

## SECTION G: PERSONNEL

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SECTION G: PERSONNEL

(Continued)

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GDPB	Resignation of Classified Staff Members
GDPCA	Severance Pay
GDPD	Suspension, Demotion and Termination of Classified Staff Members

## 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: May 23, 1995]

[Re-adoption date: March 25, 2008]

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)  
Staff Handbooks

Logan Elm Local School District, Circleville, Ohio

## 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: May 23, 1995]

[Re-adoption date: March 25, 2008]

[Re-adoption date: June 13, 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, they are expected to proceed through the recognized administrative channels. Final authority for all decisions rests with the Board.

[Adoption date: May 25, 1995]

[Re-adoption date: March 25, 2008]

LEGAL REF.: OAC 3301-35-03

CROSS REFS.: BCE, Board Committees  
BF, Board Policy Development and Adoption  
CCB, Staff Relations and Lines of Authority  
CD, Management Team  
CE, Administrative Councils, Cabinets and Committees  
DBD, Budget Planning  
GCD, Certificated Staff Hiring  
GDD, Classified Staff Hiring  
IF, Curriculum Development  
Staff Handbooks

CONTRACT REF.: Teachers' Negotiated Agreement

## STAFF CONFLICT OF INTEREST

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

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

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

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

In order that there is no conflict of interest in the supervision and evaluation of employees, at no time shall any administrator responsible for the supervision and/or evaluation of an employee be directly related to that employee. "Directly related" includes the employee's mother, father, sister or brother. This Board also includes spouse as a directly related relative for purposes of this policy.

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

[Re-adoption date: October 27, 2008]

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. 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: May 23, 1995]

[Re-adoption date: June 7, 2004]

[Re-adoption date: March 25, 2008]

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 Handbooks

## BOARD-STAFF COMMUNICATIONS

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

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

LEGAL REF.: ORC 3313.20

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



## STAFF HEALTH AND SAFETY

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

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

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

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

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

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

### Workers' Compensation

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

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

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

[Adoption date: May 23, 1995]  
[Re-adoption date: February 14, 2005]  
[Re-adoption date: March 25, 2008]  
[Re-adoption date: June 13, 2011]  
[Re-adoption date: February 13, 2017]

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, Certificated Staff Fringe Benefits  
GDBC, Classified Staff Fringe Benefits  
Staff Handbooks

## STAFF HEALTH AND SAFETY

### Workers' Compensation Benefits Eligibility – Chemical Testing

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

### Testing Procedures

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

1. Within eight hours of the injury, the employee's blood alcohol level tests equal to or greater than .08%\*.
2. Within eight hours of the injury, the employee's breath alcohol level tests equal to or greater than .08g/210L\*.
3. Within eight hours of the injury, the employee's urine alcohol level tests equal to or greater than .11g/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 or marihuana (marijuana):
  - A. for amphetamines, 1000 ng/ml of urine for the EMIT test and 500 ng/ml of urine for the GC/MS test;
  - B. for cannabinoids, 50 ng/ml of urine for the EMIT test and 15 ng/ml of urine for the GC/MS test;
  - C. for cocaine, including crack cocaine, 300 ng/ml of urine for the EMIT test and 150 ng/ml of urine for the GC/MS test;

- D. for opiates, 2000 ng/ml of urine for the EMIT test and 2000 ng/ml of urine for the GC/MS test and
  - E. for phencyclidine, 25 ng/ml of urine for the EMIT test and 25 ng/ml of urine for the GC/MS test.
5. The employee, through a chemical test administered within 32 hours of the injury, is determined to have barbiturates, benzodiazepines, methadone or propoxyphene in the employee's system that tests above levels established by laboratories certified by the U.S. Department of Health and Human Services (HHS).
6. The employee refuses to submit to a requested chemical 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: February 14, 2005)  
(Re-approval date: March 25, 2008)  
(Re-approval date: February 13, 2017)

## STAFF PARTICIPATION IN POLITICAL ACTIVITIES

District employees are encouraged to exercise their civic responsibilities and privileges, including holding public office and campaigning for themselves or others. Employees are free to discuss political matters with other employees at work before, between or after classes, at lunch, or during their planning time, just as they might discuss other personal matters. Employees may not otherwise utilize their paid time or any other resource of the District to promote their personal political interests, opinions or beliefs.

The pedagogical mission of this District is to provide a quality educational experience for students, free of political bias or coercion, in an atmosphere which fosters mutual cooperation and respect among the students, parents, employees, administrators and policymakers of the District. Therefore, employees may not display campaign paraphernalia which has the effect of distracting students, and may not engage in rhetoric with students promoting or opposing local candidates or issues directly involving the District, at any time during their workday or while on school property.

Teachers may, however, discuss in the classroom candidates or issues at any political level when the alternatives are presented in an objective manner and the discussion is an appropriate element of a lesson plan which is an integral part of an approved course of study.

No literature promoting candidates or issues may be distributed on school property by District employees, unless the time, place and manner have been specifically approved by the Board.

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

[Adoption date: May 23, 1995]

[Re-adoption date: December 11, 1995]

[Re-adoption date: March 25, 2008]

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

CROSS REF.: Staff Handbooks

## 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 individual 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 and/or its staff.
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 District staff members and Board-approved volunteers 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 off school property or that put students at risk of personal injury.
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 Web Sites

1. District staff who personally participate in social networking web sites are prohibited from posting data, documents, photographs or inappropriate information on any web site 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 social networking web site passwords to students.
3. Fraternalization between District staff and students via the Internet, personal e-mail accounts, social networking web sites and other modes of virtual technology is also prohibited.
4. Access of social networking web sites 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 Student Code of Conduct and/or staff negotiated agreements. Nothing in this policy prohibits District staff and students from the use of education web sites.

