

SECTION G: PERSONNEL

GA	Personnel Policies Goals
GBA	Equal Opportunity Employment
GBB	Staff Involvement in Decision Making (Also ABB)
GBCA	Staff Conflict of Interest
GBCB	Staff Conduct
GBCC	Staff Dress and Grooming
GBD	Board-Staff Communications (Also BG)
GBE	Staff Health and Safety
GBEB	Chemical Dependency
GBG	Staff Participation in Political Activities
GBH	Staff-Student Relations (Also JM)
GBI	Staff Gifts and Solicitations
GBK	Tobacco Use on District Property by Staff Members
GBL	Personnel Records
GBP	Drug-Free Workplace
GBQ	Criminal Record Check
GCA	Professional Staff Positions
GCB	Professional Staff Contracts and Compensation Plans
GCBA	Professional Staff Salary Schedules
GCBB	Professional Staff Supplemental Contracts
G CBD	Professional Staff Leaves and Absences
GCC	Professional Staff Recruiting
GCD	Professional Staff Hiring
GCE	Part-Time and Substitute Professional Staff Employment
GCI	Professional Staff Assignments and Transfers
G CJ	Professional Staff Time Schedules
GCL	Professional Staff Development Opportunities
GCN	Evaluation of Professional Staff (Also AFC)
GCPA	Reduction in Professional Staff Workforce
GCPB	Resignation of Professional Staff Members
GCPCA	Severance Pay
GCPD	Suspension and Termination of Professional Staff Members
GCQAB	Tutoring for Pay
GDA	Classified Staff Positions
GDB	Classified Staff Contracts and Compensation Plans
GDBD	Classified Staff Leaves and Absences

SECTION G: PERSONNEL
(Continued)

GDC	Classified Staff Recruiting
GDCA	Posting of Classified Staff Vacancies
GDD	Classified Staff Hiring
GDE	Part-Time, Temporary and Substitute Classified Staff Employment
GDI	Classified Staff Assignments and Transfers
GDKA	Classified Staff Extra Duty
GDL	Classified Staff Development Opportunities
GDN	Evaluation of Classified Staff (Also AFD)
GDPA	Reduction in Classified Staff Workforce
GDPB	Resignation of Classified Staff Members
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 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 positive personnel evaluation 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: December 22, 2009]

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

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

EQUAL OPPORTUNITY EMPLOYMENT

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

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

[Adoption date: December 22, 2009]

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
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; 42 USC 12101 et seq.
ORC 4112.02

CROSS REFS.: AC, Nondiscrimination
ACA, Nondiscrimination on the Basis of Sex
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: December 22, 2009]

LEGAL REF.: OAC 3301-35-05

CROSS REFS.: BCE, Board Committees
BF, Board Policy Development and Adoption
CCB, Staff Relations and Lines of Authority
CE, Administrative Councils, Cabinets and Committees
DBD, Budget Planning (Five-Year Forecast)
GCD, Professional Staff Hiring
GDD, Classified Staff Hiring
IF, Curriculum Development

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

STAFF CONFLICT OF INTEREST

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

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

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

In order that there is no conflict of interest in the supervision and evaluation of employees, at no time shall any administrator responsible for the supervision and/or evaluation of an employee be directly related to that employee.

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

[Adoption date: December 22, 2009]

LEGAL REFS.: ORC 2921.42
3313.811
3319.21
3329.10
4117.20

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

STAFF CONDUCT

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

The Board expects staff members to conduct themselves in a manner which not only reflects credit on 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: December 22, 2009]

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

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

STAFF DRESS AND GROOMING

Staff dress and grooming should enhance a positive image of the District and not disrupt the educational process, interfere with the maintenance of a positive teaching/learning climate or compromise reasonable standards of health, safety and decency.

The Board retains the authority to specify the following dress and grooming guidelines for staff. All staff members will, when assigned to District duty, including extracurricular activities:

1. be physically clean, neat and well-groomed and
2. dress in a manner reflecting their professional assignment.

