

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*	Credentialed Staff
GCA	Credentialed Staff Positions
GCB	Credentialed Staff Contracts and Compensation Plans
GCBA	Credentialed Staff Salary Schedules
GCBA*	Credentialed Staff Merit System
GCBB	Credentialed Staff Supplemental Contracts
GCBC	Credentialed Staff Fringe Benefits
G CBD	Credentialed Staff Leaves and Absences
G CBDA*	Credentialed Staff Assault Leave
GCBE	Credentialed Staff Vacations and Holidays
GCC	Credentialed Staff Recruiting
GCCA*	Posting of Credentialed Staff Vacancies

GCD	Credentialed Staff Hiring
GCE	Part-Time and Substitute Credentialed Staff Employment
GCEA*	Arrangements for Credentialed Staff Substitutes
GCF*	Credentialed Staff Orientation
GCG*	Credentialed Staff Probation and Tenure
GCH*	Credentialed Staff Seniority
GCI	Credentialed Staff Assignments and Transfers

SECTION G: PERSONNEL

(Continued)

GCI	Credentialed Staff Time Schedules
GCK*	Credentialed Staff Work Load
GCKA*	Credentialed Staff Extra Duty
GCKB*	Credentialed Staff Meetings
GCL	Credentialed Staff Development Opportunities
GCLA*	Credentialed Staff Visitations and Conferences
GCM*	Supervision of Credentialed Staff
GCN	Evaluation of Credentialed Staff (Also AFC)
GCO*	Credentialed Staff Promotions
GCP*	Credentialed Staff Termination of Employment
GCPA	Reduction in Credentialed Staff Work Force
GCPB	Resignation of Credentialed Staff Members
GCPC*	Retirement of Credentialed Staff Members
GCPCA	Severance Pay
GCPD	Suspension and Termination of Credentialed Staff Members
GCQ*	Miscellaneous Credentialed Staff Policies
GCQA*	Nonschool Employment by Credentialed Staff Members
GCQAA*	Credentialed Staff Consulting Activities
GCQAB	Tutoring for Pay
GCQB*	Credentialed Research and Publishing
GCQC*	Exchange Teaching
GCQD*	Credentialed 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 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
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)

SECTION G: PERSONNEL
(Continued)

GDO*	Classified Staff Promotions
GDP*	Classified Staff Termination of Employment
GDPA	Reduction in Classified Staff Work Force
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

*These topics are not currently covered by Board policy.

PERSONNEL POLICIES GOALS

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

The goals of the personnel program include:

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

[Adoption date: November 19, 2003]

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

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

EQUAL OPPORTUNITY EMPLOYMENT

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

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

[Adoption date: November 19, 2003]

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

CROSS REFS.: AC, Nondiscrimination
ACA, Nondiscrimination on the Basis of Gender
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: November 19, 2003]

LEGAL REF.: OAC 3301-35-03

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

CONTRACT REF.: Teachers' Negotiated Agreement

STAFF CONFLICT OF INTEREST

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

Employees shall not engage in work of any type in which information concerning 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.

[Adoption date: November 19, 2003]

LEGAL REFS.: ORC 2921.42
3313.811
3319.21
3329.10
4117.20

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

STAFF CONDUCT

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

The Board expects staff members to conduct themselves in a manner which not only reflects credit to the District, but also presents a model worthy of emulation by students.

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

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

[Adoption date: November 19, 2003]

LEGAL REFS.: ORC 124.34
3319.081; 3319.16; 3319.31; 3319.36

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;
2. dress in a manner reflecting their professional assignment and
3. dress in a fashion that is commonly accepted in this community.

[Adoption date: January 18, 2006]

LEGAL REF.: ORC 3313.20

CROSS REFS.: Credentialed 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.

If a question arises concerning policy or procedure, the matter must be brought to the attention of the immediate supervisor. Under no circumstances shall a Board member be called directly, and only after the immediate supervisors, directors and the Superintendent are advised and aware of the problem will the Board become involved.