[Adoption date: June 11, 2001]

[Re-adoption date: February 14, 2005]

[Re-adoption date: March 25, 2008]

[Re-adoption date: August 10, 2009]

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

CONTRACT REF.: Teachers' Negotiated Agreement



## STAFF GIFTS AND SOLICITATIONS

### Gifts

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

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

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

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

### Vendor Compensation

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

### Solicitations

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

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: May 11, 1998]

[Re-adoption date: June 11, 2001]

[Re-adoption date: March 25, 2008]

[Re-adoption date: October 8, 2018]

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

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

ONLINE FUNDRAISING CAMPAIGNS/CROWDFUNDING

Crowdfunding campaigns on behalf of the District, or any school within the District by any school employee or official is prohibited. Staff is not permitted to use the name of the District or any of its schools, or any images or text related to the District, in any online fundraising effort or campaign.

[Adoption date: October 8, 2018]

LEGAL REFS.: Family Educational Rights and Privacy Act; 20 USC Section 1232g  
ORC 9.38  
2921.43  
3313.51  
3319.321

CROSS REFS.: GBCA, Staff Conflict of Interest  
GBI, Staff Gifts and Solicitations  
IGDF, Student Fundraising Activities  
KH, Public Gifts to the District  
KI, Public Solicitations in the Schools

## 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 prohibits the use of electronic cigarettes in all District-owned, leased or contracted buildings and vehicles. These devices may be used in any Board-designated 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: March 12, 2007]

[Re-adoption date: March 25, 2008]

[Re-adoption date: September 14, 2015]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.  
Goals 2000: Educate America Act; 20 USC 6081 through 6084  
ORC 3313.20  
3794.01; 3794.02; 3794.04; 3794.06  
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 Treasurer 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 State law. The appeal procedure permits any employee who disputes the accuracy, relevance, timeliness or completeness of information maintained in his/her file to compel the District to investigate the current status of the information.
8. Personnel records should be reviewed only within the confines of the Superintendent's office or the Board's office.

[Adoption date: March 12, 2007]

[Re-adoption date: March 25, 2008]

[Re-adoption date: June 10, 2013]

[Re-adoption date: February 13, 2017]

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

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

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

## STAFF COMPLAINTS AND GRIEVANCES

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

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

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

[Adoption date: March 25, 2008]

LEGAL REFS.: ORC 4117.09; 4117.10

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

CONTRACT REF.: Teachers’ Negotiated Agreement

## EXTENDED GROUP HEALTH COVERAGE

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

### 1. Initial Notices

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

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

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

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

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



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

4. Early Retirement of Coverage

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

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

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

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 Services (USCIS) or Department of Labor (DOL) officer upon request.

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

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

CROSS REF.: AC, Nondiscrimination

## VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

### Completion of Form I-9

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

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

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

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

### Acceptable Documents for Verifying Employment Eligibility

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

#### LIST A

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

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

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

## LIST B

### Documents Which Establish Identity

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

2. For individuals under age 16 who are unable to produce one of the documents listed above
  - A. school record or report card
  - B. clinic doctor or hospital record
  - C. day-care or nursery school record

## LIST C

### Documents Which Establish Eligibility

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

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

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

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

Preparation of Documents for Inspection

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

(Approval date: May 23, 1995)

(Re-approval date: March 25, 2008)

## DRUG-FREE WORKPLACE

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

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

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

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

Employees are given a copy of the standards of conduct and the statement of disciplinary sanctions and are notified that compliance with the standards of conduct is mandatory. When the District has reasonable suspicion an employee is under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance, as defined in State and/or Federal law, the employee may be subject to testing in accordance with prescribed administrative regulations, local, State and Federal law and/or the negotiated agreement and may be considered in violation of this policy. Employees who violate the policy shall be subject to disciplinary proceedings in accordance with prescribed administrative regulations, local, State and Federal law and/or the negotiated agreement, up to and including termination. Any employee in violation of this policy may be required to participate in a drug-abuse assistance or rehabilitation program approved by the Board.

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

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

[Adoption date: May 23, 1995]  
[Re-adoption date: February 14, 2005]  
[Re-adoption date: March 25, 2008]  
[Re-adoption date: February 13, 2017]

LEGAL REFS.: Drug-Free Workplace Act of 1988; 41 USC 701 et seq.;  
20 USC 3474, 1221e-3(a)(1)  
Drug-Free Campus and Schools Act; 20 USC 3224(a)  
ORC 3796.28  
4123.01 et seq.; 4123.35; 4123.54

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

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



## DRUG-FREE WORKPLACE

Logan Elm Local School District is a drug-free workplace. Drug or alcohol abuse in the workplace is dangerous and can lead to harm to not only the person abusing drugs or alcohol, but also to fellow employees and students. It is especially important that employees not use drugs or alcohol in the workplace in view of the fact that, as employees within the schools, the conduct of all employees can potentially influence children within the schools.

For these reasons the Board is committed to maintaining a drug-free workplace, and will enforce a policy requiring all employees to refrain from the use, sale, purchase, possession or being under the influence of drugs or alcohol while on the job, on school premises or while using school equipment. Employees who fail to comply with this policy will be subject to discipline, up to and including termination from employment, unless the employee uses the rehabilitation option described in this policy.

Where this policy has been violated, the employee may, with approval of the Superintendent, elect to seek rehabilitation through an approved treatment program, provided the employee is otherwise eligible for continuing employment. A re-entry agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind-altering substance, must be signed by an employee electing this rehabilitation option. Rehabilitation in lieu of discipline is available only one time during any employee's tenure of employment. Rehabilitation, whether undertaken voluntarily or in lieu of discipline, shall be entirely at the employee's expense, and without pay, except as may be covered by applicable group health plan terms, sick leave policies and other leaves of absence policies.

Any employee convicted of an offense under a criminal drug statute must report his/her conviction to the administration no later than five working days after the conviction. Failure to do so will result in discipline up to and including termination from employment.

Employees will be provided with information concerning alcohol and other drug abuse, as follows:

1. All employees will be provided with a copy of this policy.
2. The Superintendent will maintain information on community resources and employee benefits available to employees for assistance in dealing with chemical dependency problems.

The Board does not maintain a drug/alcohol rehabilitation program, but the programs within the area are available to employees who need help with a drug or alcohol problem.

Compliance with the Standard of Conduct Required is mandatory.