[Adoption date: December 22, 2009]

LEGAL REF.: ORC 3313.20

CROSS REFS.: Professional Staff Handbook
Classified Staff Handbook

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.

Informal discussions about educational trends, issues and innovations are expected between the Board and District staff. Conversations regarding specific issues that warrant, or could warrant, official Board action are discouraged. (This does not include mandated reporting.)

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: December 22, 2009]

LEGAL REF.: ORC 3313.20

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

STAFF HEALTH AND SAFETY

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

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

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 that 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.

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 his/her supervisor and request the necessary forms to apply for payment under this act.

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

[Adoption date: December 22, 2009]

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.
ORC 3313.643; 3313.71; 3313.711
3327.10
4113.23
4123.01 et seq.

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 Record Check
Staff Handbooks

CHEMICAL DEPENDENCY

The Board of Education recognizes alcoholism and drug abuse as treatable illnesses. Such illnesses may impair the performance of staff members. When appropriate, the Board may assist such employees in a manner recommended by appropriate specialists in the treatment of those illnesses.

A staff member having an illness or other problem relating to the use of alcohol or other drugs including, controlled substances, medications not prescribed by the employee's physician, or medications not taken as prescribed, will receive the same careful consideration and offer of assistance that is presently extended to staff members having any other illness.

The responsibility to correct unsatisfactory job performance, attendance or behavioral problems resulting from a suspected health problem rests with the staff member. Additionally, regardless of whether a staff member has an illness or other problem relating to the use of alcohol or other drugs, it remains the responsibility of the staff member to report to work and perform his/her duties in a fit and appropriate condition at all times. Being under the influence of alcohol or other drugs while on duty, on school property, or at a school-related activity/event is not acceptable. Failure to correct unsatisfactory job performance, attendance or behavior and/or working or reporting to work under the influence of alcohol or other drugs will result in appropriate corrective or disciplinary action as determined by the Board, up to and including termination.

If a staff member sustains a workplace injury while he/she is under the influence of alcohol or a controlled substance not prescribed by his/her physician, he/she may be disqualified for compensation and benefits under the Workers Compensation Act. If the staff member tests positive or refuses to submit to a test for alcohol and/or other drugs after sustaining a workplace injury, the employee may dispute or prove untrue the presumption or belief that alcohol and/or other drugs are the proximate cause of the injury (i.e., rebuttable presumption). The Board directs the Superintendent to establish guidelines and post a notice advising employees that the results of, or the employees refusal to submit to an alcohol or other drug test may affect an employee's right to receive workers' compensation benefits.

No staff member will have his/her job security or promotion opportunities jeopardized by his/her voluntary request for counseling or referral assistance.

Staff members who suspect they may have an alcohol or other drug abuse problem are encouraged to seek counseling and information on a confidential basis by contacting resources available for such service.

[Adoption date: December 22, 2009]

LEGAL REFS.: Drug-Free Workplace Act of 1988; 41 USC 701 et seq.;
20 USC 3474, 1221e-3(a)(1)
Drug-Free Campus and Schools Act; 20 USC 3224(a)
ORC 2925.01 et seq.
3719.01
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
GBP, Drug Free Workplace
GBQ, Criminal Record Check
Staff Handbooks

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

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

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

[Adoption date: December 22, 2009]

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

STAFF-STUDENT RELATIONS

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

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

Although it is desired that staff members have a sincere interest in students as individuals, partiality and the appearance of impropriety must be avoided. Excessive informal and/or social involvement with 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 unprofessional 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 staff members and students is prohibited.
7. Staff members shall not use insults or sarcasm against students as a method of forcing compliance with requirements or expectations.
8. Staff members shall maintain a reasonable standard of care for the supervision, control and protection of students commensurate with their assigned duties and responsibilities.

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

[Adoption date: December 22, 2009]

CROSS REFS.: GBC, Staff Ethics
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 REFS.: Teachers' Negotiated Agreement
Classified Staff Negotiated Agreement

STAFF GIFTS AND SOLICITATIONS

Gifts

The Board authorizes the expenditure of public funds to purchase meals, refreshments and 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 and recognition activities and certain routine meetings that may be enhanced by such amenities.

