

SECTION G: PERSONNEL

GA	Personnel Policies Goals
GAA	Personnel Policies Priority Objectives
GB	General Personnel Policies
GBA	Equal Opportunity Employment
GBB	Staff Involvement in Decision Making (Also ABB)
GBC	Staff Ethics
GBCA	Staff Conflict of Interest
GBCB	Staff Conduct
GBCC	Staff Dress and Grooming
GBD	Board-Staff Communications (Also BG)
GBE	Staff Health and Safety
GBEA	HIV/AIDS (Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome) (Also JHCCA)
GBEB	Chemical Dependency
GBF	Staff Participation in Community Activities (Also KE)
GBG	Staff Participation in Political Activities
GBH	Staff-Student Relations (Also JM)
GBI	Staff Gifts and Solicitations
GBJ	Staff Funds Management
GBK	Smoking on District Property by Staff Members
GBL	Personnel Records
GBM	Staff Complaints and Grievances
GBN	Extended Group Health Coverage
GBO	Verification of Employment Eligibility
GBP	Drug-Free Workplace
GBQ	Criminal Record Check
GBR	Family and Medical Leave
GBS	Health Insurance Portability and Accountability (HIPAA)
GC	Certificated Staff
GCA	Certificated Staff Positions
GCB	Certificated Staff Contracts and Compensation Plans
GCBA	Certificated Staff Salary Schedules
GCBA A	Certificated Staff Merit System
GCBB	Certificated Staff Supplemental Contracts
GCBC	Certificated Staff Fringe Benefits
GCBC-5	Part-Time Employees – Fringe Benefits
GCBD	Certificated Staff Leaves and Absences
GCBD A	Certificated Staff Assault Leave
GCBE	Administrative Staff Vacations and Holidays
GCC	Certificated Staff Recruiting
GCCA	Posting of Certificated Staff Vacancies

SECTION G: PERSONNEL
(Continued)

GCD	Certificated Staff Hiring
GCE	Part-Time and Substitute Certificated Staff Employment
GCEA	Arrangements for Certificated Staff Substitutes
GCF	Certificated Staff Orientation
GCG	Certificated Staff Probation and Tenure
GCH	Certificated Staff Seniority
GCI	Certificated Staff Assignments and Transfers
GCJ	Certificated Staff Time Schedules
GCK	Certificated Staff Workload
GCKA	Certificated Staff Extra Duty
GCKB	Certificated Staff Meetings
GCL	Certificated Staff Development Opportunities
GCLA	Certificated Staff Visitations and Conferences
GCM	Supervision of Certificated Staff
GCN	Evaluation of Certificated Staff (Also AFC)
GCO	Certificated Staff Promotions
GCP	Certificated Staff Termination of Employment
GCPA-R	Reduction in Certificated Staff Workforce
GCPA-R2	Suspension of Administrative Contracts for Reduction in Force
GCPB	Resignation of Certificated Staff Members
GCPC	Retirement of Certificated Staff Members
GCPCA	Severance Pay
GCPD	Suspension and Termination of Certificated Staff Members
GCQ	Miscellaneous Certificated Staff Policies
GCQA	Nonschool Employment by Certificated Staff Members
GCQAA	Certificated Staff Consulting Activities
GCQAB	Tutoring for Pay
GCQB	Certificated Research and Publishing
GCQC	Exchange Teaching
GCQD	Professional Organizations
GD	Classified Staff
GDA	Classified Staff Positions
GDB	Classified Staff Contracts and Compensation Plans
GDBA	Classified Staff Salary Schedules
GDBAA	Classified Staff Merit System
GDBB	Classified Staff Pupil Supplemental Contracts
GDBC	Classified Staff Fringe Benefits
GDBD	Classified Staff Leaves and Absences
GDBE	Classified Staff Vacations and Holidays
GDC	Classified Staff Recruiting
GDCA	Posting of Classified Staff Vacancies
GDD	Classified Staff Hiring

SECTION G: PERSONNEL
(Continued)

GDE	Part-Time, Temporary and Substitute Classified Staff Employment
GDEA	Arrangements for Classified Staff Substitutes
GDF	Classified Staff Orientation
GDG	Classified Staff Probation and Tenure
GDH	Classified Staff Seniority
GDI	Classified Staff Assignments and Transfers
GDJ	Classified Staff Time Schedules
GDK	Classified Staff Work Load
GDKA	Classified Staff Extra Duty
GDKB	Classified Staff Meetings
GDL	Classified Staff Development Opportunities
GDLA	Classified Staff Visitations and Conferences
GDM	Supervision of Classified Staff
GDN	Evaluation of Classified Staff (Also AFD)
GDO	Classified Staff Promotions
GDP	Classified Staff Termination of Employment
GDPA	Reduction in Classified Staff Workforce
GDPB	Resignation of Classified Staff Members
GDPC	Retirement of Classified Staff Members
GDPCA	Severance Pay
GDPD	Suspension, Demotion and Termination of Classified Staff Members
GDQ	Miscellaneous Classified Staff Policies
GDQA	Nonschool Employment by 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: August 23, 2004]

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)

Upper Valley Career Center, Piqua, 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, citizenship status, religion, gender, economic status, age, military status, ancestry or disability.

[Adoption date: August 23, 2004]

[Re-adoption date: August 24, 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 Amendments Act of 2008; 42 USC 12101 et seq.
ORC Chapter 4112.02
5903.01(G)

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: August 23, 2004]

LEGAL REF.: OAC 3301-35-05

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

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 a 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: August 23, 2004]

[Re-adoption date: August 24, 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 policies of the Board and the administrative regulations designed to implement them.

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

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

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

[Adoption date: August 23, 2004]

[Re-adoption date: June 24, 2006]

[Re-adoption date: August 24, 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: August 24, 2009]

LEGAL REF.: ORC 3313.20

CROSS REFS.: Certificated 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.

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 program or classroom is being made for other than general interest, Board members shall inform the Superintendent and make arrangements for a visitation through the appropriate director. 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 administrator the reason(s) for the visit. Official visits by Board members are carried out only under Board authorization.

[Adoption date: August 23, 2004]

LEGAL REF.: ORC 3313.20

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

STAFF HEALTH AND SAFETY

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

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

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

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.

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 immediate supervisor and request the necessary forms to make application for payment under this act.

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

[Adoption date: August 23, 2004]

[Re-adoption date: December 20, 2005]

[Re-adoption date: August 24, 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.
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 Record Check
Staff Handbooks

STAFF HEALTH AND SAFETY

Workers' Compensation Benefits Eligibility – Chemical Testing

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

Testing Procedures

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

1. Within eight hours of the injury, the employee's blood alcohol level tests equal to or greater than .08%*.
2. Within eight hours of the injury, the employee's breath alcohol level tests equal to or greater than .08g/210L*.
3. Within eight hours of the injury, the employee's urine alcohol level tests equal to or greater than .11g/100 ml*.
4. Within 32 hours of the injury, the employee tests above both the following levels established for an enzyme multiplied immunoassay technique (EMIT) screening test and above the following levels established for a gas chromatography/mass spectrometry test, or in the alternative, above the levels established for a gas chromatography/mass spectrometry (GC/MS) test alone as follows, for substances not prescribed by a physician:
 - A. for amphetamines, 1000 ng/ml of urine for the EMIT test and 500 ng/ml of urine for the GC/MS test;
 - B. for cannabinoids, 50 ng/ml of urine for the EMIT test and 15 ng/ml of urine for the GC/MS test;
 - C. for cocaine, including crack cocaine, 300 ng/ml of urine for the EMIT test and 150 ng/ml of urine for the GC/MS test;
 - D. for opiates, 2000 ng/ml of urine for the EMIT test and 2000 ng/ml of urine for the GC/MS test and
 - E. for phencyclidine, 25 ng/ml of urine for the EMIT test and 25 ng/ml of urine for the GC/MS test.

