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*policies included in this manual

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: April 20, 2001]

[Re-adoption date: July 13, 2009]

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: April 20, 2001]

[Re-adoption date: July 13, 2009]

[Re-adoption date: July 11, 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

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, it is required that they proceed through the recognized administrative channels. Final authority for all decisions rests with the Board.

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

LEGAL REF.: OAC 3301-35-05

CROSS REFS.: AD, Development of Philosophy of Education
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
IF, Curriculum Development

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

STAFF CONFLICT OF INTEREST

Employees of the Board will not engage in nor have a financial interest, directly or indirectly, in any activity that conflicts (or raises a reasonable question of conflict) with their duties and responsibilities in the school system.

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

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

In order that there will be no conflict of interest in the evaluation of employees, at no time may any administrator responsible for the evaluation of an employee be directly related to that employee.

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

LEGAL REFS.: ORC 2921.42
3313.811
3319.21
3329.10
4117.20

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

STAFF CONDUCT

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

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

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

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

[Adoption date: April 20, 2001]

[Re-adoption date: June 14, 2004]

[Re-adoption date: July 13, 2009]

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

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

STAFF DRESS AND GROOMING

The Board believes that staff members set an example in dress and grooming. A staff member who understands this precept and adheres to it enlarges the importance of his/her task, presents an image of dignity and encourages respect for authority. These factors act in a positive manner toward the maintenance of discipline.

The Board retains the authority to specify the following dress and grooming guidelines for staff that will prevent such matters from having an adverse impact on the educational process. When assigned to District duty, all staff members shall:

1. be physically clean, neat and well groomed;
2. dress in a manner consistent with their professional responsibilities;
3. dress in a manner that communicates to students a pride in personal appearance;
4. be groomed in such a way that their hair style or dress does not disrupt the educational process nor cause a health or safety hazard.

[Adoption date: January 11, 2010]

LEGAL REF.: ORC 3313.20

CROSS REFS.: Certified Staff Handbooks
Classified Staff Handbooks

BOARD-STAFF COMMUNICATIONS

The Board wishes to maintain open channels of communication with the staff. The basic line of communication will, however, be through the Superintendent.

Staff Communications to the Board

All communications or reports to the Board or any of its subcommittees from principals, supervisors, teachers or other staff members will be submitted through the Superintendent. This procedure does not deny the right of any employee to appeal to the Board from administrative decisions on important matters, provided that the Superintendent has been notified of the forthcoming appeal and that it is processed in accordance with the Board's policy on complaints and grievances. Staff members are also reminded that Board meetings are public meetings. As such, they provide an excellent opportunity to observe firsthand the Board's deliberations on problems of staff concern.

Board Communications to Staff

All official communications, policies and directives of staff interest and concern will be communicated to staff members through the Superintendent. The Superintendent will develop appropriate methods to keep staff fully informed of the Board's issues, concerns and actions.

Visit to Schools

Board members must recognize that their presence in the schools could be subject to a variety of interpretations by school employees. Therefore, individual Board members interested in visiting schools or classrooms will inform the Superintendent of such visits and make arrangements for visitations through the principals of the various schools. Board members will indicate to the principal the reason(s) for the visit (if it is being made for other than general interest). Such visits will be regarded as informal expressions of interest in school affairs and not as "inspections" or visits for supervisory or administrative purposes. Official visits by Board members will be carried on only under Board authorization.