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

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

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

Vendor Compensation

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

Solicitations

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

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

[Adoption date: December 22, 2009]

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

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

TOBACCO USE 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 and tobacco use in all District-owned, leased or contracted buildings, grounds and vehicles.

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: December 22, 2009]

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

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

PERSONNEL RECORDS

The Superintendent develops and implements a comprehensive and efficient system of personnel records. The Board Executive Secretary 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 government or considered pertinent by the Superintendent. Anonymous material or material from an unidentified source is not placed in a staff member's file.
2. A personnel file for each employee is accurately maintained in the District office in accordance with administrative regulations incorporating the requirements set forth under the Ohio Privacy Act for the protection of employees. Employees will be notified whenever personal information concerning them is placed in their file.
3. 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.
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 employee and becomes part of the employee's personnel file after the appeal procedure outlined in the Ohio Revised Code. The appeal procedure permits any employee who disputes the accuracy, relevance, timeliness or completeness of information maintained in his/her file to compel the District to investigate the current status of the information.
8. Personnel records should be reviewed only within the confines of the Superintendent's office or the Board's office.

[Adoption date: December 22, 2009]

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

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

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

DRUG-FREE WORKPLACE

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, the Board endeavors to provide a safe workplace for all employees.

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

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

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

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

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

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

[Adoption date: December 22, 2009]

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

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

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

CRIMINAL RECORD CHECK

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

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

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

After taking an adverse action, the applicant or employee is given a written adverse action notice which includes the name, address and telephone number of the BCII/FBI, a statement that the BCII/FBI did not make the decision to take the adverse action and cannot give specific reasons for it, the individual's right to dispute the accuracy or completeness of any information furnished by the BCII/FBI and the individual's right to an additional free criminal record check from the BCII/FBI upon request within 60 days. Any person conditionally hired who fails to pass a BCII/FBI criminal background check shall be released from employment.

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

State law requires subsequent criminal records checks every five years for all school employees.

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 record check shall be assured that all records pertaining to such information are destroyed.

Volunteers

Current and prospective volunteers who have or will have unsupervised access to students on a regular basis will, at any time, be subject to a criminal record check.

Contractors

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

[Adoption date: December 22, 2009]

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

ORC 109.57; 109.572; 109.575

2953.32

3301.074

3319.088; 3319.22; 3319.222; 3319.29; 3319.291; 3319.302; 3319.303;

3319.304; 3319.311; 3319.313; 3319.315; 3319.39

OAC 3301-83-06

CROSS REFS.: EEAC, School Bus Safety Program

GBL, Personnel Records

GCD, Professional Staff Hiring

GCPD, Suspension and Termination of Professional Staff Members

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

PROFESSIONAL STAFF POSITIONS

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

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

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

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

[Adoption date: December 22, 2009]

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

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS
(Teachers)

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

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

Teacher Contracts

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

The basic types of contracts are as follows:

1. Limited Contract

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

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

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

2. Extended Limited Contract

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

3. Continuing Contract

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

A continuing contract may be issued to eligible teachers who:

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

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

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

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

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

[Adoption date: December 22, 2009]

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; 3319.26

CROSS REFS.: GCBA, Professional Staff Salary Schedules
GCBB, Professional Staff Supplemental Contracts
GCBD, Professional Staff Leaves and Absences

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS
(Administrators)

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

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

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

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

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

The Superintendent's recommendation is considered in all contract renewals. All administrators are evaluated annually. In the year an administrator's contract does not expire, the evaluation is completed 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 administrative license valid for employing a superintendent or any other administrator, consistent with State law.