5. The employee, through a chemical test administered within 32 hours of the injury, is determined to have barbiturates, benzodiazepines, methadone or propoxyphene in the employee's system that tests above levels established by laboratories certified by the U.S. Department of Health and Human Services (HHS).
6. The employee refuses to submit to a requested chemical test.

Legal Protections

All testing will be conducted by a qualified, federally certified testing laboratory or a laboratory that meets or exceeds HHS standards for laboratory certification selected by the Board, and any positive test result will be confirmed by a medical review officer.

Confidentiality

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

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

[Approval date: December 20, 2005]

[Re-adoption date: June 28, 2010]

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: August 23, 2004]

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 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 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 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 are 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. Nothing in this policy prohibits District staff and students from the use of educational web sites.

[Adoption date: August 23, 2004]

[Re-adoption date: August 24, 2009]

File: GBH (Also JM)

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

STAFF GIFTS AND SOLICITATIONS

Gifts

The Board authorizes the expenditure of public funds to purchase meals, refreshments and favors for employees and Board members in the completion of their responsibilities. The Board believes that such expenditures are necessary, on occasion, to further a public purpose in the general operation of the District. Such public purpose includes, but may not be limited to, employee development 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. The building administrator appoints, or employees may volunteer for, a small social committee to plan social affairs such as teas and luncheons.
2. Any gifts to be presented to departing employees by their respective groups are at the discretion of the group involved.

Travel Vendor Compensation

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

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

Solicitations

No organization may solicit funds of staff members in the schools, nor may anyone distribute flyers or other materials related to fund drives through the schools, without the prior approval of the Superintendent.

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

[Adoption date: August 23, 2004]

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

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

SMOKING ON DISTRICT PROPERTY BY STAFF MEMBERS

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

Recognizing these health issues, the Board prohibits smoking in all District-owned, leased or contracted buildings and vehicles. The Board may designate legally compliant outdoor smoking areas.

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

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

[Adoption date: August 23, 2004]

[Re-adoption date: August 27, 2007]

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

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

PERSONNEL RECORDS

The Superintendent develops and implements a comprehensive and efficient system of personnel records. The Superintendent is hereby designated as the employee directly responsible for the personnel records system. The following guidelines govern such records.

1. Personnel files contain records and information relative to compensation, payroll deductions, evaluations and such information as may be required by state or federal government 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.
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 determines no action is warranted, the investigation report must be moved from the employee's personnel file to a separate public file.

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

[Adoption date: August 23, 2004]

[Re-adoption date: August 27, 2007]

[Re-adoption date: August 24, 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

DRUG-FREE WORKPLACE

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

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

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

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

Employees are given a copy of the standards of conduct and the statement of disciplinary sanctions and are notified that compliance with the standards of conduct is mandatory. Employees who violate the policy shall be subject to disciplinary proceedings in accordance with prescribed administrative regulations, local, State and Federal law, 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: August 23, 2004]

[Re-adoption date: December 20, 2005]

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

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

CRIMINAL RECORD CHECK

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

The Board may employ persons responsible for the care, custody or control of students on the condition that the candidate submit to and pass a BCII criminal record check in accordance with the Ohio Revised Code. Applicants are given a separate written statement informing them that the Board may use a criminal record check as part of the initial hiring process and at various times during the employment career. This notice must be on a separate document which only contains this notice. The applicant's written authorization to obtain the criminal record check will be obtained prior to obtaining the criminal record check.

Prior to taking an adverse action against an applicant or employee (such as declining to employ, reassigning an employee, denying a promotion, suspension, 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 titled "A Summary of Your Rights Under the Fair Credit Reporting Act."

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

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

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

Teachers/Paraprofessionals (Aides) are required to submit to criminal record checks for initial licenses, certificates or permits at the time of application; at all applications for renewal of licenses, certificates or permits; and every five years if teaching under an eight-year professional teaching certificate or permanent teaching certificate.

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

Volunteers

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

Contractors

Criminal record 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: August 23, 2004]

[Re-adoption date: August 27, 2007]

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

ORC 109.57; 109.572; 109.575; 109.576

2953.32

3301.074

3314.19; 3314.41

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

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

3319.391; 3319.392

3327.10

OAC 3301-27-01

3301-83-06

CROSS REFS.: GBL, Personnel Records

GCD, Certificated Staff Hiring

GCPD, Suspension and Termination of Certificated Staff Members

GDD, Classified Staff Hiring

GDPD, Suspension, Demotion and Termination of Classified Staff Members

IICC, Volunteers

LEA, Student Teaching and Internships

CRIMINAL RECORD CHECK

Initial Employment

The District pays for the initial employment criminal background check.

\$15 BCI

\$24 FBI (for employees who have not lived in Ohio the last five years)

High School Employees – BCI/FBI Fees

1. The District pays the BCI/FBI criminal background check fee for high school employees who are renewing their certificate/license (required for employment). Employees renewing additional certificates/licenses that are not required for employment pay for the BCI/FBI criminal background check fees.

The District pays the BCI/FBI criminal background check fees required for high school employees who have a permanent or eight year certificate/license (required for employment) to meet the requirement of a background check every five years.

2. Substitute instructors pay for the BCI/FBI criminal background check fees required for renewing their certificate/license.
3. The District pays the fee for the bus drivers to meet the “every six years BCI/FBI criminal background check” requirement for bus drivers.

Adult Division Employees – BCI/FBI Fees

1. The District pays the BCI/FBI criminal background check fee for full-time and intermediate adult division employees who are renewing their certificate/license (required for employment). Employees renewing additional certificates that are not required for employment pay the BCI/FBI criminal background check fees.

The District pays the BCI/FBI criminal background check fees for full-time and intermediate adult division employees who have a permanent or eight year certificate/license (required for employment) to meet the requirement of a background check every five years.

2. Adult division employees who are employed part-time pay the BCI/FBI criminal background check fees required for renewing their certificate/license.

(Approval date: August 27, 2007)

Upper Valley Career Center, Piqua, Ohio

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 work weeks (or 26 work weeks to care for a covered service member) of unpaid family and medical leave in any 12-month period. The Board continues to pay the District's share of the employee's health benefits during the leave. In addition, the District restores the employee to the same or a similar position after the termination of the leave in accordance with Board policy.

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

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

[Adoption date: August 23, 2004]

[Re-adoption date: August 24, 2009]

LEGAL REFS.: Family and Medical Leave Act of 1993; 29 USC 2601 et seq.; 29 CFR Part 825
ORC 124.38 (for city school districts only)
3313.20;
3319.08; 3319.13; 3319.131; 3319.14; 3319.141

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

FAMILY AND MEDICAL LEAVE

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

Types of Leave

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

1. birth and care of a newborn child;
2. placement with an employee of a son or daughter for adoption or foster care;
3. care for a spouse, child, parent with a serious health condition. An employee may not take FMLA leave to care for a parent-in-law;
4. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job;
5. to respond to a “qualifying exigency” that arises because a spouse, child or parent is on covered active duty or has been called to covered active duty as a member of the Armed Forces or
6. to care for a spouse, child, parent or next of kin who is or was a member of the Armed Forces and who is currently undergoing medical treatment, recuperation or therapy for either a serious illness or injury that was incurred in the line of duty or for a serious illness or injury that existed before the beginning of active duty and was aggravated by service in the line of duty. In order to be eligible, veterans must have been members of the Armed Forces within five years of receiving such treatment.