(Approval date: May 23, 1995)

(Re-approval date: March 25, 2008)

## CRIMINAL RECORDS CHECK

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

At the time of candidates' initial application for employment, applicants are given a separate written statement informing them that each must provide a set of fingerprint impressions as part of the criminal records check process and that the Board uses a criminal records check as part of the initial hiring process and at various times during the employment career. The Board may employ persons on the condition that the candidate submit to and pass a BCI criminal records check in accordance with State law. Any person conditionally hired who fails to pass a BCI criminal records check is released from employment.

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

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

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

### Volunteers

The District notifies current and prospective volunteers who have 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 the Ohio Department of Education and (4) the contractor is not a bus driver.

[Adoption date: March 12, 2007]  
[Re-adoption date: March 25, 2008]  
[Re-adoption date: April 28, 2008]  
[Re-adoption date: August 31, 2009]  
[Re-adoption date: June 10, 2013]  
[Re-adoption date: November 27, 2017]  
[Re-adoption date: August 13, 2018]

LEGAL REFS.: ORC 109.57; 109.572; 109.575; 109.576  
2953.32  
3301.074  
3314.19; 3314.41  
3319.088; 3319.089; 3319.22; 3319.222; 3319.29; 3319.291  
3319.303; 3319.311; 3319.313; 3319.315; 3319.39;  
3319.391; 3319.392  
3327.10  
OAC 3301-83-06

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

## FAMILY AND MEDICAL LEAVE

The Board provides leave to eligible employees consistent with the Family Medical Leave Act (FMLA). Eligible employees are entitled to up to 12 workweeks (or 26 workweeks to care for a covered servicemember) of unpaid family and medical leave in a 12-month period. The Board continues to pay the District's share of the employee's health benefits during the leave. In addition, the District reinstates the employee to the same or an equivalent position after the employee's return from leave.

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 12, 2007]

[Re-adoption date: March 25, 2008]

[Re-adoption date: June 10, 2013]

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

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

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 each year (July 1 through June 30), provided the employee worked at least 1,250 hours in the 12 months preceding the beginning of the leave.

### Types of Leave

An eligible employee may take FMLA leave for the:

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

Employees are required to substitute paid leave for unpaid FMLA leave consistent with the FMLA, Board policies and any applicable collective bargaining agreement.

### Spouses Employed by the District

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

### Intermittent and Reduced Leave

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

Reduced leave is a leave schedule that reduces 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: May 23, 1995)

(Re-approval date: March 12, 2007)

(Re-approval date: March 25, 2008)

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

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

### Confidentiality of Individually Identifiable Health Information

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

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

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

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

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

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

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

#### Privacy/Security Officer

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

#### Notice

The District shall distribute a Notice of Privacy Practices to individuals at the time of their enrollment in the health plan and within 60 days of any material revision. The notice shall also be posted in a clear and prominent location in each facility in the District and be printed in staff handbooks and the health plan booklet. The District will also notify individuals covered by the health plan of the availability of and how to obtain the notice at least once every three years.

#### Training

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

#### Documentation

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

[Adoption date: March 25, 2008]

LEGAL REFS.: Health Insurance Portability and Accountability Act; 29 USC 1181 et seq.  
45 C.F.R.  
ORC 9.01; 9.35  
149.41; 149.43  
1347.01 et seq.  
3317.061  
4113.23  
OAC 3301-35-03(A)(10)

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

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

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

If you have any questions about this notice, please contact the school's Chief Fiscal Officer.

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

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

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

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

1. as required by law;
2. for public health services;
3. in connection with the investigation of abuse, neglect or domestic violence;
4. to health oversight agencies in connection with health oversight activities;
5. for judicial and administrative proceedings;

6. for law enforcement purposes;
7. to coroners, medical examiners and funeral directors;
8. for research if a waiver of authorization has been obtained;
9. to prevent serious and imminent harm to the health or safety of a person or the public;
10. for specialized governmental functions;
11. for military and veterans activities;
12. for national security and intelligence;
13. for protective services for the President and others;
14. to the Department of State to make medical suitability determinations;
15. to correctional institutions and law enforcement officials regarding an inmate or
16. for workers' compensation if necessary to comply with the laws relating to workers' compensation and other similar programs.

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

1. Right to Inspect and Copy. You have the right to inspect and copy medical information that may be used to make decisions about you, including medical and billing records. To inspect and copy medical information about you, you must submit your request in writing to the CFO. If you request a copy of this information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request. We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed by the Board of Education.
2. Right to Amend. If you feel that the medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the District. To request an amendment, your request must be made in writing and submitted to the CFO. In addition, you must provide a reason that supports your request. We may deny your request if the information:
  - A. is not in writing or properly supported by a reason;

- B. was not created by us;
  - C. is not part of the medical record kept by the District;
  - D. is not part of the information that you would be permitted to inspect and copy or
  - E. is accurate and complete.
3. Right to an Accounting. You have the right to request an "accounting of disclosures." This is a list of the disclosures we have made of medical information about you. To request this list, you must submit your request in writing to the CFO. Your request must state a time period that may not be longer than six years and may not include dates before April 14, 2003. Your request must also indicate in what form you want the list (for example, on paper or electronically). The first list that you request within a 12-month period is free. For additional lists, we may charge you for the cost of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request before any cost is incurred.
  4. Right to Request Restrictions. You have the right to request a restriction or limitation on the medical information that we use or disclose about you for treatment, payment or healthcare operations. You also have the right to request a limit on the medical information that we disclose about you to someone who is involved in your care or the payment for your care. However, we are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you with emergency treatment. To request restrictions, you must make a written request to the CFO telling us what information you want to limit; whether you want to limit our use, disclosure or both; and to whom you want the limits to apply, for example, disclosures to your spouse.
  5. Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location; for example, by mail or only at work. To request confidential communications, you must make your request in writing to the CFO and specify how or where you wish to be contacted. We will not ask you the reason for your request and will accommodate all reasonable requests.
  6. Right to a Paper Copy of This Notice. You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy. You may obtain a copy of this notice by contacting the CFO's office.

