serious illness, a representative of the employee can supply the needed information to the principal.

Bereavement (Charged to sick leave)

Sick leave may be used for absence due to death in the immediate family: husband, wife, children or other relatives or guardian living in the member's household. A maximum of five days may be used for other members of the immediate family: father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law or a close relative or guardian with whom member has lived as a de facto member of immediate family. Additional days may be approved by the Superintendent.

Notification of accumulated sick leave will be reported annually and may be part of the payroll check stub information.

Personal Leave Absences (Not charged to sick leave)

Upon written request to the building principal and approval of the Superintendent each member employed by the Board shall be granted, without loss of contract pay, a maximum of three personal leave days each school year without the member indicating the reasons on the prescribed form. These days will be noncumulative and will be granted so long as duties can be covered. Personal days may not be used during the last 10 student days of the school year unless the form was submitted three weeks prior to the leave request date. Leave for personal business may not be used for gainful employment.

At the end of each fiscal year, or upon severance from service with the District, all unused personal leave from said fiscal year shall be converted to sick leave up to the total allowed in Section 301-A.

Professional Purposes (Not charged to sick leave)

Two days absence with pay shall be granted for attendance at professional meetings that are determined by the Superintendent to be related to the job requirements of the employee and are of potential value to the employee's job performance. The Superintendent may grant days in excess of two for meetings that exceed two days.

Association Meetings and Conferences (Not charged to sick leave)

One delegate from the Board's accepted employee professional organization will be permitted attendance during their annual State Conference Meeting, without pay deduction, with the understanding that adequate arrangements can be made to take care of the employee's regular responsibility. This time permitted will be no more than five days.

Jury Duty and Court Appearances (Not charged to sick leave)

An employee who is summoned for jury duty or a court appearance shall be granted leave in accordance with this section for the specific day(s) summoned. Court appearances due to situations arising out of the employee's employment, which are not a result of school-related events, should be covered by personal leave, vacation or dock days. The member's compensation for said leave shall be with pay if the compensation received from the court for the services performed is remitted to the Board.

A copy of the subpoena, court order, jury order, and compensation received must be presented to the Superintendent in order to receive approval of pay.

Conditions

All personal leave days without pay deduction must receive prior approval, and all efforts will be made not to request days off the day before or after a holiday. Falsification or abuse of sick leave shall be grounds for disciplinary action, including termination.

Leave of Absence

Upon the written request of a full-time classified staff school employee, the Board may grant a leave of absence for a period of not more than two consecutive school years for educational, professional or other purposes. The Board shall grant such leave where illness or other disability is the reason for the request. (Upon subsequent request, such leave may be renewed by the Board.) Without request, a Board may grant a similar leave of absence and renewals thereof to any teacher, or regular nonteaching school employee because of physical or mental disability, but such employee may have a hearing on such unrequested leave of absence or its renewals in accordance with the same procedure outlined for termination.

Upon the return to service at the expiration of a leave of absence, the employee resumes the contract status that he/she held prior to such leave.

(Approval date: November 17, 2003)

(Re-approval date: June 8, 2004)

(Re-approval date: January 3, 2011)

(Re-approval date: July 16, 2012)

## CLASSIFIED STAFF VACATIONS AND HOLIDAYS

### Vacation Leave

For the purpose of this policy, a “full-time employee” is defined as one who is in service for not less than eleven months in a calendar year.

For the purpose of this policy "anniversary date" shall mean the first date of employment as a regular employee in the employee's current position or any other position with the Board which earns vacation leave.

Each full-time employee of the Board, except the Superintendent, the Treasurer, superintendent's administrative assistant, transportation supervisor, and building and maintenance supervisor and those covered by a collective bargaining agreement, including hourly and per-diem employees shall be entitled, after one year of service, to two weeks paid vacation per year excluding legal holidays. Employees continuing in the employ of the Board for 10 or more years of service shall upon completion of such service be entitled to three weeks paid vacation per year excluding legal holidays. Employees continuing in the employ of the Board for 20 or more years of service, shall upon completion of such service be entitled to four weeks paid vacation per year excluding legal holidays. Upon separation from employment, a nonteaching employee shall be entitled to payment in cash for all accrued but unused vacation at his/her per-diem rate prorated from the employee's anniversary date. All vacation shall be taken at such times as are approved by the employee's immediate supervisor. It shall be the responsibility of the employee's immediate supervisor to ensure that all subordinate employees use all accrued vacation time prior to December 31 for all time accrued during the previous fiscal year, July 1, June 30.

[Adoption date: November 17, 2003]

## CLASSIFIED 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 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 that 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 staff members upon the recommendation of the Superintendent or as determined by the negotiated agreement.

### Rehiring of Retirees

If an employee is retiring and seeks re-employment in the same position, then 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: November 17, 2003]

[Re-adoption date: January 13, 2014]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.  
Fair Credit Reporting Act; 15 USC 1681 et seq.  
ORC Chapter 124  
3309.345  
3319.031; 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 Records Check  
GCD, Professional Staff Hiring

CONTRACT REF.: Classified 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. Other privileges and benefits may be provided to regularly employed part-time employees.