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

LEGAL REF.: ORC 3313.20 (A)

CROSS REFS.: AFA, Evaluation of School Board Operational Procedures (Also BK)
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: April 20, 2001]
[Re-adoption date: March 14, 2005]
[Re-adoption date: July 13, 2009]
[Re-adoption date: July 11, 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
GDDB, Support Staff Fringe Benefits
Staff Handbooks

STAFF HEALTH AND SAFETY

Workers' Compensation Benefits Eligibility – Chemical Testing

Under Ohio's Workers' Compensation Law, every employee who is injured in the course of employment is entitled to benefits, if necessary, to compensate him/her for lost work time, payment for medical, nursing and hospital services, medicines and funeral expenses, unless the injury was proximately caused by the employee being intoxicated or under the influence of a controlled substance not prescribed by 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 (EMIT) screening test and above the following levels established for a gas chromatography/mass spectrometry test, or in the alternative, above the levels established for a gas chromatography/mass spectrometry (GC/MS) test alone as follows, for substances not prescribed by a physician:
 - A. for amphetamines, 1000 ng/ml of urine for the EMIT test and 500 ng/ml of urine for the GC/MS test;
 - B. for cannabinoids, 50 ng/ml of urine for the EMIT test and 15 ng/ml of urine for the GC/MS test;
 - C. for cocaine, including crack cocaine, 300 ng/ml of urine for the EMIT test and 150 ng/ml of urine for the GC/MS test;

- D. for opiates, 2000 ng/ml of urine for the EMIT test and 2000 ng/ml of urine for the GC/MS test and
 - E. for phencyclidine, 25 ng/ml of urine for the EMIT test and 25 ng/ml of urine for the GC/MS test.
5. The employee, through a chemical test administered within 32 hours of the injury, is determined to have barbiturates, benzodiazepines, methadone or propoxyphene in the employee's system that tests above levels established by laboratories certified by the U.S. Department of Health and Human Services (HHS).
6. The employee refuses to submit to a requested chemical 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: July 13, 2009)

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

General Principles

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

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

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

Evaluating Students and Staff Who Are Infected with HIV

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

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

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

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

Confidentiality

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

[Adoption date: April 20, 2001]
[Re-adoption date: July 13, 2009]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2601 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 3301-35-06

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 Handbooks
Student Handbooks

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

Employees of the District 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.

Any employee who intends to campaign for an elective public office will notify the Superintendent in writing at the earliest possible moment of the office that he/she intends to seek, together with the decision as to whether he/she wishes to continue employment.

The Superintendent will meet with and discuss this situation with the employee involved and will present a proposed solution to the Board for consideration. The essential element to be determined by the Board is whether the activities proposed by the employee are compatible with the time requirements for fulfilling the employee's responsibilities to the District.

In accordance with law, the Board will determine the terms and conditions under which the employee may continue employment as he/she seeks or holds such office.

In connection with his/her campaigning, no employee will use District facilities, equipment or supplies; nor will the employee discuss his/her campaign with school personnel or students during the working day; nor will the employee use any time during the working day for campaigning purposes.

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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: April 20, 2001]

[Re-adoption date: July 13, 2009]

[Re-adoption date: December 13, 2010]

LEGAL REF.: ORC 3313.20

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

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

STAFF GIFTS AND SOLICITATIONS

Gifts

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

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

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

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

Vendor Compensation

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

Solicitations

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

[Adoption date: April 20, 2001]
[Re-adoption date: July 13, 2009]

LEGAL REFS.: ORC 102.03
117.01
2921.43
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 and vehicles. The Board may designate legally compliant outdoor smoking areas.

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 and, if needed, resources available to those who wish to discontinue their smoking habit.

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

[Adoption date: April 20, 2001]

[Re-adoption date: March 12, 2007]

[Re-adoption date: July 13, 2009]

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

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

PERSONNEL RECORDS

The Superintendent develops and implements a comprehensive and efficient system of personnel records. The 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: April 20, 2001]

[Re-adoption date: March 12, 2007]

[Re-adoption date: December 8, 2008]

[Re-adoption date: July 13, 2009]

[Re-adoption date: July 11, 2011]

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

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

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

STAFF COMPLAINTS AND GRIEVANCES

The Board will encourage the administration to develop effective means for resolving differences that may arise among employees and between employees and administrators; reduce potential areas of grievances; and establish and maintain recognized channels of communication between the staff, administration and Board.

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

1. Teachers and other employees may appeal a ruling of a principal or other administrator to the Superintendent.
2. All school employees may appeal a ruling of the Superintendent to the Board.