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

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

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

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



## CERTIFICATED STAFF POSITIONS

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

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

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

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

CERTIFICATED STAFF CONTRACTS AND COMPENSATION PLANS  
(Teachers)

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

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 certificated/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 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 increments 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 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 teacher's certificate, 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 coursework 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 the 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 the 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 deemed 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.

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFICATED STAFF CONTRACTS AND COMPENSATION PLANS  
(Administrators)

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

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

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

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

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

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

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

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: May 11, 1998]

[Re-adoption date: June 11, 2001]

[Re-adoption date: August 12, 2002]

[Re-adoption date: June 13, 2005]

[Re-adoption date: March 25, 2008]

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

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

CERTIFICATED 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 to individuals 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 BCII and FBI background checks;
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.

Each employed administrator receives the following additional benefits beyond those provided to regular certificated personnel:

1. Payment of dues for one state of Ohio professional organization.
2. Board will pay six semester hours or nine quarter hours annually for coursework related to educational administration.
3. Life insurance in the amount of \$150,000.

4. 1% of employee-share retirement paid by the Board upon completion of each contract to a maximum of 5%.
5. Administrators on 260-day contracts receive four weeks of paid vacation each year.
6. Personal leave shall be limited to three days.

The Board may employ retired administrators. Retired administrators are subject to the following conditions:

1. Prior to July 1, 2009, salary is on the administrator scale with years of experience at Logan Elm credited on the schedule. After July 1, 2009, retired administrators shall be placed on step 0 of the administrator salary schedule.
2. Limited to a two-year contract. No formal evaluation required. Contract automatically terminates at end.
3. Family dental insurance provided.
4. Administrator may access insurance provided by the Board.
5. No severance retirement benefits.
6. Sick leave starts at 0 but shall earn at the same rate as other administrators.

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

(Approval date: May 11, 1998)  
(Re-approval date: March 25, 2008)  
(Re-approval date: August 31, 2009)



## CERTIFICATED STAFF SALARY SCHEDULES

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

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

Retired administrators, who are subsequently employed by the Board, prior to July 1, 2009, are granted credit on the salary schedule as determined by the Board on a case-by-case basis. After July 1, 2009, retired administrators shall be placed on step 0 of the administrator salary schedule.

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

[Re-adoption date: August 31, 2009]

LEGAL REFS.: ORC 3317.13; 3317.14  
3319.12

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

CONTRACT REF.: Teachers' Negotiated Agreement

## CERTIFICATED STAFF SUPPLEMENTAL CONTRACTS

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

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

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

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

[Adoption date: May 23, 1995]  
[Re-adoption date: August 14, 2006]  
[Re-adoption date: March 25, 2008]  
[Re-adoption date: September 14, 2015]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

Logan Elm Local School District, Circleville, Ohio

## CERTIFICATED 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.

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

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, Certificated Staff Contracts and Compensation Plans

CONTRACT REF.: Teachers' Negotiated Agreement

## CERTIFICATED STAFF LEAVES AND ABSENCES

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

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

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: May 11, 1998]

[Re-adoption date: March 25, 2008]

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

ORC 124.38

3313.20; 3313.211

3319.08; 3319.09; 3319.13; 3319.131; 3319.14; 3319.141; 3319.143

CROSS REFS.: GBR, Family and Medical Leave

GCB, Certificated Staff Contracts and Compensation Plans

CONTRACT REF.: Teachers' Negotiated Agreement

## CERTIFICATED STAFF VACATIONS AND HOLIDAYS

### Vacations

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

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

### Holidays

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

LEGAL REFS.: ORC 3313.20; 3313.63

CROSS REFS.: GCB, Certificated Staff Contracts and Compensation Plans  
Individual Staff Contracts

## CERTIFICATED STAFF RECRUITING

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

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

The search for teachers and other professional employees extends to a wide variety of educational institutions and geographical areas. The search takes into consideration the characteristics of the community and the school system as well as the need for staff members 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: May 23, 1995]

[Re-adoption date: March 25, 2008]

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

## CERTIFICATED STAFF HIRING

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

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

The following guidelines are used in the selection of personnel.

1. There is no unlawful discrimination in the hiring process.
2. The quality of instruction is enhanced by a staff with widely varied backgrounds, educational preparation and previous experience. Concerted efforts are made to maintain a variation in the staff.
3. Interviewing and selection procedures ensure that the administrator who is directly responsible for the work of a staff member has an opportunity to aid in the selection process. The final recommendation to the Board is made by the Superintendent or by another individual designated by the Board in the event that the Superintendent's nomination would create an unlawful interest in a public contract.
4. No candidate is hired without an interview and a criminal records check.
5. All candidates are considered on the basis of their merits, qualifications and the needs of the District. In each instance, the Superintendent and others having a role in the selection process seek to recommend the best qualified applicant for the job.
6. All candidates for teaching positions must meet the Ohio Department of Education's standards of highly qualified teacher (HQT).

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

### Employment of Retired Administrators

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

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

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

### Rehiring of Retirees

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

[Re-adoption date: October 7, 2013]

[Re-adoption date: August 13, 2018]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.

ORC 2921.42

3307.01; 3307.353

3313.53

3319.02; 3319.07; 3319.074; 3319.08; 3319.088; 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 CERTIFICATED STAFF EMPLOYMENT

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

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

[Re-adoption date: August 13, 2018]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 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

## SUBSTITUTE TEACHERS

The teacher notifies the sub caller as soon as possible when he/she will be absent from duty. Sub callers obtain substitutes as needed from a list approved by the County Superintendent.

Employment and payment of substitutes are official transactions and may not be arranged by teachers.

The Board approves the rate of pay for substitute teachers. Substitute teachers will be paid \$110 a day and \$55 for a half day, effective October 24, 2016. After 20 consecutive days of substituting for the same teacher, the rate of pay will be \$120 for a full day and \$57.50 for a half day. After 60 consecutive days of substituting for the same teacher, the rate of compensation is adjusted to a per diem basis according to the current adopted salary schedule. This amount is determined by placement of the substitute at the step of the salary schedule appropriate to the individual's training and experience.