[Adoption date: December 22, 2009]

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

CROSS REFS.: GCBA, Professional Staff Salary Schedules
GCBB, Professional Staff Supplemental Contracts
G CBD, Professional Staff Leaves and Absences

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS
(Administrators)

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

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

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

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

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

(Approval date: December 22, 2009)

PROFESSIONAL STAFF SALARY SCHEDULES

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

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

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

[Adoption date: December 22, 2009]

LEGAL REFS.: ORC 3317.13; 3317.14
3319.12

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

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF SUPPLEMENTAL CONTRACTS

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

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

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

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

[Adoption date: December 22, 2009]

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

CROSS REFS.: GCB, Professional Staff Contracts and Compensation Plans
IGD, Cocurricular and Extracurricular Activities
IGDJ, Interscholastic Athletics

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF LEAVES AND ABSENCES

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

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

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

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

[Adoption date: December 22, 2009]

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 REF.: GCB, Professional Staff Contracts and Compensation Plans

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF RECRUITING

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

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

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

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

[Adoption date: December 22, 2009]

LEGAL REF.: OAC 3301-35-03

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

PROFESSIONAL STAFF HIRING

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

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

The following guidelines are used in the selection of personnel.

1. There is no unlawful discrimination in the hiring process.
2. The quality of instruction is enhanced by a staff with widely varied backgrounds, educational preparation and previous experience. Concerted efforts are made to maintain a variation in the staff.
3. Interviewing and selection procedures ensure that the administrator who is directly responsible for the work of a staff member has an opportunity to aid in the selection process. The final recommendation to the Board is made by the Superintendent.
4. No candidate is hired without an interview and a criminal record check.
5. All candidates are considered on the basis of their merits, qualifications and the needs of the District. In each instance, the Superintendent and others having a role in the selection process seek to recommend the best qualified applicant for the job.

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

Employment of Retired 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: December 22, 2009]

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

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

PROFESSIONAL STAFF HIRING
(Administrators both Professional and Classified)

The Board recognizes that it is vital to the successful operation of the District that administrative positions created by the Board be filled with highly qualified and competent personnel. The Board may contract with the governing board of the educational service center from which it otherwise receives services to conduct searches and recruitment of candidates for assistant superintendent, principal, assistant principal and other administrator positions.

The Board approves the employment, determines the compensation and establishes the term of employment for each administrator employed by the Board. Individuals may be employed as administrators pursuant to a limited contract for a term not to exceed three years, unless the individual has been employed by the Board as an administrator in the District for three or more years, in which case his/her term of the contract shall be for not more than five years and, unless the Superintendent recommends otherwise, not less than two years. If, however, the Superintendent so recommends, all subsequent contracts granted to such individual must be for a term of not fewer than two years nor more than five years.

The Board employs those candidates nominated by the Superintendent, unless otherwise authorized by law.

Any person employed as an assistant superintendent, principal, assistant principal or other administrator must possess a valid certificate/license issued pursuant to State law and must file a copy of his/her certificate/license with the District.

Relatives of Board members may be employed by the Board, provided the member of the Board does not participate in any way in the discussion or vote on the employment when such a conflict of interest is involved.

An individual who is related to staff member(s) may be employed as an administrator by the Board provided the administrator is not placed in a position in which he/she supervises directly the staff member to whom he/she is related.

Applications for employment as an administrator are not accepted from any current Board member. If a Board member wishes to apply for a position on the administrative staff, his/her resignation must be accepted by the Board prior to submitting an application.

The employment of administrative staff members prior to approval by the Board is authorized when their employment is required to maintain continuity in the educational program. Employment is recommended by the Superintendent to the Board at the next regular meeting.

The Superintendent may recommend and the Board may approve the reemployment of an administrative staff member at any regular or special meeting held during the period beginning on the first day of January of the calendar year immediately preceding the year of expiration of the employment contract and ending on the last day of March in the year the employment contract expires.

The Board may, by a three-fourth's majority vote of its full membership, reemploy an assistant superintendent, principal, assistant principal or other administrator whom the Superintendent refuses to nominate. If need be, and to the extent permitted by law, the Board may request the State Board of Education to issue a one-year temporary educator license to an administrator whom the Superintendent has refused to nominate for reemployment in an administrative position, provided the candidate is of good moral character and has earned at least a baccalaureate degree in a field related to finance or administration from an accredited institution of higher learning or has at least five years of recent work experience in education, management or administration.