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

[Adoption date: April 20, 2001]
[Re-adoption date: July 13, 2009]

LEGAL REFS.: ORC 4117.09; 4117.10

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

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

EXTENDED GROUP HEALTH COVERAGE

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

1. Initial Notices

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

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

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

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

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

4. Early Retirement of Coverage

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

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

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

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

[Adoption date: April 20, 2001]
[Re-adoption date: July 13, 2009]

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

VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

Federal law requires that all employers and employees hired after November 6, 1986, complete an Employment Eligibility Verification Form (Form I-9) provided by the U.S. Citizenship and Immigration Services. 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 the Citizenship and Immigration Service (USCIS) or Department of Labor (DOL) officer upon request.

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

CROSS REFS.: AC, Nondiscrimination
GBA, Equal Opportunity Employment

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: April 20, 2001]

[Re-adoption date: December 13, 2004]

[Re-adoption date: July 13, 2009]

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

CRIMINAL RECORDS CHECK

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

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

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

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

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

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

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

Volunteers

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

Contractors

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

[Adoption date: April 20, 2001]

[Re-adoption date: September 12, 2005]

[Re-adoption date: March 12, 2007]

[Re-adoption date: December 8, 2008]

[Re-adoption date: July 13, 2009]

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

ORC 109.57; 109.572; 109.575: 109.576

2953.32

3301.074

3314.19; 3314.41

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

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

3319.391; 3319.392

3327.10

OAC 3301-27-01

3301-83-06

CROSS REFS.: EEAC, School Bus Safety Program

GBL, Personnel Records

GCBB, Certified Staff Supplemental Contracts

GCD, Certified Staff Hiring

GCPD, Suspension and Termination of Certified 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)

IIIC, School Volunteers

KBA, Public’s Right to Know

LEA, Student Teaching and Internships

FAMILY AND MEDICAL LEAVE

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

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

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

FAMILY AND MEDICAL LEAVE

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

Types of Leave

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

1. birth and care for a newborn child;
2. care for, or spend additional time with, an adopted child or foster child;
3. care for a spouse, child, parent or, in limited circumstances, next of kin with a serious health condition (if person cared for is a “covered service member,” then leave allowed is 26 weeks);
4. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job or
5. response to a “qualifying exigency” that arises because a spouse, child or parent is on active duty or has been called to active duty as a member of the National Guard or Reserves in support of an contingency operation.

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

Spouses Employed by the District

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

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

Intermittent and Reduced Leave

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

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

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

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

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

Benefits

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

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

Notice

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

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

Certification

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

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

Restoration

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

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

Instructional Employees

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

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

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

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

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

Limitations also apply to instructional employees who take leave near the end of a semester. When an instructional employee begins leave more than five weeks before the end of a semester the Board may require the employee to continue taking leave until the end of the semester if:

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

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

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

When an instructional employee begins leave for a purpose other than the employee's own serious health condition during the three-week period before the end of a semester and the leave lasts more than five working days, the Board may require the employee to continue taking leave until the end of the semester.

Failure to Return

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

(Approval date: April 20, 2001)
(Re-approval date: July 13, 2009)

CERTIFIED STAFF POSITIONS

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

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

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

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

CERTIFIED STAFF CONTRACTS AND COMPENSATION PLANS
(Teachers)

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

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

Teacher Contracts

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

The basic types of contracts are as follows:

1. Limited Contract

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

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

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

2. Extended Limited Contract

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

3. Continuing Contract

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

A continuing contract may be issued to eligible teachers who:

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

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

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

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

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

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

[Re-adoption date: July 11, 2011]

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, Certified Staff Salary Schedules
GCBB, Certified Staff Supplemental Contracts
GCBC, Certified Staff Fringe Benefits
GCBD, Certified Staff Leaves and Absences
GCBE, Certified Staff Vacations and Holidays

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFIED 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. Notice of annual salary is given to each administrator by July 1.