Any Board-paid HSA contributions for the calendar year will be pro-rated and paid monthly. The Board contributions will be paid on the last pay of each month.

(Approval date: May 14, 2001)

(Re-approval date: June 14, 1999)

(Re-approval date: December 10, 2001)

(Re-approval date: November 13, 2006)

(Re-approval date: March 25, 2008)

(Re-approval date: October 10, 2016)

## CERTIFICATED STAFF ASSIGNMENTS AND TRANSFERS

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

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

### 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: May 23, 1995]

[Re-adoption date: March 25, 2008]

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

CONTRACT REF.: Teachers' Negotiated Agreement

## CERTIFICATED STAFF TIME SCHEDULES

### Administrators

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

### Teachers

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

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

CROSS REF.: ICA, School Calendar

CONTRACT REF.: Teachers' Negotiated Agreement

## CERTIFICATED STAFF DEVELOPMENT OPPORTUNITIES

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

Opportunities for professional growth are provided through such means as:

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF CERTIFICATED STAFF  
(Ohio Teacher Evaluation System)

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

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

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

Credentialed Evaluators

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

Effectiveness Rating

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

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

Teacher Performance Calculation

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

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

### Student Growth Calculation

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

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

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

### Professional Growth and Improvement Plans

Teachers with a final summative rating of Accomplished must develop professional growth plans with the building principal.

Teachers with a final summative rating of Skilled must develop professional growth plans collaboratively with their building principal.

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

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

### Evaluation Time Line

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



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

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

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

#### Testing for Ineffective Teachers in Core Subjects

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

#### Retention and Promotion

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

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

#### Poorly Performing Teachers

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

#### Professional Development

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

[Adoption date: May 23, 1995]  
[Re-adoption date: March 25, 2008]  
[Re-adoption date: June 10, 2013]  
[Re-adoption date: July 24, 2017]  
[Re-adoption date: August 13, 2018]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF CERTIFICATED STAFF  
(Administrators Both Certificated and Classified)

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

The purpose of administrator evaluations is to assess the performance of administrators, to provide information upon which to base employment and personnel decisions and to comply with State law. All administrators are evaluated annually. In the year an administrator's contract does not expire, the evaluation is completed by the end of the contract year, and a copy is given to the administrator.

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

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

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

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

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

Ohio Principal Evaluation System (OPES)

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

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

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

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

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

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: June 11, 2001]

[Re-adoption date: February 14, 2005]

[Re-adoption date: March 25, 2008]

[Re-adoption date: June 10, 2013]

[Re-adoption date: August 13, 2018]

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

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

EVALUATION OF CERTIFICATED STAFF  
(Administrators Both Certificated and Classified)

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

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

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

(Approval date: May 23, 1995)

[Re-approval date: June 11, 2001]

[Re-approval date: February 14, 2005]

[Re-approval date: March 25, 2008]

## EVALUATION OF SCHOOL COUNSELORS

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

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

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

### Effectiveness Rating

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

### Evaluation Time Line

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

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



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

#### Professional Growth and Improvement Plans

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

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

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

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

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

#### Retention and Promotion

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

#### Poorly Performing Counselors

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

#### Professional Development

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

[Adoption date: July 18, 2016]

[Re-adoption date: July 24, 2017]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

## REDUCTION IN CERTIFICATED 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 or for financial reasons.

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

[Adoption date: May 23, 1995]

[Re-adoption date: May 22, 2006]

[Re-adoption date: March 25, 2008]

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

CONTRACT REF.: Teachers' Negotiated Agreement

REDUCTION IN CERTIFICATED STAFF WORKFORCE  
(Administrators Both Certificated and Classified)

In accordance with State law, the Board may suspend any contract of employment entered into by the Board in accordance with the following procedures:

1. The Board, in its sole discretion, may determine to suspend any contract of employment entered into for any of the following reasons:
  - A. financial conditions of the District;
  - B. decreased enrollment of pupils in the District; school building(s) or program(s);
  - C. territorial changes affecting the District;
  - D. return to duty of a regular employee after a leave of absence;
  - E. closing or suspension of schools;
  - F. lack of work;
  - G. abolishment of position or
  - H. for any other reason that the Board deems is in the best interest of the District.
2. The Board suspends contracts in accordance with the recommendations of the Superintendent who, within each employment service area in which a reduction will occur, gives preference to the employee who has greater seniority unless it is necessary to resort to other criteria so as to achieve educational and/or administrative goals (e.g., retention of particular skills that are needed, employee experience, employee certification/licensure, preservation of programs, compliance with State and Federal laws) that could not be met by strict adherence to seniority. The primary intent is to maintain educational and/or administrative goals. An employee suspended from one employment service area does not displace any employee in another employment service area.
3. Employment service areas are as follows: assistant superintendent, athletic director, high school principal, high school assistant principal, junior high principal, elementary school principals, gifted coordinator, special education coordinator, other administrative positions, lunchroom manager and maintenance/transportation supervisor.

4. The Board calculates seniority based upon the employee's continuous employment as an administrator by the Board, including time on approved leaves of absence. If two or more employees have the same length of continuous employment, then seniority is determined by the date of the Board meeting at which the employee was hired most recently as an administrator and, then, by the determination of the Superintendent.
5. An employee whose contract of employment has been suspended under this policy has a right of restoration if and when any contracted position becomes vacant or is created for which the employee is or becomes qualified. Qualified is defined as meeting all necessary certification/licensure requirements and the duties identified in the job description for the position. An employee has a right of restoration under the conditions identified herein for the remaining term of his/her contract that has been suspended. The employee forfeits all rights of restoration at the expiration of the suspended contract.
6. The Superintendent or designee notifies any qualified employee of his/her right of restoration by a written offer of employment by certified mail to the employee's most recent address on school records. It is the employee's obligation to keep his/her address and status of certification/licensure current on District records. All employees are required to respond in writing, by certified mail, to the Superintendent within seven calendar days of the posting of the letter from the Superintendent or designee. The most senior qualified employee is given the position unless the Superintendent deems a deviation is in the best interest of the District. Any employee who fails to respond within seven days or who declines to accept the position forfeits all rights of restoration to a position.