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

Spouses Employed by the District

If a husband and wife eligible for leave are employed by the District, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to 12 weeks.

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

Intermittent and Reduced Leave

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

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

Intermittent or reduced leave is available for the employee's own serious health condition; *or* to care for a seriously ill spouse, child or parent; to care for a covered servicemember's serious injury or illness or for leave taken due to a qualifying exigency. Such leave may *not* be used for the birth or adoption/placement of a child only if the Board agrees.

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

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. Prior to the beginning of the FMLA leave, the employee should make arrangements with the Treasurer to pay the employee's share of health insurance (e.g., family coverage).

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 unpaid 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 pre-scheduled 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, to care for a covered servicemember or for the employee's own serious health condition;
2. foreseeable based on planned medical treatment and
3. the employee would be on leave for more than 20% 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.

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

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

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

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.

[Adoption date: August 23, 2004]

[Re-adoption date: August 24, 2009]

[Re-adoption date: June 28, 2010]

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

The Health Insurance Portability and Accountability Act (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 Director of Business Operations 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: August 23, 2004]

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

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 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.

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.

2. Continuing Contract

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

A continuing contract may be issued to eligible teachers who:

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

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

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

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

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

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

[Adoption date: August 23, 2004]

[Re-adoption date: August 24, 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, Certificated Staff Salary Schedules
GCBB, Certificated Staff Supplemental Contracts
GCBD, Certificated Staff Leaves and Absences

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 administrative license valid for employing a superintendent or any other administrator, consistent with State law.

[Adoption date: August 23, 2004]

[Re-adoption date: August 24, 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, Certificated Staff Salary Schedules
GCBB, Certificated Staff Supplemental Contracts
G CBD, Certificated Staff Leaves and Absences

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 as specified by the Board.

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

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

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

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

(Approval date: August 23, 2004)
(Re-approval date: August 24, 2009)

CERTIFICATED STAFF SALARY SCHEDULES

Applicability of Teachers' Schedule

The salaries of all teachers shall be determined in accordance with the terms of this schedule. The term "teachers" shall include all employees required by law or by the regulations of the Board of Education to have a teacher's certificate.

In unusual circumstances when the welfare of the school clearly requires that exception to the schedule be made, the Superintendent is authorized to recommend such exception for approval by the Board. In all cases not clearly covered by the provisions of the schedule, the Superintendent shall make a decision on the basis of the most nearly related provisions.

The salaries provided herein shall be subject to such reduction as the Board may deem necessary to bring the total expenditures within the expected income for any given year, or to such increase as the Board may deem advisable and possible in consideration of living costs or other factors.

Superintendent and Other Administrative Officers

The salary of the Superintendent and other administrative officers shall be determined by the Board.

Base Rates for Teachers

The base salary rates for all teachers other than supervisors and administrative officers shall be fixed in accordance with the salary schedule subject to other regulations in this document.

For the purpose of applying the salary schedule each teacher shall be placed in one of the salary classes indicated, with the placement to be in accordance with the following requirements:

Preparation

- | | |
|-----------|---|
| Class I | An associate degree or less than a bachelor's degree |
| Class II | At least a bachelor's degree or work experience as stipulated for non-degree vocational teacher |
| Class III | Ten to 19 semester hours of college credit beyond a bachelor's degree classification (minimum of 15 quarter hours) |
| Class IV | Twenty or more semester hours of college credit beyond a bachelor's degree classification (minimum of 30 quarter hours) |

Class V At least a master's degree or other college credit requiring 36 semester hours of college work beyond the bachelor's degree classification (minimum of 54 quarter hours).

Other Teachers

Part-Time Teachers: The salary of any part-time teacher shall be a figure proportional to the fractional time for which employed.

Change of Class

Any teacher who, prior to September 15 of any year, submits to the Superintendent satisfactory evidence of having qualified for placement in a higher salary class by reason of additional preparation shall advance to said higher salary class for salary purposes, effective as of the beginning of that school year. Any teacher who, prior to January 1 of any year, submits to the Superintendent satisfactory evidence of having qualified for placement in a higher salary class by reason of additional preparation shall advance to said higher salary class for salary purposes, effective as of January 1.

Annually, each teacher shall advance to the next higher salary indicated in the salary schedule for the class in which the preceding year's service has been rendered, provided that no salary shall advance beyond the maximum for the appropriate salary class.

A member of the teacher staff must be employed and entitled to pay for at least 120 days of any school year to be eligible for an increment for the succeeding year. No fractional increment shall be allowed. In determining eligibility for an increment of an employee who enters subsequent to the opening of the school year, any days of teaching, which the person has done elsewhere in the same school year, shall be deemed as service for the purpose of this section.

Time spent on an authorized leave of absence for professional study shall be counted as teaching time in determining eligibility to an increment of salary if the teacher on leave of absence shall have successfully completed during each semester of such leave a minimum of 12 semester hours of college work approved by the Superintendent.

Salary Allowances

In recognition of extra responsibilities and duties, there shall be paid in addition to the basic salaries an annual special salary allowance as follows: Any service beyond the regular school calendar will be prorated on a daily basis. Upon termination of employment in any position for which a special allowance is provided, the special allowance shall cease.

Initial Salary of New Teachers

The initial salary of a teacher shall be the appropriate salary class as provided in this schedule plus credit for each year of previous experience; however, the maximum credit for previous experience and military service credit combined shall not exceed 10 years. The military service shall be credited first.

For the purpose of this section, any person who has served in the armed forces of the United States shall be given service credit for the time spent in the armed forces. Such service credit shall be evaluated for the purpose of placement on the schedule in terms of the number of all years of active military service. If the total in years involved a fraction of eight calendar months or more, such fraction shall be credited as a year of military service.

In determining the initial salary of a vocational teacher without a college degree, two years of work experience shall be accepted in lieu of a year of teaching experience, except that a given period of work experience cannot also be accepted in lieu of college credit. No work experience of any kind shall be accepted in lieu of teaching experience unless such work experience was in or directly related to the specific vocational field in which the person is to teach. If the total time in years involves a fraction of eight calendar months or more, such fraction shall be credited as a year of experience.

In determining the salary class placement of a vocational teacher without a college degree upon first employment, a year of work experience shall be accepted as a year of college credit. A total of four years of such work experience, or of four years of college training and work experience combined, shall be accepted in lieu of college graduation with a bachelor's degree. No work experience of any kind shall be accepted in lieu of college training unless the work experience was in or directly related to the specific vocational field in which the person is to teach. In crediting college training and work experience combined, the college training shall be credited first.

Satellite Placement

1. Determine present salary on member school's schedule.
2. Adjust for differences in insurance contribution including medical, dental and vision. Figure on a monthly basis, convert to annual and add to present salary.
3. Adjust for difference in number of days on base contract.
4. Place teacher under proper class.

5. Place teacher on step that corresponds the closest to the salary as adjusted based on step 1, 2 and 3. No teacher will be placed on a step that provides a new salary that is lower than his or her present salary as adjusted.
6. If the teacher has five or more years of teaching experience, based on ORC 3317.14, the teacher must be placed on at least step 5 in the appropriate salary schedule class.