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

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

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

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

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

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

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

CERTIFIED STAFF CONTRACTS AND COMPENSATION PLANS
(Teachers)

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

Applicants for a resident educator license must satisfy four minimum qualifications. The qualifications are:

1. a bachelor's degree from an accredited institution of higher education;
2. a cumulative undergraduate grade point average of at least 2.5 out of 4.0, or its equivalent;
3. passage of a State Board-prescribed subject area examination (Praxis II) and
4. successful completion of the summer training institute operated by Teach For America.

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

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

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

(Approval date: July 11, 2011)

CERTIFIED STAFF CONTRACTS AND COMPENSATION PLANS
(Administrators)

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

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

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

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

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

(Approval date: April 20, 2001)
(Re-approval date: July 13, 2009)

CERTIFIED STAFF SALARY SCHEDULES

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

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

LEGAL REFS.: ORC 3317.13; 3317.14
3319.12

CROSS REF.: GCB, Certified Staff Contracts and Compensation Plans

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFIED STAFF SUPPLEMENTAL CONTRACTS

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

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

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

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

[Adoption date: April 20, 2001]

[Re-adoption date: October 9, 2006]

[Re-adoption date: July 13, 2009]

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

CROSS REFS.: GBQ, Criminal Records Check
GCB, Certified Staff Contracts and Compensation Plans
GCKA, Teachers/Sponsors of Student Activities (Also IGDFFA)
GDBB, Classified Staff Pupil Activity Contracts
IGD, Cocurricular and Extracurricular Activities
IGDJ, Interscholastic Athletics

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFIED STAFF FRINGE BENEFITS

In addition to basic salary, benefits are recognized by the Board as an integral part of the total compensation plan for staff members. The benefits extended to staff members are designed to promote their present and future economic security. All certified staff not in the bargaining unit will be given fringe benefits equal to or better than those provided by the negotiated agreement.

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

CROSS REFS.: EI, Insurance Management
GCB, Certified Staff Contracts and Compensation Plans

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFIED STAFF LEAVES AND ABSENCES
(Version 1)

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: April 20, 2001]
[Re-adoption date: July 13, 2009]
[Re-adoption date: July 11, 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, Certified Staff Contracts and Compensation Plans

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFIED STAFF LEAVES AND ABSENCES
(Version 2)

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.

Community Schools Leave of Absence

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

Any teacher holding valid certification and returning to employment by the District upon termination of the leave of absence is restored to the previous position and salary or to a position and salary similar to the previous position. The Board may reduce the number of teachers it employs as a result of teachers returning to employment upon termination of a community school leave of absence. The reduction will be in compliance with the provisions contained in State law and/or the negotiated agreement.

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

[Adoption date: April 20, 2001]
[Re-adoption date: July 13, 2009]
[Re-adoption date: July 11, 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

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

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFIED STAFF ASSAULT LEAVE
(Administrators)

An administrator who is absent due to physical disability from a clearly unprovoked attack that occurs on Board premises or while in attendance at an official school function and in the course of the administrator's employment will, subject to the approval of the Superintendent, be granted up to 30 working days assault leave. During such leave, the administrator will be maintained on a full-pay basis.

Assault leave may not be granted by this policy unless the administrator in question:

1. has a signed, written statement, on forms provided by the Board, justifying the granting and use of assault leave;
2. provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment and
3. agrees to file criminal charges against the person or persons involved if requested to do so by the Superintendent.

Falsification of either the signed statement or the physician's statement shall be grounds for suspension or termination of employment.

[Adoption date: April 20, 2001]
[Re-adoption date: July 13, 2009]

LEGAL REF.: ORC 3319.143

CERTIFIED STAFF VACATIONS AND HOLIDAYS

Holidays

The school calendar, as adopted by the Board, will establish 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 certified staff members employed on a 12-month basis (260 workdays per year) will be expected to work during the recess periods of the school year.

Vacations

Administrative personnel employed on a 12-month basis will receive a vacation during the contract year as specified in their contract.