(Approval date: June 11, 2001)

(Re-approval date: February 14, 2005)

(Re-approval date: March 25, 2008)

## RESIGNATION OF CERTIFICATED STAFF MEMBERS

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

LEGAL REFS.: ORC 3319.02; 3319.15

## SEVERANCE PAY

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

LEGAL REFS.: ORC 9.90  
124.39

CONTRACT REF.: Teachers' Negotiated Agreement

## SEVERANCE PAY

### Retirement

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

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

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

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

The amount of the benefit calculated in steps 1 and 2 shall not exceed the value of the number of days accrued but unused sick leave specified in the administrators contract or collective bargaining agreement.



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

The Board pays severance pay to the estate or life insurance beneficiary of an employee eligible to retire who dies while actively employed.

(Approval date: May 23, 1995)

(Re-approval date: March 25, 2008)

## SUSPENSION AND TERMINATION OF CERTIFICATED STAFF MEMBERS

### Suspension

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

### Termination

The contract of a certificated staff member may be terminated for good and just cause. Before terminating any contract, the Board furnishes the certificated staff member a written notice signed by the Treasurer of its intention to consider termination of his/her contract and specification of the grounds for such consideration. The Board informs the certificated staff member of his/her right to request a hearing by the Board or by an independent referee. At such a hearing, both parties may be represented by counsel and present and cross-examine witnesses.

A stenographic record of the proceedings is made. After the hearing, the Board makes its determination by majority vote. Any order of termination of a contract states the grounds for termination.

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

[Re-adoption date: August 13, 2018]

LEGAL REFS.: ORC 124.36  
3319.02; 3319.11; 3319.16; 3319.161; 3319.17

CROSS REF.: GBQ, Criminal Records Check

CONTRACT REF.: Teachers' Negotiated Agreement

## TUTORING FOR PAY

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

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

1. Tutoring is done after the regular school day, unless special exceptions are approved by the Superintendent.
2. Tutoring in the school must have the approval of the principal and must be in accordance with District requirements and guidelines for community use of school facilities.
3. When tutoring on school premises is approved, it will be performed for no more than the hourly rate of pay received by home instructors employed by the Board.

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

## CLASSIFIED STAFF POSITIONS

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

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

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

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

## CLASSIFIED STAFF CONTRACTS AND COMPENSATION PLANS

### Contracts

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

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

### Compensation Plans

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

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

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

### Payroll Practices

There shall be 26 equal, bi-weekly paydays. Payday shall occur every other Friday, unless such Friday is a non-workday for the bargaining unit. In such case, payday shall be the last regular workday prior to the Friday payday.

All employees are required to have their paychecks direct deposited. The Board shall provide direct deposit of employee paychecks to the financial institution of the employee's choice. The financial institution must be part of the Automated Clearinghouse (ACH) system. In the event that the pay date falls on a holiday, the electronic transfer shall take place the workday prior to the holiday.

Direct deposit information shall only be sent through electronic mail to the employee's school email address. Information delivered by electronic mail shall not include confidential information such as Social Security numbers or bank account information.

No paychecks or direct deposit information will be distributed prior to payday except direct deposit information delivered by electronic mail will be sent out no later than the day preceding the pay date.

[Adoption date: May 23, 1995]  
[Re-adoption date: August 14, 2006]  
[Re-adoption date: March 25, 2008]  
[Re-adoption date: August 31, 2009]  
[Re-adoption date: February 13, 2017]

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  
GD BE, Classified Staff Vacations and Holidays

## CLASSIFIED STAFF SALARY SCHEDULES

The Board develops salary schedules which:

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

Such schedules take into account the qualifications required, the responsibilities of the position and work experience. Retired classified employees employed after July 1, 2009 shall be placed on step 0 of their classified salary schedule.

An employee must serve 120 days in order to qualify for the yearly increment on a salary schedule.

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

[Adoption date: March 25, 2008]

[Re-adoption date: August 31, 2009]

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

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

## 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 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 law.

[Adoption date: May 23, 1995]

[Re-adoption date: August 14, 2006]

[Re-adoption date: March 25, 2008]

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

CROSS REFS.: GCBB Certificated Staff Supplemental Contracts  
GDB, Classified Staff Contracts and Compensation Plans  
IGD, Cocurricular and Extracurricular Activities  
IGDJ, Interscholastic Athletics



## CLASSIFIED STAFF FRINGE BENEFITS

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

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

[Adoption date: March 25, 2008]

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  
Staff Handbooks

## CLASSIFIED STAFF FRINGE BENEFITS

### Retirement

The Board complies with all Ohio statutes regarding the membership, contributions and payroll deductions concerning the School Employees Retirement System of Ohio (SERS). All employees are contributors.

The Board, at no cost to the Board, will pick up the SERS of the classified staff utilizing the salary reduction method.

1. The amount to be picked up and paid on behalf of each employee is the School Employees Retirement System approved percentage of the employee's gross annual compensation. The employee's annual compensation is reduced by an amount equal to the amount "picked up" by the Board for the purpose of state and federal tax only.
2. This procedure applies uniformly to all classified staff.

Each classified staff member should consider responsibility for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax-deferred compensation plans.

The foregoing "pick-up" provisions are governed by the rules and regulations of SERS and the IRS. If they are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board is held harmless.

### Workers' Compensation

All classified personnel, by the nature of their employment, are covered by workers' compensation in the case of being injured while on duty.

### Insurance

1. Health and Dental Insurance is offered to each classified employee, except those whose employment contract states "no benefits." Eligible employees share the cost of insurance plans at a rate determined by the Board.
2. Life Insurance: The Board covers each staff member with a term life insurance policy at a rate determined by the Board.
3. Vision Insurance: Vision insurance will be offered to classified employees eligible for benefits. Eligible employees who elect this coverage will pay the entire cost of premiums.