Per Diem Deduction

When it is necessary to make per diem deductions to a teacher's salary, the following formula will be used:

$$\frac{\text{Annual Contract Salary}}{\text{Days in Official Calendar}^*} = \text{Per Diem Salary}$$

*Persons on extended service should add the number of days on extended service to the days in the official calendar.

Grandfather Clause

“A teacher hired who has taught in a vocational education program being transferred from one of the 14 participating school districts to the JVS shall be placed in the appropriate cell of the JVS salary schedule matrix. However, said teacher shall be paid no less than an amount equal to what a person would have been paid on a base contract for the regular school term at the participating school. Said teacher shall continue to receive the same annual amount until the JVS salary schedule meets or exceeds the person's salary. When the JVS schedule surpasses the person's salary, the teacher shall be paid the appropriate amount and the grandfather clause will be terminated.”

[Adoption date: August 23, 2004]

[Re-adoption date: August 24, 2009]

LEGAL REFS.: ORC 3313.53
3317.13; 3317.14
3319.01; 3319.02; 3319.07; 3319.08; 3319.09; 3319.10; 3319.11;
3319.111; 3319.12; 3319.22; 3319.225; 3319.24; 3319.25; 3319.26
4117.01
OAC 3301-35-03(A)(8)

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 personnel assigned to such positions are provided supplemental contracts and supplemental compensation.

A certificated staff member who is offered and undertakes a supplemental assignment enters into a one-year limited contract with the Board, which automatically terminates upon the expiration date, with or without Board action.

All assignments accorded extra compensation are designated by the Board, as is the compensation for such assignments. Contracts for such assignments are awarded by the Board upon the recommendation of the Superintendent.

Pay for supplemental assignments is based upon work performed beyond regular duties and beyond the regular workday.

[Adoption date: August 23, 2004]

[Re-adoption date: November 27, 2006]

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

CROSS REFS.: GCB, Certificated Staff Contracts and Compensation Plans
GDBB, Classified Staff Pupil Supplemental Contracts
IGD, Cocurricular and Extracurricular Activities

PART-TIME EMPLOYEES – FRINGE BENEFITS

Dental Insurance

The Board shall provide dental insurance to all regular part-time employees, who work at least 840 hours per fiscal year, on a prorated basis. The Board will pay 50% of the premium.

Substitutes, adult education instructors who are scheduled to work the full-time equivalent of less than one hundred twenty days per school year, or persons who are employed on an as-needed, seasonal, or intermittent basis are not eligible for dental insurance.

Medical Insurance

The Board shall make available medical, surgical, and major medical insurance to regular part-time employees who work at least 840 hours per fiscal year on a pro-rated basis. The Board shall pay 42.5% of the premium.

Substitutes, adult education instructors who are scheduled to work the full-time equivalent of less than one hundred twenty days per school year, or persons who are employed on an as-needed, seasonal, or intermittent basis are not eligible for medical insurance.

Life Insurance

Life insurance is not available to any part-time employee.

Liability Insurance

The Board provides liability insurance for all employees at no cost to the employee.

Retirement

The Board contributes 14% of each part-time employee's salary to STRS or SERS. Each employee contributes 10%.

Worker's Compensation

All part-time employees, by the nature of their employment are covered by Workers' Compensation in the case of being injured while on duty.

Unemployment Compensation

Part-time employees, whose position is impacted by a reduction in force, are eligible for unemployment compensation in accordance with state and federal law.

Sick Leave

All regular part-time employees, except any employee described below, shall be entitled to fifteen days sick leave with pay for each year under contract, which shall be credited at the rate of one and one fourth days per month.

Unused sick leave shall be cumulative up to 210 work days

Upper Valley JVS District, Piqua, Ohio

Substitutes, adult education instructors who are scheduled to work the full-time equivalent of less than one hundred twenty days per school year, or persons who are employed on an as-needed, seasonal, or intermittent basis are not eligible for sick leave.

Personal Leave

All regular part-time employees, who work at least 840 hours per fiscal year, are eligible for three paid personal days per year. A day for regular part-time employees is calculated based on the number of hours the employee works per day.

Substitutes, adult education instructors who are scheduled to work the full-time equivalent of less than one hundred twenty days per school year, or persons who are employed on an as-needed, seasonal, or intermittent basis are not eligible for personal leave.

Holiday Leave

All regular non-teaching employees are eligible for holiday pay for the following holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day (for 11/12 month employees only)
- Labor Day
- Thanksgiving Day
- Christmas Day

Substitutes, as needed, seasonal and adult education instructors are not eligible for holiday pay.

[Approval date: September 26, 2011]

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: August 23, 2004]

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.: GBR, Family and Medical Leave

CERTIFICATED STAFF LEAVES AND ABSENCES

Absence – From Campus During School Hours

No employee shall leave the campus during the school day except for a very important reason and in no case without the knowledge of the employee's supervisor/designee.

Absence – Jury Duty

In accordance with the provisions of Section 3313.211 ORC, an employee who is absent from duty for jury service shall be granted partial pay not to exceed the difference between the jury pay and the pay as an employee of the Board during such jury service.

Absence – Leave with Pay

Under specified conditions, employees will be granted leave of absence with pay.

Personal Business Leave

Personal leave, not to exceed three days per school year (two days subject to review), will be granted to members of the staff upon prior approval. Requests for such leave will be directed to the immediate supervisor as far in advance as possible. Since the operation of the instruction program is the first concern, the immediate supervisor may refuse to grant such leave if the operation of the school would be jeopardized. This leave shall not be granted on the first and last days of school or on the school days preceding and following periods when school is closed for a holiday or vacation, or on professional conference days, unless an unusually extenuating circumstance exists and is approved by the Superintendent.

Military Reserve Duty

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the armed forces of the United States, shall be entitled to a leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed 31 days in any one calendar year. The employee shall be required to submit to his/her supervisor an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

An employee who was appointed to a vacancy created by the entering of the former incumbent into military service is not himself/herself entitled to be reinstated to the position following military service unless the former incumbent fails to apply for reinstatement within 90 days of discharge or makes written waiver of his/her rights to such position.

An employee who re-enlists while on active duty or a commissioned officer who voluntarily enters extended active duty beyond that required on accepting a commission is not eligible for pay or reinstatement.

Employees who are members of the Ohio National Guard shall be granted emergency leave without pay for mob, riot, flood, civil defense, or other such duties when so ordered by the Governor to assist civil authorities when such duty exceeds military leave authorized for the year. Such leave shall cover the official period of the emergency.

School Business (Professional Meetings)

Absence may be granted by the Superintendent for the purpose of attending recognized meetings directly related to the employee's work without loss of pay. Legal constraints preclude the release of any employee to engage in negotiations or to participate in the general activities of any organization whose primary function is to enhance the economic, social or political self-interests of its members.

The following guidelines will be followed:

1. A written request for released time to attend a school-related meeting shall be reviewed by the director/principal and forwarded to the Superintendent's office 10 days prior to the meeting date. It shall be acted upon no less than five days prior to the meeting date. Approvals or rejections will be in writing.
2. The request shall state the purpose of the meeting and the anticipated benefits the employee and staff will derive from participation.
3. The employee who attends a school-related meeting shall provide written, pertinent information to his/her supervisor and colleagues within a reasonable length of time following the meeting.
4. The extent to which expenses for such trips and meetings are to be shared by the school system is to be determined by the Superintendent.
5. Expenses will be paid for mileage at the current rate of approved public transportation, lodging, registration and meals (receipts required).
6. Expenses on school business must be submitted to the immediate supervisor on appropriate forms for clearance before being sent to the Superintendent's office. The reimbursement will be presented to the Board for approval and payment.