Before taking action to renew or nonrenew the contract of any administrator, the Board notifies each such administrator of the date his/her contract expires and informs the administrator that he/she may request a meeting with the Board to discuss its reasons for considering renewal or nonrenewal of his/her contract. Upon the request of the administrator, the Board meets with him/her in executive session. The administrator is permitted to have a representative of his/her choice present at that meeting.

If the Board fails to provide the evaluations as required by Board policy or if the Board fails to provide, following the request of the administrator, a meeting for the purpose of discussing the Board's reasons for considering renewal or nonrenewal of the administrator's contract, then the administrator is automatically reemployed at the same salary plus any increments that may be authorized by the Board, and the term of reemployment is one year, unless the individual has been employed as an administrator by the District for three or more years in which case the reemployment is for a term of two years.

Furthermore, an administrator is deemed reemployed upon expiration of his/her contract term unless the administrator notifies the Board to the contrary on or before the first day of June, or unless the Board either reemploys the administrator for a succeeding term or gives written notice of its intent not to reemploy the administrator on or before the last day of March in the year in which said contract expires. In such instances, the reemployment is at the same salary plus any increments that may be authorized by the Board, and the term of reemployment is one year, unless the individual has been employed as an administrator by the District for three or more years in which case the reemployment is for a term of two years.

Any administrator's intentional misstatement of fact material to qualifications for employment or reemployment, or to the determination of salary, is considered by this Board to constitute grounds for dismissal.

All administrators must become familiar with the policies of the Board and other such guidelines, regulations, memoranda, bulletins and handbooks that pertain to their duties in the District. Any administrator employed by the Board who is guilty of any willful violation of the policies of the Board is guilty of gross insubordination and is subject to dismissal or such lesser penalty as the Board may prescribe.

Except by mutual agreement of the parties thereto, no administrator is transferred during the term of his/her contract to a position of lesser responsibility. Furthermore, no contract may be terminated or suspended except in accordance with State law.

The Superintendent prepares administrative guidelines for the recruitment and selection of administrative staff.

(Approval date: December 22, 2009)

PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

All professional personnel serving as substitute teachers or in part-time positions are recommended by the Superintendent for appointment by the Board. The rates of pay for such employment are recommended by the Superintendent and established by the Board. Substitute employees may not participate in the health and welfare plans or other fringe benefits of the District, except as provided by statute.

The employment of substitute teachers is centralized for the District in the office of the Superintendent. Candidates selected are recommended to the Board for placement on the list of approved substitutes.

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

[Adoption date: December 22, 2009]

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

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

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

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

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

Assignment to Nonpublic Schools

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

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

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

Administrators

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

[Adoption date: December 22, 2009]

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

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF TIME SCHEDULES

Administrators

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

Teachers

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

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

[Adoption date: December 22, 2009]

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

CROSS REF.: ICA, School Calendar

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

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

Opportunities for professional growth are provided through such means as:

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

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

[Adoption date: December 22, 2009]

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

CROSS REFS.: DLC, Expense Reimbursements
GCBD, Professional Staff Leaves and Absences

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF PROFESSIONAL STAFF
(Teachers)

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

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

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

[Adoption date: December 22, 2009]

LEGAL REFS.: ORC 3319.01; 3319.11; 3319.111
Chapter 4117
OAC 3301-35-06

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

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF PROFESSIONAL STAFF
(Administrators Both Professional and Classified)

The Superintendent institutes and maintains a comprehensive program for the evaluation of administrative personnel. Administrative personnel are all persons issued contracts in accordance with the Ohio Revised Code.

The purpose of administrator evaluations is to assess the performance of administrators, to provide information upon which to base employment and personnel decisions and to comply with the requirements of State law. All administrators are evaluated annually. In the year an administrator's contract does not expire, the evaluation is completed by the end of the contract year, and a copy is given to the administrator. For those employees whose contracts are expiring at the end of the current school year, two evaluations must be completed. A preliminary written 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. The employee may request a meeting with the Board in executive session 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.