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

LEGAL REFS.: ORC 3313.20; 3313.63

CROSS REF.: GCB, Certified Staff Contracts and Compensation Plans

CERTIFIED 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.

The search for good teachers and other certified employees will extend to a wide variety of educational institutions and geographical areas. The search will take into consideration the characteristics of the community and the school system as well as the need for a heterogeneous staff from various backgrounds and with differing levels of experience.

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: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

CERTIFIED STAFF HIRING

Through its employment policies, the Board will attempt to attract, secure and retain the highest qualified personnel for all certified positions.

The Superintendent and others to whom he/she delegates this responsibility will determine the personnel needs of the District and will recommend suitable candidates for employment to the Board. Through effective recruiting and evaluation procedures, the Superintendent will attract and recommend to the Board the employment and retention of personnel who are motivated to do their best work and to be creative from their own inner resources.

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

The following guidelines are used in the selection of personnel.

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

When rehiring a retired staff member, the following procedure must be followed. 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 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.

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

[Adoption date: April 20, 2001]
[Re-adoption date: December 15, 2003]
[Re-adoption date: July 13, 2009]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC 3307.01; 3307.353
3313.53
3319.02; 3319.07; 3319.08; 3319.11; 3319.22 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

PART-TIME AND SUBSTITUTE CERTIFIED STAFF EMPLOYMENT

All certified 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 ESC Superintendent. Candidates selected are recommended to the Board for placement on the list of approved substitutes. Principals assume responsibility for assigning substitutes.

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

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

CERTIFIED 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: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFIED STAFF TIME SCHEDULES

Administrators

The nature of the duties and responsibilities of administrators and supervisors will require their hours of work to vary and extend as necessary to fulfill the requirements of the positions.

The work year for administrators will be established individually through their contracts.

Teachers

Every effort will be made by the administration to provide a uniform workday for teachers. The school day should include time before and after the school day for students.

The work year for teachers will be established in connection with the Board's adoption of the school calendar.

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

CROSS REF.: ICA, School Calendar

CONTRACT REF.: Teachers' Negotiated Agreement

TEACHERS/SPONSORS OF STUDENT ACTIVITIES

Teachers in the District must assume full responsibility for the organization and supervision of his/her student activity. All teachers/sponsors are expected to personally chaperone all the approved activities or meetings of their group. Each sponsor shall insist that his/her group conform to the established rules and regulations of the school. All rules and regulations governing student conduct while involved in the activity will be given to the students. The rules and regulations shall include due process procedures covering suspension and/or dismissal of students from the activity.

The activity sponsor shall confer with the office in setting up activity dates. All class activities must have office approval. The time or period for a class or club meeting will be scheduled by the officer after the request has been presented. No student, chaperone or teacher will be permitted to use drugs or alcoholic liquids at any school-sponsored activity.

Teachers/sponsors are responsible to see that the activity treasurer keeps activity books in proper order. Activity fund monies collected shall be deposited with the Board Treasurer. Fundraising activities must be approved by the building principal and the Superintendent. Activity budgets must have Board approval and be on file with the Board Treasurer prior to July 1 each year.

The teacher/sponsor must be the last to leave the building or activity, making sure all students have departed.

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

CROSS REFS.: IGD, Cocurricular and Extracurricular Activities
IGDF, Student Fundraising Activities
IGDG, Student Activities Funds Management
IICA, Field Trips
IICC, School Volunteers
JFC, Student Conduct (Zero Tolerance)

CERTIFIED STAFF DEVELOPMENT OPPORTUNITIES

Staff members will be encouraged to pursue and will be provided with opportunities for the development of increased competencies beyond those which they may attain through the performance of their assigned duties and assistance from supervisors.

Opportunities for professional growth will be provided through such means as the following:

1. planned in-service programs and workshops offered within the school system from time to time;
2. released time for visits to other classrooms and schools and for attendance at conferences, workshops and other professional meetings;
3. leaves of absence for advanced educational training and
4. credit on the salary schedule for additional approved, educational training.