Employee Wellness:

A wellness committee including classified staff representatives will be formed to study and implement wellness initiatives aimed at improving employee health and quality of life. Eligibility for incentives will be contingent on completion of a health risk assessment and biometric screening. Participation is not mandatory.

(Approval date: May 23, 1995)

(Re-approval date: June 11, 2001)

(Re-approval date: May 12, 2003)

(Re-approval date: June 13, 2005)

(Re-approval date: August 14, 2006)

(Re-approval date: March 25, 2008)

(Re-approval date: August 31, 2009)

## CLASSIFIED STAFF LEAVES AND ABSENCES

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

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

[Adoption date: March 25, 2008]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2611 et seq.  
ORC 124.38 through 124.39  
3313.20; 3313.211  
3319.13; 3319.141; 3319.142; 3319.143

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

## CLASSIFIED STAFF LEAVES AND ABSENCES

1. Sick leave accumulates at a rate of one and one-quarter day per month. Sick leave is allowed to accumulate up to 300 days. Employees who have more than 300 days accumulated as of June 30, 2006 may accumulate no more than the number of days they had as of June 30, 2006.
2. Employees may use sick leave for absences because of the following reasons:
  - A. Personal illness, injury or illness caused by pregnancy.
  - B. Exposure to a contagious disease with certification by a physician as to the medical necessity of the employee's absence.
  - C. Illness or death in the immediate family. Immediate family is defined for this purpose as parents, parents-in-law, sister, sister-in-law, daughter, daughter-in-law, grandparents, grandchildren, son, son-in-law, husband, brother, brother-in-law, wife and such other persons who may live with the employee as a member of the household or who, by reasons of special circumstances, stand in the place of the above-enumerated individuals, including, but not limited to, "step" relatives.
  - D. In the event of illness, injury or death of an employee's family not listed in (c) above, the employee may take up to five days of sick leave with pay for that particular illness, injury or death. The Superintendent may grant additional days if the employee requests.
3. Not until after five consecutive days of sick leave may the employee be requested to provide a written statement that he/she was unable to perform his/her contractual duties on the days sick leave was requested.
4. The Board may require a physician's certification of the employee's physical or mental ability to return to work:
  - A. after an employee's extended absence as the result of an illness or injury;
  - B. when a serious contagious disease existed;
  - C. when an emotional breakdown, nervous breakdown or mental condition existed or
  - D. for other causes which could deny the student's rights to a proper education or cause a relapse for the employee.

5. Part-time employee's sick leave is credited according to State law.
6. Each employee is entitled to an advance of five days of sick leave regardless of whether that amount has been accumulated. These five days constitute a part of the total days for which said employee is eligible during the year.
7. A statement with the signature of the employee describing the period and cause of absence and listing the attending physician and/or hospital, if any, is required of all employees to justify the use of sick leave. State law is utilized regarding falsification of sick leave statements.
8. In all absences, a Report of Absence form must be filled out and filed with the school principal or supervisor in order for compensation to be made.
9. Use and accrual of sick leave days is reported to each employee by the Treasurer of the Board along with the other information reported on the stub of each paycheck.
10. Sick Leave Bank
  - A. Allow 35 days per year to be established in a sick leave pool for use by classified staff who are in need of additional sick leave.
  - B. A committee of employees appointed by the Superintendent decides who gets the sick leave and how many days.
  - C. A one to one ratio is utilized when an employee voluntarily contributes his/her sick leave to the bank. One day of sick leave in the sick leave bank is accrued for each three days that are contributed.
  - D. Unused days carry over to the subsequent year, but do not exceed a total of 35 days in any year.
  - E. Benefits continue to be paid by the Board in accordance with Board policy and any applicable negotiated agreements.

### Personal Leave

Personal leave is approved for employee absence with pay up to four days under the following rules:

1. Personal leave is unrestricted. Unrestricted means that personal days can be taken for any reason.

2. The employee informs the proper administrator of his/her intention to use these days at least two school days before taking such leave, except in emergencies in which case the employee notifies the administrator at the earliest possible time so that a substitute may be secured.
3. No more than one day of personal leave is granted immediately before or following a vacation or holiday. No personal leave is available for use during the first or the last week of the school year, District in-service meetings, waiver day of instruction or parent/teacher conference.
4. No more than 10% of the staff of any given building or employee group (i.e., bus drivers) may be approved for personal leave for any one workday. Exceptions to this may be granted only at the proper administrator's discretion.

#### Unpaid Leave

1. The Superintendent may grant unpaid leave for employees for up to three days for good cause.
2. Unpaid leave longer than three days and up to one year is granted for illness when a physician's statement has been presented and the staff member no longer has sick leave available. The Board may extend this leave beyond one year at their discretion. During unpaid leave, no benefits are provided to the employee by the District, except access to employee health insurance in accordance with the Family and Medical Leave Act (FMLA) and the Consolidated Omnibus Budget Reconciliation Act (COBRA).

#### Absence Procedure

When absent from duty for reasons of illness or emergency, all employees are required to apprise their supervisor as early as possible.

Bus drivers call the transportation supervisor so substitutes may be secured in time for the route to be covered.

Custodians contact the principal or the Superintendent so a substitute may be secured.

Secretaries contact their immediate supervisor.

Cafeteria personnel contact the lunchroom manager so a substitute can be secured.

Court Appearance and Jury Duty

1. Mandatory appearances for school-related incidents: If, in the course of performance of professional duties and as a result of action arising out of performance of such duties, an employee is served with a subpoena issued by any court or agency resulting in involuntary absence from school, the employee is paid his/her salary.
2. Jury duty: Any employee serving on jury duty is paid his/her salary for each working day served as a juror if he/she turns in all monies, less meals and parking, received from the court.
3. An employee is not required to use personal leave for the lawful will of a court or agency unless the employee initiated the action.

Military Leave

The parties will abide by State law regarding military leave.