[Adoption date: December 22, 2009]

LEGAL REFS.: ORC 3319.02; 3319.03; 3319.04; 3319.16; 3319.17; 3319.171; 3319.22
OAC 3301-35-06

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

REDUCTION IN PROFESSIONAL STAFF WORKFORCE

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

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

[Adoption date: December 22, 2009]

LEGAL REFS.: ORC 3319.02; 3319.081; 3319.17; 3319.171; 3319.172

CONTRACT REF.: Teachers' Negotiated Agreement

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

The Board recognizes that no contract entered into with a member of the administrative staff may be suspended except in the following manner. Accordingly, this policy was developed with input from the District's administrative staff.

The reasons for which the Board considers suspending an administrator's contract are:

1. a decrease in the District's enrollment;
2. a return to duty of an administrator after a leave of absence;
3. the suspension of schools or territorial changes affecting the District;
4. financial conditions affecting the District or
5. reorganization and/or consolidation of administrative functions.

The following procedure is followed in the event that the Board determines it is necessary to reduce its administrative staff through a suspension of contract.

If it is necessary to achieve a reduction in the administrative staff, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making his/her recommendation, the Superintendent gives consideration to administrators who have the greater seniority in administrative service with the District among those who are properly certificated/licensed for a particular position. However, the Board recognizes that administrative positions are not interchangeable, and that the primary factor in any reduction of administrators is the best interest of the District.

Any administrator whose contract is to be suspended as the result of a reduction in the administrative staff is notified, in writing, of his/her intended suspension at least 15 calendar days prior to the next regularly-scheduled Board meeting at which the action is to be taken.

The suspension becomes effective no sooner than 30 days after said action.

An administrator whose contract is suspended pursuant to this policy and who was employed by the District previously under a continuing contract as a teacher or who had a continuing contract as a teacher elsewhere prior to being employed by the District as an administrator and who has served the District for at least two years, is offered a position in the District as a classroom teacher in his/her area of certification/licensure, provided he/she possesses more seniority of service than the teacher with the least seniority of service who is currently employed.

Administrators whose contracts are suspended are on the administrative recall list for a period of two years from the last day of active employment by the District, unless the administrator has accepted, prior to such time, other employment.

Administrators who are on the administrative recall list have the right of recall only to their prior position (i.e., “assistant principal at the middle school”) and only if the Board re-institutes that position. However, the Board considers such administrators for openings occurring in any other administrative position for which the administrator is qualified and holds the appropriate certification/licensure. The primary factor in filling administrative positions are the best interests of the District.

An administrator is notified of a recall by certified mail and must accept, in writing, the employment within 15 days of service of the recall notice. It is the administrator’s responsibility to maintain a current mailing address and e-mail address with the Board. Failure to accept recall within 15 days is interpreted as an indication that the administrator does not wish to return to active employment in the District and results in the removal of the administrator from the recall list. If the recall occurs after August 1, the administrator must respond, in writing, within five days or he/she is removed from the recall list.

(Approval date: December 22, 2009)

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

Any professional staff member whose contract is 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. At his/her discretion the Superintendent may accept resignation on behalf of the Board.

[Adoption date: December 22, 2009]

LEGAL REFS.: ORC 3319.02; 3319.15

SEVERANCE PAY

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

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

[Adoption date: December 22, 2009]

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 have not fewer than 10 years of service with this District, the State or its political subdivisions, or any combination thereof.

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 one and two 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.

(Approval date: December 22, 2009)

SUSPENSION AND TERMINATION OF PROFESSIONAL STAFF MEMBERS

Suspension

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

Termination

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

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

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

[Adoption date: December 22, 2009]

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

CROSS REF.: GBQ, Criminal Record 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.

[Adoption date: December 22, 2009]

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: December 22, 2009]

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, serve a probationary period of not less than 60 days nor more than one year. This period is set by the local municipal civil service commission. If such employees successfully complete this probationary period, they are considered as permanent employees.