[Adoption date: November 17, 2003]

LEGAL REFS.: ORC 124.27  
3319.081; 3319.141

## 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: November 17, 2003]

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: November 17, 2003]

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

CROSS REF.: GBQ, Criminal Records Check

CLASSIFIED STAFF EXTRA DUTY

All classified staff extra duty must be approved by the Superintendent. Employees who work a total of 40 hours a week shall be deemed as completing a standard workweek. When an employee is required to work in excess of 40 hours or on a holiday, he/she must be paid at the rate of time and one-half or be granted compensatory time off. A cap of 160 actual hours worked or 240 overtime hours claimed shall be placed on compensatory time off. Determination of time and one-half or compensatory time shall be at the discretion of the Superintendent or his/her designee.

[Adoption date: November 17, 2003]

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

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

CLASSIFIED STAFF EXTRA DUTY

1. Hours worked means all hours during which the individual is required to be on duty. This is generally from the required starting time to normal quitting time.
  - A. Meal periods do not count as hours worked unless the individual is required to perform work duties during the meal period.
  - B. Break periods of 20 minutes or less count as work time.
  - C. Hours for which an employee is compensated for sick leave, but during which he/she does not actually work, are not computed as “hours worked” for the purposes of determining overtime eligibility.
2. Individuals who begin work earlier or work later than their assigned hours must receive prior authorization from their immediate supervisor.
3. Individuals who work more than 40 hours during any workweek may be awarded compensatory time off. Compensatory time is awarded at the rate of one and one-half hours for each hour of overtime worked.
  - A. Compensatory time may be accrued up to 240 hours (160 overtime hours). The employee is compensated for time worked beyond this maximum accrual at the rate of one and one-half times his/her normal hourly rate of pay.
  - B. Efforts are made to permit the use of compensatory time as the time mutually agreed upon by the employee and his/her supervisor. When the employee’s absence would unduly disrupt the District’s operations, the District retains the right to postpone compensatory time usage.
  - C. Individuals with unused compensatory time who are terminated or who terminate their employment are paid for unused compensatory time according to the following:
    - 1) The rate of compensation is not less than the average regular rate received by the employee during the last three years of his/her employment or the final regular rate received by the employee, whichever is higher.
4. Employees covered by this policy are required to complete a daily time record showing actual hours worked. Failure to maintain or falsification of such records may be grounds for disciplinary action.

(Approval date: November 17, 2003)

## CLASSIFIED STAFF DEVELOPMENT OPPORTUNITIES

Classified staff training and development are 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: November 17, 2003]

LEGAL REF.: OAC 3301-35-03

## CLASSIFIED STAFF DEVELOPMENT OPPORTUNITIES

All employees shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties. In light of their impact upon the lives of students and in keeping with the breadth of experience and depth of training which they possess, opportunities for the classified staff shall be especially rich and varied.

The Superintendent shall provide the staff with opportunities in areas such as the following:

1. Visits to other schools.
2. Conferences involving other personnel from the District, county, state, region, or nation.
3. Membership on committees drawing personnel from such sources.
4. Training in classes and workshops offered within the District.
5. Compensation for mileage, parking, registration fees for required attendance to meetings, adoptions, and workshops as approved by the Superintendent.

For purposes of reimbursement, original documentation must be presented.

6. In addition, the Superintendent shall have the authority to approve all expenses that he/she deems appropriate for professional growth and development activities incurred by employees who are not members of the bargaining unit, subject to such limitations as provided by law.

(Approval date: November 17, 2003)

## EVALUATION OF CLASSIFIED STAFF

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

The Superintendent establishes a continuing program of performance evaluation for the 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 or in accordance with the Negotiated Agreement and/or State law.

[Adoption date: November 17, 2003]

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



## REDUCTION IN CLASSIFIED STAFF WORKFORCE

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 State law and in the negotiated agreement govern the rights of employees affected by the reduction.

[Adoption date: November 17, 2003]

[Re-adoption date: December 19, 2005]

LEGAL REFS.: ORC 124.32; 124.321  
3319.172  
4141.29

## REDUCTION IN CLASSIFIED STAFF WORKFORCE

### General

Whenever any regular nonteaching position is abolished, or, in the opinion of the Board, made unnecessary, or the person holding such position is laid off, the procedure outlined in this regulations is followed.

### Displacement

1. The Superintendent recommends suspension of contract to the Board within each active job classification affected by giving preference to employees on continuing contracts and second preference to employees who have greater continuous service.
2. All employees with identical continuous service and qualifications under this procedure are transferred, suspended and restored in accordance with the administrative preference.
3. If an employee's job classification seniority permits and such employee has the present ability and qualifications to perform in another position, the employee(s) affected by the layoff are allowed to move to a lower-rated classification in the following successive manner.
  - A. Fill any available vacancy in the same classification provided he/she is physically qualified for such position.
  - B. Displace the least senior employee in the same classification provided he/she is physically qualified for such position.
  - C. If unable to displace another employee under B above, then utilizing in-series cumulative seniority to displace another employee in a lower-rated classification whether or not such employee previously held such classification under contract if the lower-rated classification is one of a series utilizing in-series cumulative seniority.
  - D. If unable to displace another employee under B or C above, displace the least senior employee in a classification last held under contract utilizing cumulative seniority provided he/she is physically qualified for such position and currently possesses any required certificates, permits or licenses required for such position.