(Approval date: May 23, 1995)

(Re-approval date: May 12, 2003)

(Re-approval date: June 13, 2005)

(Re-approval date: August 14, 2006)

(Re-approval date: March 12, 2007)

(Re-approval date: March 25, 2008)

(Re-approval date: August 31, 2009)



## CLASSIFIED STAFF VACATIONS AND HOLIDAYS

### Vacation

All 12-month employees are entitled to two weeks vacation each year. An employee must work 10 years before being entitled to three weeks of vacation. After 15 years' service, one day of vacation is accumulated for each year worked past year 15 until the employee reaches a maximum of 20 days vacation for 20 or more years of service. Vacation leave shall accrue at the appropriate rate on the first day of each month.

An employee is paid for the unused vacation accrued during the two years immediately preceding separation. Vacations are scheduled with the approval of the immediate supervisor or the Superintendent.

### Holidays

All nonteaching employees receive seven paid holidays as follows:

1. Labor Day
2. Thanksgiving
3. Christmas
4. New Year's Day
5. Martin Luther King Day
6. Easter
7. Memorial Day

Employees working on a 12-month basis receive 14 paid holidays, including the 4th of July.

A premium rate is paid for work performed on the following holidays:

1. Labor Day
2. Pumpkin Show Friday
3. Thanksgiving (Thursday and Friday)

4. Christmas (one-half day preceding Christmas, Christmas Day and one day following Christmas)
5. New Year's Day (one-half day preceding New Year's Day, plus New Year's Day)
6. Martin Luther King Day
7. Presidents Day
8. Easter (Good Friday, and following Monday)
9. Memorial Day
10. Independence Day

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

[Re-adoption date: October 27, 2008]

LEGAL REFS.: ORC 1.14  
3319.084; 3319.086; 3319.087

CROSS REFS.: GDB, Classified Staff Contracts and Compensation Plans  
Staff Handbooks

## CLASSIFIED STAFF RECRUITING/POSTING OF VACANCIES/HIRING

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

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

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

### Rehiring of Retirees

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

[Re-adoption date: August 13, 2018]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.

ORC Chapter 124

3309.345

3319.031; 3319.04; 3319.081 et seq.; 3319.39

3327.10

4141.29

OAC 3301-35-05; 3301-35-06

3309-1-61

CROSS REFS.: AC, Nondiscrimination  
ACA, Nondiscrimination on the Basis of Sex  
ACB, Nondiscrimination on the Basis of Disability  
GBA, Equal Opportunity Employment  
GBQ, Criminal Records Check  
GCD, Certificated 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: May 23, 1995]

[Re-adoption date: March 25, 2008]

[Re-adoption date: August 13, 2018]

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

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

CONTRACT REF.: Classified Staff Negotiated Agreement

## CLASSIFIED STAFF ORIENTATION

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

## 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 reassigned 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: May 23, 1995]

[Re-adoption date: March 25, 2008]

[Re-adoption date: August 13, 2018]

LEGAL REFS.: ORC 124.32  
3319.01  
OAC 3301-35-03(A)

CROSS REF.: GBQ, Criminal Records Check

CONTRACT REF.: Classified Staff Negotiated Agreement

## CLASSIFIED STAFF TIME SCHEDULES

The Superintendent of the District, in consultation with the appropriate administrators, will establish work schedules for the classified staff.

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

LEGAL REF.: ORC 3319.086



## CLASSIFIED STAFF DEVELOPMENT OPPORTUNITIES

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

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

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

[Adoption date: May 23, 1995]

[Re-adoption date: May 12, 2003]

[Re-adoption date: March 25, 2008]

LEGAL REF.: OAC 3301-35-03

CROSS REFS.: DLC, Expense Reimbursements  
Staff Handbooks

## EVALUATION OF CLASSIFIED STAFF

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

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

All classified staff will be evaluated prior to March 31 of each school year. Procedures used in the evaluation process are subject to Board approval or in accordance with the negotiated agreement and/or State law.

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

LEGAL REFS.: ORC Chapter 124  
Chapter 4117  
3319.081  
OAC 3301-35-02; 3301-35-03; 3301-35-05

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

REDUCTION IN CLASSIFIED STAFF WORKFORCE

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

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

LEGAL REFS.: ORC 124.32; 124.321  
3319.172  
4141.29

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: May 23, 1995]

[Re-adoption date: March 25, 2008]

LEGAL REF.: ORC 3319.081

## SEVERANCE PAY

Upon retirement, employees are entitled to be paid a sum equal to 25% of their total accumulated unused sick leave, but not to exceed 50 days. Such payment is based upon the employee's per diem rate of pay at the time of retirement, exclusive of pay for supplemental contract duties.

Payment for sick leave under this regulation eliminates all sick leave credit accrued by the employee at that time. Each new employee starts at zero days if he/she has already received severance pay because of previous SERS retirement.

Retirement severance pay is paid within 90 days of the employee's last day of service.

[Adoption date: May 23, 1995]

[Re-adoption date: March 25, 2008]

[Re-adoption date: August 13, 2018]

CROSS REF.: Staff Handbooks

## SEVERANCE PAY

A severance amount calculated by a prescribed formula applied to the employee's unused sick leave and daily rate of pay at the time of retirement is granted to certificated staff employees in compliance with State law at the time of retirement.

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

1. The individual retires from the school system.
2. Retirement is disability retirement or service retirement under any state or municipal retirement system in this state.
3. The individual is eligible for disability or service retirement as of the latest date of employment.
4. The individual proves acceptance into the retirement system by receiving and cashing his/her first retirement check within 120 days of his/her last day of employment.
5. The individual has no less than 10 years of service with the District, the state or its political subdivisions, or any combination thereof.
6. The individual signs for his/her severance check certifying that all eligibility criteria have been met.

The amount of the benefit due an employee is calculated by:

1. multiplying the employee's accrued but unused sick leave by one-fourth;
2. multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule and
3. the amount of the benefit calculated in steps 1 and 2 will not exceed the value of 50 days of accrued but unused sick leave.

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

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

(Approval date: May 23, 1995)  
(Re-approval date: March 25, 2008)

LEGAL REFS.: ORC 9.90  
124.39

## 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, with or without pay, or demote 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: March 25, 2008]

[Re-adoption date: August 13, 2018]

LEGAL REFS.: 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