Compensation Plans

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

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

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

[Adoption date: December 22, 2009]

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

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

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: December 22, 2009]

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 REF.: GDB, Classified Staff Contracts and Compensation Plans

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF RECRUITING/POSTING OF VACANCIES/HIRING

The recruitment and selection of suitable candidates for positions are 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: December 22, 2009]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC Chapter 124
3309.345
3319.04; 3319.081 et seq.; 3319.39
3327.10
4141.29
OAC 3301-35-05; 3301-35-06
3309-1-61

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

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF HIRING

The Board recognizes that it is vital to the successful operation of the District that positions created by the Board are filled with qualified and competent personnel. The Board further recognizes that, as a condition of employment, all qualified candidates are subject to the employment practices and procedures of the District.

The Board approves the employment, fixes the compensation and establishes the term of employment for each person employed by this District.

The District staff processes all applications for employment in a manner specified by law and the District. All applications for classified staff employment are referred to the Board secretary and, as appropriate, the administrative council.

1. Approval for employment is given only to those candidates recommended by the Superintendent.
2. Relatives of Board members may be employed by the Board, provided the member of the Board involved does not participate in any of the discussion or vote on the employment of a member of his/her immediate family.
3. Any classified staff employee's misstatement of fact material to qualifications for employment or the determination of salary is considered by this Board to constitute grounds for dismissal.
4. The employment of classified staff employees on a temporary emergency basis by the Board is authorized when their employment is required to maintain continuity of services in the District.
5. The administration administers tests that have been approved by the District as may bear upon the candidate's ability to perform the tasks for which he/she is being considered.
6. The administration seeks such recommendations from former employers and others who may be of assistance in assessing the candidate's qualifications. Such records are retained confidentially and are for official use only.
7. All candidates are recruited specifically for the position of intent with equal opportunity given to all in compliance with all State and Federal law.

8. The Superintendent annually presents to the Board at its regular meeting in May the number of classified employees.

(Approval date: December 22, 2009)

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 employees may not participate in the health and welfare plans or other fringe benefits of the District, except as provided by statute. 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: December 22, 2009]

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

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

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF ASSIGNMENTS AND TRANSFERS

The assignment and transfer of all classified staff are the responsibility of the Superintendent. Promotional transfers are made only by the Board upon the recommendation of the Superintendent. A request for transfer may be made in writing to the Superintendent.

Assignments to Nonpublic Schools

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

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

[Adoption date: December 22, 2009]

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

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF EXTRA DUTY

The Board recognizes that it may be necessary for classified staff employees to work more than 40 hours during a given workweek. The Superintendent/designee establishes regulations governing overtime provisions in accordance with the negotiated agreement.

[Adoption date: December 22, 2009]

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

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

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF DEVELOPMENT OPPORTUNITIES

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

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

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

[Adoption date: December 22, 2009]

LEGAL REF.: OAC 3301-35-03

CROSS REF.: DLC, Expense Reimbursements

EVALUATION OF CLASSIFIED STAFF

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

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

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

[Adoption date: December 22, 2009]

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

CONTRACT REF.: Classified Staff Negotiated Agreement

REDUCTION IN CLASSIFIED STAFF WORKFORCE

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

[Adoption date: December 22, 2009]

LEGAL REFS.: ORC 124.32; 124.321
3319.172
4141.29

CONTRACT REF.: Classified Staff Negotiated Agreement

RESIGNATION OF CLASSIFIED STAFF MEMBERS

Any classified staff member may terminate his/her contract of employment with the District by filing a written notice with the Superintendent. At his/her discretion the Superintendent may accept resignation on behalf of the Board.

[Adoption date: December 22, 2009]

LEGAL REF.: ORC 3319.081

SUSPENSION, DEMOTION AND TERMINATION OF CLASSIFIED STAFF MEMBERS

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

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

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

[Adoption date: December 22, 2009]

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

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Classified Staff Negotiated Agreement