Sick Leave

1. Cumulative

Each full-time employee shall be credited with 1 1/4 days (at the rate of 15 days per year) of sick leave for each month of service rendered and cumulative to 210 days. An employee coming into the District who has no recognized accumulated sick leave will be advanced five days of sick leave on the first day of school pursuant to State statute. Part-time employees shall be credited with the appropriate proration of sick leave.

2. Personal Illness, Injury or Quarantine

Acceptable reasons for sick leave with pay are personal illness, injury and incapacitation due to pregnancy and quarantine up to the number of accumulated days of sick leave. Days beyond the accumulated leave will result in a salary deduction. It is the employee's responsibility to keep his/her immediate supervisor informed on his/her progress. The Superintendent may request medical reports in the event of prolonged illness. The employee shall file the appropriate form with his/her immediate supervisor.

3. Illness in the Immediate Family

The accumulated sick leave may be utilized when serious illness occurs in the employee's immediate family which for this purpose is defined to include the spouse, child, child's spouse, parent, grandparents, parent-in-law, grandchild or sibling.

In addition, the definition includes a person actually living in the household who virtually holds the position of parent/child, or dependents (as defined by IRS Section 152, 1954 Code) and a person for whom the employee has been legally assigned the "Medical Power of Attorney." Days used beyond accumulated sick leave will result in a salary deduction. The employee will file the absence form with the immediate supervisor.

4. Death in the Immediate Family

The accumulated sick leave may be utilized when death occurs in the employee's immediate family which for this purpose is defined to include the spouse, child, child's spouse, parent, grandparents, parent-in-law, grandchild or sibling. Days used beyond the accumulated sick leave will result in a salary deduction. The employee will file the appropriate form with the immediate supervisor.

5. Death of a Relative

One day of absence without loss of pay will be allowed when the death is that of a more remote relative (brother-in-law, sister-in-law, aunt, uncle, niece, nephew, cousin or very close friend). Any additional time granted would result in a salary deduction. The employee will file the appropriate form with his/her immediate supervisor.

The Treasurer will provide each employee with a written statement of accumulated sick leave annually on or about September 1.

Absence-Leave Without Compensation

The Board will follow the regulations as set forth in the Family and Medical Leave Act. Request for such leave shall be submitted in writing. Failure to complete the terms for which a leave is requested will be grounds for termination of the leave and employment stops. A person returning from a leave of absence without pay should be placed on the salary step held prior to the leave except in the case of professional study leave as specified in the salary schedule.

Extended Illness in the Immediate Family

Leave may be granted at the discretion of the Superintendent without pay because of a serious illness in the immediate family for a period not to exceed the current school year. No fringe benefits will be provided after the regulations of the Family and Medical Leave Act have been met.

Ill Health

A written application for leave of absence for ill health must be accompanied by a statement from the attending physician stating the nature of the illness and definitely recommending that a leave of absence be granted. Such request for leave of absence will be granted for not less than one semester or more than one school year.

After the regulations as set forth in the Family and Medical Leave Act have been met, it is the employee's responsibility and cost to convert medical coverage to a direct payment plan. All other fringe benefits are terminated after the regulations set forth in the Family and Medical Leave Act have been met.

Leave for Professional Study

Professional study leave may be granted without pay at the discretion of the Superintendent on the basis of either one full semester or one full year. Request for leave for professional study must be filed in the Superintendent's office 90 days previous to beginning of leave. If requests are placed later than this time, they will be granted only if a replacement can be obtained. The leave will be granted only for full-time study and earned credits must be filed with the Superintendent upon return to employment. No fringe benefits will be provided during the leave.

Maternity Leave

If requested in writing prior to childbirth, employees may be granted a leave of absence without pay due to pregnancy. The leave of absence will be limited to up to one semester. If complications arise and an extension of the leave of absence is requested through a doctor's statement, it may be granted at the discretion of the Superintendent.

After the regulations of the Family and Medical Leave Act have been met, it is the employee's responsibility and cost to convert her medical coverage to a direct payment plan. All other fringe benefits are terminated after the regulations set forth in the Family and Medical Leave Act have been met.

Military Leave

Military leave of absence will be granted to any employee who is drafted or recalled to active duty with any branch of the armed service of the United States. The veteran is entitled to all salary benefits or other advancement accruing to his/her position during his/her absence as follows:

1. Sick leave – that amount accumulated at the time of entering service.
2. Vacation leave – military leave credit shall be counted in determining the employee's length of service, but no vacation shall be granted for the time spent in military service.
3. Automatic salary adjustments (step increases).
4. Any change in classification or pay range that would have accrued to his/her position if he/she had been on the job.

Voluntary re-enlistment immediately terminates military leave granted by the Board.

Self-Improvement Through Travel Leave

Any employee who is on continuing contract status may make a written request for this leave of absence for travel. Such leave may be granted at the discretion of the Superintendent and will be limited to one school year. No salary or fringe benefits will be provided during the leave.

(Approval date: August 23, 2004)

(Re-approval date: June 24, 2006)

(Re-approval date: August 24, 2009)

CERTIFICATED STAFF RECRUITING

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

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

Recruitment procedures include posting all openings so that the talents and potential of individuals already employed by the school system are not overlooked. Any current employee may apply for any position for which he/she has certification/licensure 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: August 23, 2004]

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
Faculty Handbook

CERTIFICATED STAFF HIRING

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

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

The following guidelines are used in the selection of personnel.

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

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

Employment of Retired 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: August 23, 2004]

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

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. Supervisors assume responsibility for the scheduling of substitutes from the approved list as needed.

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

[Adoption date: August 23, 2004]

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; 3319.22–3319.31; 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
Faculty Handbook

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: August 23, 2004]

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

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.

[Adoption date: August 23, 2004]

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

CROSS REFS.: ICA, School Calendar
Faculty Handbook

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;
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: August 23, 2004]

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

CROSS REFS.: DLC, Expense Reimbursements
GCBD, Certificated Staff Leaves and Absences
Faculty Handbook

EVALUATION OF CERTIFICATED STAFF
(Teachers)

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

An ongoing evaluation program is implemented to provide a record of service 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 and State law. Complete and appropriate evaluation records are maintained.

[Adoption date: August 23, 2004]

[Re-adoption date: August 24, 2009]

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

CROSS REFS.: GBL, Personnel Records
Faculty Handbook

EVALUATION OF CERTIFICATED STAFF
(Teachers)

The Superintendent shall establish and maintain a suitable procedure for adequate and periodic appraisal of the work of each employee. He/She shall maintain suitable records of the results of the appraisals. These appraisals shall be made in accordance with an appropriate schedule of frequency and shall be used to maintain and improve the quality of instruction in the JVS.

Official teacher files shall be maintained in the Superintendent's office. Upon request by the teacher, he/she may examine his/her personnel.

Limited Contract Teacher Evaluation and Nonrenewal

All limited contract certificated teaching employees shall be formally evaluated at least twice during the school year in which the contract expires. Each of the two evaluations shall in part consist of at least two observations lasting 30 minutes or more in duration. (Classroom observations shall be only one part of what is used to determine whether or not a teacher is satisfactorily meeting specific job performance criteria, duties and responsibilities.) Two formal evaluations for limited contract teaching employees is the minimum; however, more than two may be done.