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

CROSS REFS.: DLC, Expense Reimbursements
GCBC, Certified Staff Fringe Benefits
GCBD, Certified Staff Leaves and Absences

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF CERTIFIED STAFF
(Teachers)

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

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

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF CERTIFIED STAFF
(Administrators Both Certified 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, including the following: assistant superintendents, business managers, principals, assistant principals and all other personnel required to maintain certificates/licenses in order to be employed as pupil-personnel workers and educational administrative specialists (provided that such person spends less than 50% of his/her time teaching or working with students) and any other employee whose duties enable him/her to be considered either a "supervisor" or "management-level employee" excluded from all of the employee bargaining units. In addition, evaluations should assist administrators in developing their 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 the requirements of State law. All administrators are evaluated annually. In the year an administrator's contract does not expire, the evaluation is completed by the end of the contract year, and a copy is given to the administrator. In the year an administrator's contract is to expire, two evaluations are to be given, one preliminary and one final evaluation. The preliminary evaluation is conducted at least 60 days prior to March 31 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. The evaluations are conducted annually by the Superintendent/designee.

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

[Adoption date: April 20, 2001]
[Re-adoption date: May 9, 2005]
[Re-adoption date: July 13, 2009]

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

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

EVALUATION OF CERTIFIED STAFF
(Administrators Both Certified 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 the evaluation with the evaluator at this second meeting.
3. An ongoing dialogue concerning the administrator's objectives will continue and the evaluator and evaluatee will meet as needed or requested.
4. For those employees whose contracts are expiring at the end of the current school year, two evaluations must be completed. A 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 and a written copy of the final evaluation must be provided to the employee at least five days prior to the Board's action to renew or nonrenew the employee's contract.
5. The employee may request a meeting with the Board prior to any Board action on his/her contract. The employee may have a representative of his/her choice at the meeting.
6. Assistant superintendents, principals, assistant principals and other administrators are automatically re-employed if they are not evaluated according to State law or provided a meeting, if requested, to discuss their renewal or nonrenewal.

7. All evaluation criteria, procedures and written job descriptions are reviewed annually by the Superintendent/designee and revised as necessary.
8. The Superintendent, at his/her discretion, may direct that the building principal evaluate the assistant principal assigned to his/her building.

(Approval date: April 20, 2001)

(Re-approval date: July 13, 2009)

REDUCTION IN CERTIFIED 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, decreased enrollment of students in the District and budgetary restrictions to continue all present programs.

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

[Adoption date: April 20, 2001]

[Re-adoption date: March 13, 2006]

[Re-adoption date: July 13, 2009]

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

CONTRACT REF.: Teachers' Negotiated Agreement

RESIGNATION OF CERTIFIED STAFF MEMBERS

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

LEGAL REFS.: ORC 3319.02; 3319.15

SEVERANCE PAY

At the time of retirement, a severance amount calculated by a prescribed formula upon the employee's unused sick leave and daily rate of pay at the time of retirement will be granted to certified staff employees in accordance with the negotiated agreement. Upon payment of severance pay, the retiring employee's sick leave accumulation is reduced to zero.

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

LEGAL REFS.: ORC 9.90
124.39

CONTRACT REF.: Teachers' Negotiated Agreement

SUSPENSION AND TERMINATION OF CERTIFIED STAFF MEMBERS

Suspension

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

Termination

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

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

CROSS REF.: GBQ, Criminal Records Check

CONTRACT REF.: Teachers' Negotiated Agreement

TUTORING FOR PAY

Tutorial assistance to students is considered a normal responsibility of the teacher, except in extenuating circumstances.

A teacher may tutor students for pay only if approved by the Board 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: April 20, 2001]

[Re-adoption date: July 13, 2009]

CLASSIFIED STAFF POSITIONS

Education is a cooperative enterprise in which all employees of the District must participate intelligently and effectively for the benefit of the children. This District will employ nonteaching personnel in positions that function to support the educational program. All such positions will be established initially by the Board. For each new position, the Superintendent will develop a job description for approval by the Board.