4. For purposes of this reduction-in-force policy only, part-time positions are those positions which are normally scheduled four hours or less per day.
5. No employee currently classified as a part-time employee in any classification is permitted to exercise displacement rights over an employee currently scheduled to work more than four hours per day.
6. Job Classification and Series:
  - A. Series I      Aides  
Teacher  
Playground  
Study Hall  
Special Education
  - B. Series II      Food Service  
Cafeteria Supervisor  
Food Service Worker - Full-time  
Food Service Worker - Part-time
  - C. Series III      Maintenance  
Maintenance Supervisor  
Maintenance  
Custodian
  - D. Series IV      Lighthouse  
Director  
Secretary  
Site Coordinator(s)  
Assistant Site Coordinator(s)
  - E. Series V      Transportation  
Transportation Supervisor  
Bus Drivers  
Bus Driver's Aide
  - F. Series VI      Mechanic  
Mechanic
  - G. Series VII      Fiscal Office  
Administrative Assistant(s)

- H. Series VIII Secretarial  
Administrative Assistant  
High School Principal's Secretary(s)  
Middle School Principal's Secretary  
Elementary Principal's Secretary(s)  
All other Secretary - Part-time

7. If any employee displaces another employee as a result of utilizing procedures set forth herein, the displaced employee's contract is suspended and he/she is permitted to exercise the rights of this section.
8. In the event an employee does not desire to take any classification to which he/she may be entitled to under any of the above subsections, he/she is not eligible for recall as set forth herein.

Recall

1. Employees whose contracts have been suspended have the right to restoration of their contract in the reverse order of the suspension of their contracts in the period of 24 calendar months after the affected date of suspension of their contract.
2. Employees who wish restoration keep their current address on file with the Treasurer of the Board. Employees who do not respond to a restoration notice for five school days or 15 calendar days, when school is not in session after receipt of notice by certified mail (or if such notice is returned and undeliverable), forfeit all rights for restoration.
3. No employee on a recall list who was displaced from a position with normally scheduled hours of four hours or less per day may have priority rights to recall over an employee on a recall list who was displaced from a position with normally scheduled hours of more than four hours per day.

(Approval date: November 17, 2003)

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: November 17, 2003]

LEGAL REF.: ORC 3319.081

## SUSPENSION, DEMOTION AND TERMINATION OF CLASSIFIED STAFF MEMBERS

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

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

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

[Adoption date: November 17, 2003]

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

CROSS REF.: GBQ, Criminal Records Check

## SUSPENSION, DEMOTION AND TERMINATION OF CLASSIFIED STAFF MEMBERS

### Procedural Standards for The Suspension Of A School Employee

Before an employee can be suspended from work:

1. The supervisor must give the employee a written notice of the intention to suspend.
2. The employee must have the opportunity to appear at an informal hearing before the supervisor to challenge the reasons for the intended suspension.
3. If the administrator determines as a result of the hearing that he/she wants to recommend a suspension, the employee must be given a letter stating the conditions of the recommended suspension. This must be done within 24 hours of the informal hearing.
4. If the employee is not satisfied with the informal hearing, he/she may ask for appeal with the Superintendent or the Superintendent's designee within 24 hours. The Superintendent or his/her designee will either drop or recommend the suspension to the Board.
5. If after the second appeal, the said employee is still not satisfied with the outcome of the appeal, the employee may within 72 hours request a hearing with the Board.
6. After reviewing the reason(s) for the intended suspension, the Board by a majority vote may suspend an employee pursuant to Ohio Revised Code.

(Approval date: November 17, 2003)

EMPLOYEE REPRIMAND

DISPOSITION

Employee \_\_\_\_\_

Principal \_\_\_\_\_

Superintendent \_\_\_\_\_

Other \_\_\_\_\_

Name \_\_\_\_\_

Building \_\_\_\_\_

Assignment \_\_\_\_\_

Offense (Supervisor Explanation) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Explanation of Offense (Employee) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This warning will be made a part of your record. The issuance of further warnings may subject you to action such as suspension or discharge.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Supervisor



INTENDED SUSPENSION NOTICE

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

Name \_\_\_\_\_ Building \_\_\_\_\_

You are hereby being recommended for suspension from work for the following reasons:

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

( ) Suspended for \_\_\_\_\_ days from \_\_\_\_\_ through \_\_\_\_\_  
(Date) (Date)

You are to report back to work at \_\_\_\_\_ on \_\_\_\_\_  
(Time) (Date)

( ) Suspension waived for the following reasons:

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

\_\_\_\_\_  
Supervisor Date

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

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