The evaluator of the teaching employee shall be an assigned person who is qualified as defined in Section 3319.22 of the Ohio Revised Code. (The individual who has responsibility for the formal evaluation of the teacher must complete two observations of at least 30 minutes in duration for each evaluation; i.e., one evaluator cannot do one observation and another evaluator do another observation to make up a formal evaluation. Both observations must be done by the same evaluator for each evaluation.

All teaching employees who are evaluated pursuant to this policy are to have the individual responsibility of effectively implementing and completing all job performance criteria, duties and responsibilities as assigned.

Evaluation Procedures

Each limited contract teacher shall be formally evaluated at least twice during the school year in which his/her contract expires. The first evaluation shall be prior to December 1 and the teacher being evaluated shall receive the written evaluation form no later than the 10th day of December. The second evaluation shall be conducted and completed between the 10th day of February and the first day of April and the teacher being evaluated shall receive the written evaluation form no later than the 10th day of April.

Each formal evaluation in part shall consist of at least two observations of 30 minutes or more in duration. Observations do not need to be announced. More than two observations may be used per evaluation. The teacher will complete the Teacher Observation Form indicating the time the observation began and the time the observation ended. Notes of the classroom observation shall be kept by the evaluator. A copy of these notes shall be given to the teacher.

Evaluation methods and techniques other than classroom observations may be used to determine job performance. Other methods and techniques may include, but not be limited to, the following:

1. teacher performance measures (such as contributions to District initiatives and District improvement and accomplishment of personal professional growth plan);
2. student performance measures;
3. informal observations;
4. student and parent feedback;
5. peer input;
6. supervisory input and
7. consultant input.

The teacher shall receive a written copy of the evaluation (Teacher Evaluation Form). The teacher and evaluator shall sign and date the evaluation form. The teacher, by affixing his/her signature to the evaluation, indicates only that he/she has received and read the form. It does not necessarily indicate that he/she agrees with the evaluation, comments and ratings.

Rating System

Each teacher job performance criteria, duty and responsibility shall be judged and rated by the evaluator. The evaluator shall select from the following ratings:

E = Exemplary – The teacher’s performance is noteworthy.

S = Satisfactory – The teacher’s performance is satisfactory.

I = Improvement Needed – The teacher needs to improve in the areas noted.

U = Unsatisfactory – The teacher does not exhibit the necessary skills.

Nonrenewal of Limited Contract

School Year in Which Contract Expires

December 1	At least two 30-minute classroom observations shall be conducted by December 1.
December 10	A written evaluation shall be conducted by December 10.
Feb 10/Apr 1	At least two 30-minute classroom observations shall be conducted between February 10 and April 1.
April 10	A written evaluation shall be given to the teacher no later than April 10*.
April 30	Notice of the Board's intention to nonrenew must be received by the teacher being nonreemployed by April 30.*
April/May	Teacher receiving notice of Board's intent to nonrenew has 10 days from the receipt of the notice of intent to nonrenew to request a statement describing the circumstances that led to the Board's intention to nonrenew. Treasurer is to provide a statement within 10 days of receipt of the request.
May/June (5 days)	Teacher receiving statement describing circumstances that led to intention to nonrenew has five days to request a hearing with the Board. Request to be submitted to the Treasurer.
(10 days)	Treasurer has 10 days upon receipt of request for a hearing to give the teacher the time, place and date of the hearing.
(40 days)	Hearing to be scheduled and completed within 40 days of the receipt of the request. Hearing would need to be completed by July 4, assuming parties act on last day of each deadline.
June/July (10 days)	Board shall issue to the teacher a written decision affirming or vacating its intention to nonrenew within 10 days of conclusion of hearing.*
July (30 days)	A teacher may appeal an order affirming the intention of the Board not to reemploy the teacher to the Common Pleas Court of Miami County within 30 days of the date on which the teacher received the written decision of the Board. Notwithstanding Section 2506.04 ORC, the court in an appeal is limited to procedural errors and to correction of those errors. Otherwise, the determination whether to employ or not to reemploy a teacher is solely the Board's determination and <u>not</u> a proper subject of judicial review.

*In giving a teacher any notice required by law or in requesting any notice by the teacher, the requirement to notify is deemed satisfied if the notice is delivered by personal service or by certified mail, return receipt requested.

Continuing Contract Teacher Evaluation Policy

1. All continuing contract licensed and/or certificated teaching employees are formally evaluated at least once every three years. The teacher receives a copy of the written observation no later than the first day of April. A copy of the written evaluation is given to the teacher no later than the 10th day of April.
2. The formal evaluation consists of at least two observations of 30 minutes or more in duration.
 - A. Observation does not need to be announced.
 - B. More than two observations may be used per evaluation.
3. The evaluation form will be used to assess job performance. Methods and techniques may include, but not be limited to, the following:
 - A. formal observations of at least 30 minutes;
 - B. informal observations;
 - C. teacher performance measures (such as contributions to District initiatives and District improvement and accomplishment of personal professional growth plan);
 - D. student performance measures;
 - E. student and parent feedback;
 - F. peer input;
 - G. supervisory input and
 - H. consultant input.
4. The teacher shall receive a written copy of the evaluation. The teacher and supervisor shall sign and date the evaluation form. The teacher by affixing his/her signature to the evaluation indicates only that he/she has received and read the form. It does not necessarily indicate that he/she agrees with the evaluation, comments and ratings.

Individual Professional Development Plan

All contract teachers will complete an Individual Professional Development Plan identifying goals and activities within three categories: School Goals, Program Goals and Individual Goals. The IPDP will be submitted by June 1 and revisions will be accepted until September 30.

Teachers - Community Relations

All teachers are encouraged to participate in appropriate community activities. As participants they have the opportunity and responsibility to disseminate and interpret information about the UVJVS to citizens. They have the opportunity to receive input from the residents of the District that should be evaluated as indicative of the aspirations of the citizens for the conduct of the UVJVS.

(Approval date: August 23, 2004)

(Re-approval date: November 27, 2006)

(Re-approval date: August 24, 2009)

(Re-approval date: September 27, 2010)

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 the requirements of State law. All administrators are evaluated annually. In the year an administrator's contract does not expire, the evaluation is completed by the end of the contract year, and a copy is given to the administrator. In the year an administrator's contract does expire, two evaluations are completed, one preliminary and one final. The preliminary evaluation is conducted at least 60 days prior to March 31 and prior to any Board action on the employee's contract. Evaluations are considered by the Board in determining whether to re-employ administrators.

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

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

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

[Adoption date: August 23, 2004]

[Re-adoption date: August 24, 2009]

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

CROSS REF.: GBL, Personnel Records

Upper Valley JVS District, Piqua, Ohio

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 with the administrators to discuss specific measurable objectives and plans for their achievement. A statement of these objectives and plans are written and maintained in each administrator's personnel file.
2. The evaluator employs the 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 year. 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. 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: August 23, 2004)

(Re-approval date: August 24, 2009)

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 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, for financial reasons or for other reasons unrelated to the performance of the individual administrator.