Although positions may remain temporarily unfilled or the number of persons holding the same type of position may be reduced in the event of staff re-education requirements, only the Board will abolish a position it has created.

The Superintendent will keep all job descriptions current and present recommended changes to the Board for approval.

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF CONTRACTS AND COMPENSATION PLANS

In determining and developing salary schedules for nonteaching employees, the Board will take into account the responsibilities of the position, the qualifications needed, past experience of the individual and years of service to the District.

The individual salaries for administrative and supervisory personnel who report directly to the Superintendent will be reviewed and established annually by the Board upon the recommendation of the Superintendent. Salary schedules for all other nonteaching employees will be established by the Board upon the recommendation of the Superintendent.

In accordance with law, employees will be notified in writing by July 1 of their salary for the ensuing school year.

Contracts

All administrative and supervisory personnel will be issued limited contracts during their employment by the Board. All other newly hired, regular nonteaching school employees, including regular hourly rate and per diem employees, will enter into written contracts for their employment, which will be for a period of not more than one year. (It is the practice of this Board to award initial contracts to nonteaching employees for a term of up to one year.) If such employees are rehired at the end of one year, their subsequent contract will be for a period of two years.

After the termination of the two-year contract, if the contract of an employee is renewed, the employee will be continued in employment and the salary provided in the contract may be increased but not reduced unless such reduction is part of a uniform plan affecting the nonteaching employees of the entire District.

Under policy, the Board negotiates an agreement with the approved bargaining unit which establishes the salaries, benefits and working conditions for all noncertificated employees in the District except administrative and supervisory personnel.

Compensation plans for noncertificated administrative and supervisory personnel and other employees not covered by a negotiated agreement will be determined by the Board.

[Adoption date: April 20, 2001]
[Re-adoption date: July 13, 2009]

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

CROSS REFS.: GDBA, Classified Staff Salary Schedules
GDBC, Classified Staff Fringe Benefits
GDBD, Classified Staff Leaves and Absences

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF SALARY SCHEDULES

The Board develops salary schedules which:

1. adequately provide for the retention of those nonteaching employees who are rendering satisfactory and efficient service in the school system;
2. encourage and stimulate nonteaching employees to improve the quality of their work by granting regular salary increments;
3. provide employees with a financial outlook by indicating the salary that may be expended from year to year and
4. provide the Board with a means of determining, year by year, its financial obligations in terms of salaries for the nonteaching staff.

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.

Whether employed for the school year or for a full 12-month year, an employee must serve 120 days of his/her particular working year 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: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

CROSS REF.: GDB, Classified Staff Contracts and Compensation Plans

CONTRACT REF.: Classified Staff Negotiated Agreement

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

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

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

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

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

[Adoption date: December 8, 2008]

[Re-adoption date: July 13, 2009]

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

CROSS REFS.: GBQ, Criminal Records Check
GCBB Certified 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.

Classified staff not in the bargaining unit will receive fringe benefits equal to the fringe benefits provided in the classified staff negotiated agreement.

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

CROSS REFS.: EI, Insurance Management
GDB, Classified Staff Contracts and Compensation Plans

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF LEAVES AND ABSENCES

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

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

Community Schools Leave of Absence

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

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

[Re-adoption date: July 11, 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
3313.211
3319.13; 3319.141; 3319.142; 3319.143

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

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF RECRUITING/POSTING OF VACANCIES/HIRING

The educational effort of a District is dependent on every member of the staff for its overall effectiveness and value. The Board intends to have the best qualified people to serve as classified staff personnel.

The recruitment and selection of suitable candidates for positions will be the responsibility of the Superintendent, who will confer with principals and other supervisors before making a selection. A present employee may apply for any vacancy posted in accordance with the classified staff negotiated agreement for which he/she is qualified.