[Adoption date: August 23, 2004]

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

REDUCTION IN CERTIFICATED STAFF WORKFORCE

When the Board determines that it is necessary to reduce the number of certificated staff positions, for the reasons permitted by law, the following procedures shall apply:

1. To the extent possible, the number of staff members affected by a reduction in force will be minimized by not employing replacements for staff members who retire, resign, or whose contracts are not renewed for reasons other than reduction in force.
2. Reductions needed beyond those resulting from attrition are made by suspending or non-renewing contracts. Reduction shall be made by the recommendation of the Superintendent, in the teaching field affected, giving preference to those employees on continuing contracts. The Board shall give no preference on the basis of seniority, except when making decisions between teachers who have comparable evaluations.
3. For the purpose of recall, seniority shall not be a basis for rehiring a teacher except when making a decision between two teachers with comparable evaluations.
4. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that a teacher is required to work a percentage of the time. The teacher otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the teacher otherwise would receive under the contract.
5. No teacher with a limited contract has any right to recall. A teacher with a continuing contract has the right of recall for a period of 12 months from the effective date of the reduction.
6. Staff members on the recall list have the following rights:
 - A. If a vacancy occurs, the Board will send an announcement via certified mail to the last known address of all staff members on the recall list who are qualified according to these provisions. It is the responsibility of the staff member to keep the Board informed of his/her current address and any change in qualifications. All staff members are required to respond in writing to the district office within seven calendar days. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations. Any staff member who fails to accept the position within seven calendar days forfeits all recall rights.

B. A staff member on the recall list, upon acceptance of the notifications to resume active employment status, returns to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as he/she held at the time of their layoff. A staff member on the recall list who is unemployed and does not otherwise have group insurance coverage available may continue to participate for up to 18 months in those benefits which are provided to staff members in active employment, provided that the staff members pay 102% for such benefits.

Ref: R.C. 3319.17

[Approval date: February 27, 2012]

SUSPENSION OF ADMINISTRATIVE CONTRACTS FOR REDUCTION IN FORCE

The Board of Education recognizes that no contract entered into with a member of the administrative staff in accordance with Board Policy GCPA may be suspended pursuant to a reduction in force except in the manner provided herein. Accordingly, this policy was developed with input from the District's administrative staff.

The reasons for which the Board will consider implementing a reduction in force and 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;
5. reorganization and/or consolidation of administrative functions;
6. changes in state or federal requirements.

The following procedure will be followed in the event that the Board determines it is necessary to reduce its administrative staff through a reduction in force and suspension of contracts:

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 will give consideration to administrators who have the greater seniority of 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 will be the best interest of the District. For these reasons, an administrator whose contract is suspended shall not be permitted to displace or "bump" another administrator, and the Superintendent's recommendation is final.

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

The suspension shall not become effective sooner than thirty (30) days after said action.

On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an administrator is required to work a percentage of the time or number of days that the administrator otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the administrator otherwise would receive under the contract.

Administrators who had a continuing contract as a teacher with the District, prior to being employed as an administrator shall be considered for a position in the District as a teacher in his/her area of certification/licensure, pursuant to state law.

Administrators whose contracts are suspended shall be on the administrative recall list for a period of twelve (12) months 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 shall have the right of recall only to their prior position and only if the Board re-institutes that position. However, the Board will consider 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 will be the best interests of the District.

An administrator shall be notified of a recall by certified mail and must accept, in writing, the employment within fifteen (15) days of service of the recall notice. It is the administrator's responsibility to maintain a current mailing address with the Board. Failure to accept recall within fifteen (15) days shall be interpreted as an indication that the administrator does not wish to return to active employment in the District and shall result in the removal from the recall list. If the recall occurs after August 1st, the administrator must respond in writing within five (5) days or he/she will be removed from the recall list.

Ref: R.C. 3319.171

[Approval date: October, 25, 2010]

[Amended: February 27, 2012]

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: August 23, 2004]

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 receipt 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: August 23, 2004]

LEGAL REFS.: ORC 9.90
124.39

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 fewer than five 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 1 and 2 shall not exceed the value of the number of days accrued but unused sick leave specified in the administrators contract.

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: August 23, 2004)

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 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 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.

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 certificated staff member with pre-adverse action and adverse action notices required by the Fair Credit Reporting Act.

Teachers may be suspended or terminated only under the terms of State law.

[Adoption date: August 23, 2004]

[Re-adoption date: April 26, 2010]

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

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 director and must be in accordance with District requirements and guidelines for community use of school facilities.

[Adoption date: August 23, 2004]

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: August 23, 2004]

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

CLASSIFIED STAFF CONTRACTS AND COMPENSATION PLANS

Contracts

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

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

Compensation Plans

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

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

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

[Adoption date: August 23, 2004]

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
GDBE, 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. Initial placement on the schedule may take into consideration the employee's previous experience.

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

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

[Adoption date: August 23, 2004]

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 SUPPLEMENTAL CONTRACTS

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

A classified staff member who is offered and undertakes a supplemental assignment enters into a one-year limited contract with the Board, which automatically terminates upon the expiration date, with or without Board action.

All assignments accorded extra compensation are designated by the Board, as is the compensation for such assignments. Contracts for such assignments are awarded by the Board upon the recommendation of the Superintendent.

Pay for supplemental assignments is based upon work performed beyond regular duties and beyond the regular workday.

[Adoption date: November 27, 2006]

[Re-adoption date: August 24, 2009]

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

CROSS REFS.: GCBB Certificated Staff Supplemental Contracts
GDB, Classified Staff Contracts and Compensation Plans
GDKA, Classified Staff Extra Duty

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: August 23, 2004]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2601 et seq.
ORC 124.38-124.39
3313.20; 3313.211
3319.13; 3319.141; 3319.143

CROSS REFS.: GBR, Family and Medical Leave
Staff Handbooks

CLASSIFIED STAFF LEAVES AND ABSENCES

Absence – From Campus During School Hours

No employee shall leave the campus during the school day except for a very important reason and in no case without the knowledge of the employee's supervisor/designee.

Absence – Jury Duty

In accordance with the provisions of Section 3313.211 ORC, an employee who is absent from duty for jury service shall be granted partial pay not to exceed the difference between the jury pay and the pay as an employee of the Board during such jury service.

Absence – Leave with Pay

Under specified conditions, employees will be granted leave of absence with pay.

Personal Business Leave

Personal leave, not to exceed three days per school year, will be granted to members of the staff upon prior approval. Requests for such leave will be directed to the immediate supervisor as far in advance as possible. Since the operation of the instruction program is the first concern, the immediate supervisor may refuse to grant such leave if the operation of the school would be jeopardized. This leave shall not be granted on the first and last days of school or on the school days preceding and following periods when school is closed for a holiday or vacation, or on professional conference days, unless an unusually extenuating circumstance exists and is approved by the Superintendent.

Military Reserve Duty

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the armed forces of the United States, shall be entitled to a leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed 31 days in any one calendar year. The employee shall be required to submit to his/her supervisor an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

An employee who was appointed to a vacancy created by the entering of the former incumbent into military service is not himself/herself entitled to be reinstated to the position following military service unless the former incumbent fails to apply for reinstatement within 90 days of discharge or makes written waiver of his/her rights to such position.

An employee who re-enlists while on active duty or a commissioned officer who voluntarily enters extended active duty beyond that required on accepting a commission is not eligible for pay or reinstatement.

Employees who are members of the Ohio National Guard shall be granted emergency leave without pay for mob, riot, flood, civil defense, or other such duties when so ordered by the Governor to assist civil authorities when such duty exceeds military leave authorized for the year. Such leave shall cover the official period of the emergency.

School Business (Professional Meetings)

Absence may be granted by the Superintendent for the purpose of attending recognized meetings directly related to the employee's work without loss of pay. Legal constraints preclude the release of any employee to engage in negotiations or to participate in the general activities of any organization whose primary function is to enhance the economic, social or political self-interests of its members.