All appointments to the classified staff will be made by the Superintendent, subject to confirmation by the Board. In making these appointments, the Superintendent will carefully observe all pertinent laws as well as any regulations that may be approved from time to time by the Board.

Conditions of employment for nonteaching staff members as well as wages, hours and other items of this nature will be fixed by the Board upon the recommendation of the Superintendent or to be determined by the negotiated agreement.

When rehiring a retired staff member, the following procedure must be followed. 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 employment in the District. The notice must include time, date and location of a public meeting, which must take place 15 to 30 days prior to employment.

[Adoption date: April 20, 2001]

[Re-adoption date: December 15, 2003]

[Re-adoption date: July 13, 2009]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC Chapter 124
3309.345
3319.04; 3319.081 et seq.; 3319.39
3327.10
4141.29
OAC 3301-35-05; 3301-35-06
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, Certified 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 classified 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. Substitute and temporary employees are entitled to sick leave at the rate established by law. 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: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

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

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: April 20, 2001]

[Re-adoption date: July 13, 2009]

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.

Assignments to Nonpublic Schools

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

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

CROSS REF.: GBQ, Criminal Records Check

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF EXTRA DUTY

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

CROSS REFS.: GDBB, Classified Staff Pupil Activity Contracts
KG, Community Use of School Facilities (Equal Access)

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF DEVELOPMENT OPPORTUNITIES

Classified staff employees are an integral part of the District's total staff. Their training and development are essential to the efficient and economical operation of the schools.

Therefore, all classified staff employees shall be encouraged to grow in job skills and to take additional training that will improve their skills on the job. It shall be the responsibility of all building principals to assist to the maximum degree in the training of classified staff assigned to their buildings.

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 may be granted by the Superintendent or schools without loss of pay to the employee.

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

LEGAL REF.: OAC 3301-35-03

CROSS REF.: DLC, Expense Reimbursements

EVALUATION OF CLASSIFIED STAFF

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

The Superintendent will establish a continuing program of performance evaluation for the non-teaching staff. The program will include written evaluations and a means of making the results of such evaluations known to the employees.

The services of continuing employees will be formally evaluated at least once each year.

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

LEGAL REFS.: ORC Chapter 124
Chapter 4117
3319.081
OAC 3301-35-05

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

EVALUATION OF CLASSIFIED STAFF

1. All non-teaching staff members will be evaluated at least annually by their immediate supervisors.
2. The supervisor will rate the employee on the basis of work performance and abilities. Evaluation forms will be completed, with an additional narrative report, if necessary. The supervisor will also submit his/her recommendation regarding continued employment of the employee.
3. After completing the evaluation form, the supervisor will:
 - A. conduct a conference with the employee
 - B. discuss with the employee the:
 - 1) reasons for the performance evaluation and
 - 2) areas where work performance should be improved.
4. The supervisor and the employee will sign the evaluation form at the close of the conference.
5. Copies of the evaluation will be forwarded to the Superintendent. It shall become part of the employee's personnel record.
6. One copy of the completed evaluation form will be included in the employee's personnel file; one copy will be given to the employee. The employee will have access to the evaluation reports in his/her personnel file.

(Approval date: April 20, 2001)

(Re-approval date: July 13, 2009)

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 the negotiated agreement will govern the rights of employees affected directly or indirectly by the reduction.

[Adoption date: April 20, 2001]

[Re-adoption date: March 13, 2006]

[Re-adoption date: July 13, 2009]

LEGAL REFS.: ORC 124.32; 124.321
3319.172
4141.29

CONTRACT REF.: Classified Staff Negotiated Agreement

RESIGNATION OF CLASSIFIED STAFF MEMBERS

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

[Adoption date: April 20, 2001]

[Re-adoption date: July 13, 2009]

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: April 20, 2001]

[Re-adoption date: July 13, 2009]

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

CROSS REF.: GBQ, Criminal Records Check

CONTRACT REF.: Classified Staff Negotiated Agreement