The following guidelines will be followed:

1. A written request for released time to attend a school-related meeting shall be reviewed by the director/principal and forwarded to the Superintendent's office 10 days prior to the meeting date. It shall be acted upon no less than five days prior to the meeting date. Approvals or rejections will be in writing.
2. The request shall state the purpose of the meeting and the anticipated benefits the employee and staff will derive from participation.
3. The employee who attends a school-related meeting shall provide written, pertinent information to his/her supervisor and colleagues within a reasonable length of time following the meeting.
4. The extent to which expenses for such trips and meetings are to be shared by the school system is to be determined by the Superintendent.
5. Expenses will be paid for mileage at the current rate of approved public transportation, lodging, registration and meals (receipts required).
6. Expenses on school business must be submitted to the immediate supervisor on appropriate forms for clearance before being sent to the Superintendent's office. The reimbursement will be presented to the Board for approval and payment.

Sick Leave

1. Cumulative

Each full-time employee shall be credited with 1 1/4 days (at the rate of 15 days per year) of sick leave for each month of service rendered and cumulative to 210 days. An employee coming into the District who has no recognized accumulated sick leave will be advanced five days of sick leave on the first day of school pursuant to State statute. Part-time employees shall be credited with the appropriate proration of sick leave.

2. Personal Illness, Injury or Quarantine

Acceptable reasons for sick leave with pay are personal illness, injury and incapacitation due to pregnancy and quarantine up to the number of accumulated days of sick leave. Days beyond the accumulated leave will result in a salary deduction. It is the employee's responsibility to keep his/her immediate supervisor informed on his/her progress. The Superintendent may request medical reports in the event of prolonged illness. The employee shall file the appropriate form with his/her immediate supervisor.

3. Illness in the Immediate Family

The accumulated sick leave may be utilized when serious illness occurs in the employee's immediate family which for this purpose is defined to include the spouse, child, child's spouse, parent, grandparents, parent-in-law, grandchild or sibling.

In addition, the definition includes a person actually living in the household who virtually holds the position of parent/child, or dependents (as defined by IRS Section 152, 1954 Code) and a person for whom the employee has been legally assigned the "Medical Power of Attorney." Days used beyond accumulated sick leave will result in a salary deduction. The employee will file the absence form with the immediate supervisor.

4. Death in the Immediate Family

The accumulated sick leave may be utilized when death occurs in the employee's immediate family which for this purpose is defined to include the spouse, child, child's spouse, parent, grandparents, parent-in-law, grandchild or sibling. Days used beyond the accumulated sick leave will result in a salary deduction. The employee will file the appropriate form with the immediate supervisor.

5. Death of a Relative

One day of absence without loss of pay will be allowed when the death is that of a more remote relative (brother-in-law, sister-in-law, aunt, uncle, niece, nephew, cousin or very close friend). Any additional time granted would result in a salary deduction. The employee will file the appropriate form with his/her immediate supervisor.

The Treasurer will provide each employee with a written statement of accumulated sick leave annually on or about September 1.

Absence-Leave Without Compensation

The Board will follow the regulations as set forth in the Family and Medical Leave Act. Request for such leave shall be submitted in writing. Failure to complete the terms for which a leave is requested will be grounds for termination of the leave and employment stops. A person returning from a leave of absence without pay should be placed on the salary step held prior to the leave except in the case of professional study leave as specified in the salary schedule.

Extended Illness in the Immediate Family

Leave may be granted at the discretion of the Superintendent without pay because of a serious illness in the immediate family for a period not to exceed the current school year. No fringe benefits will be provided after the regulations of the Family and Medical Leave Act have been met.

Ill Health

A written application for leave of absence for ill health must be accompanied by a statement from the attending physician stating the nature of the illness and definitely recommending that a leave of absence be granted. Such request for leave of absence will be granted for not less than one semester or more than one school year.

After the regulations as set forth in the Family and Medical Leave Act have been met, it is the employee's responsibility and cost to convert medical coverage to a direct payment plan. All other fringe benefits are terminated after the regulations set forth in the Family and Medical Leave Act have been met.

Leave for Professional Study

Professional study leave may be granted without pay at the discretion of the Superintendent on the basis of either one full semester or one full year. Request for leave for professional study must be filed in the Superintendent's office 90 days previous to beginning of leave. If requests are placed later than this time, they will be granted only if a replacement can be obtained. The leave will be granted only for full-time study and earned credits must be filed with the Superintendent upon return to employment. No fringe benefits will be provided during the leave.

Maternity Leave

If requested in writing prior to childbirth, employees may be granted a leave of absence without pay due to pregnancy. The leave of absence will be limited to up to one semester. If complications arise and an extension of the leave of absence is requested through a doctor's statement, it may be granted at the discretion of the Superintendent.

After the regulations of the Family and Medical Leave Act have been met, it is the employee's responsibility and cost to convert her medical coverage to a direct payment plan. All other fringe benefits are terminated after the regulations set forth in the Family and Medical Leave Act have been met.

Military Leave

Military leave of absence will be granted to any employee who is drafted or recalled to active duty with any branch of the armed service of the United States. The veteran is entitled to all salary benefits or other advancement accruing to his/her position during his/her absence as follows:

1. Sick leave – that amount accumulated at the time of entering service.
2. Vacation leave – military leave credit shall be counted in determining the employee's length of service, but no vacation shall be granted for the time spent in military service.
3. Automatic salary adjustments (step increases).
4. Any change in classification or pay range that would have accrued to his/her position if he/she had been on the job.

Voluntary re-enlistment immediately terminates military leave granted by the Board.

Self-Improvement Through Travel Leave

Any employee who is on continuing contract status may make a written request for this leave of absence for travel. Such leave may be granted at the discretion of the Superintendent and will be limited to one school year. No salary or fringe benefits will be provided during the leave.

(Approval date: August 23, 2004)

(Re-approval date: June 24, 2006)

(Re-approval date: August 24, 2009)

CLASSIFIED STAFF VACATIONS AND HOLIDAYS

Vacations

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

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

Holidays

The following holidays have been established by law as paid holidays for those classified employees on 240-day and 260-day contracts: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving day, the day before or after Christmas day and Christmas Day. If Independence Day, Christmas Day or New Year's Day falls on a Saturday, employees will not be required to work on the preceding Friday. When any of these days falls on a Sunday, employees are not required to work on the following Monday. Employees are eligible for paid holidays only if they accrue earnings the weekday immediately before and the weekday immediately after the holiday.

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

[Adoption date: August 23, 2004]

[Re-adoption date: August 24, 2009]

LEGAL REFS.: ORC 1.14
3319.084; 3319.086; 3319.087

CROSS REF.: Staff Handbooks

CLASSIFIED STAFF RECRUITING/POSTING OF VACANCIES/HIRING

The recruitment and selection of suitable candidates for positions is the responsibility of the Superintendent/designee, 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, 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.

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: August 23, 2004]

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

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: August 23, 2004]

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
Staff Handbooks

CLASSIFIED STAFF ASSIGNMENTS AND TRANSFERS

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

[Adoption date: August 23, 2004]

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

CLASSIFIED STAFF EXTRA DUTY

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

[Adoption date: August 23, 2004]

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

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

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 State law.

[Adoption date: August 23, 2004]

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

CROSS REF.: GBL, Personnel Records

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 govern the rights of employees affected by the reduction.

[Adoption date: August 24, 2009

LEGAL REFS.: ORC 124.32; 124.321
3319.172
4141.29

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: August 23, 2004]

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 REFS: GBQ, Criminal Record Check
Staff Handbooks