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

[Adoption date: November 19, 2003]

LEGAL REF.: ORC 3313.20

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

STAFF HEALTH AND SAFETY

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

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

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

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

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 fill out the accident report form.

The injured employee may be requested to undergo chemical testing, as established by law and administrative regulation, in order to prove that the injury was not proximately caused by the employee being intoxicated or under the influence of a controlled substance not prescribed by a physician. Chemical testing will be paid by the District. However, if the employee is found "guilty" of intoxication and/or under the influence of a controlled substance, the employee will reimburse the District of all costs of the chemical test.

[Adoption date: November 19, 2003]

LEGAL REFS.: ORC 3313.643; 3313.71; 3313.711
3327.10
4113.23
4123.01 et seq.

4123.54

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.

1 of 2

CROSS REFS.: EB, Safety Program
EBBC, Bloodborne Pathogens
EBD, Crisis Management
EEACD, Drug Testing for District Personnel Required to Hold a
Commercial Driver's License
GBP, Drug-Free Workplace
GBQ, Criminal Record Check
GCBC, Credentialed Staff Fringe Benefits
GDBC, Classified Staff Fringe Benefits

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 a 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 a 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 .10%*.
2. Within eight hours of the injury, the employee's breath alcohol level tests equal to or greater than .10g/210L*.
3. Within eight hours of the injury, the employee's urine alcohol level tests equal to or greater than .14g/100 ml*.
4. Within 32 hours of the injury, the employee tests above both the following levels established for an enzyme multiplied immunoassay technique screening test (EMIT) and above the following levels established for a gas chromatography/mass spectrometry test, or in the alternative, above the levels established for a gas chromatography/mass spectrometry test (GC/MS) alone as follows, for substances not prescribed by a physician:
 - A. for amphetamines, 1000ng/ml of urine for the EMIT test and 500 ng/ml of urine for the GC/MS test;
 - B. for cannabinoids, 50 ng/ml of urine for the EMIT test and 15 ng/ml of urine for the GC/MS test;
 - C. for cocaine, including crack cocaine, 300 ng/ml of urine for the EMIT test and 150 ng/ml of urine for the GC/MS test;

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

Legal Protections

All testing will be conducted by a qualified, federally certified testing laboratory selected by the Board, and any positive test result will be confirmed by a medical review officer.

Confidentiality

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

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

(Approval date: November 19, 2003)

STAFF HEALTH AND SAFETY

Tuberculosis Skin Testing

The Board requires tuberculin testing and examination for all employees of the District in accordance with Public Health Council regulations.

Rules and regulations pertaining to tuberculin testing and examination for employees are as follows.

Tuberculin Testing and Examination in Schools

1. Newly employed teachers, school bus drivers and other school employees shall:
 - A. present documented evidence of having a negative tuberculin test as defined by the “American Thoracic Society” (“Mantoux Test 5 TU PPD” preferred) within 90 days before their first workday or
 - B. if a positive reactor, have a chest x-ray and any other medical and laboratory examinations deemed necessary by the school physician or the Board of Health of the district to determine the absence of tuberculosis in a communicable state within 90 days before their first day of work.
2. Currently employed teachers, school bus drivers and other school employees who become known to have converted a tuberculin skin test from negative to positive as defined by the “American Thoracic Society” shall have a chest x-ray and any other medical and laboratory examinations deemed necessary by the school physician or the Board of Health of the district to determine that the absence of tuberculosis in a communicable state as provided for under sections 3313.71 and 3313.72 of the Ohio Revised Code.
3. Determination as to need and frequency of tuberculin testing and other appropriate examinations of pupils shall be at the discretion of the Board of Health of the district in which each school is located.
4. Boards of education shall submit annual summary reports of tuberculosis examinations to the Board of Health of the district in which each school is located on forms prescribed by the Director of the Ohio Department of Health. Such boards of health shall maintain such records and make same available to the Ohio Department of Health upon request of the Director of Health.

(Approval date: August 1, 2007)

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

General Principles

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

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

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

Evaluating Students and Staff Who Are Infected with HIV

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

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

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

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

Confidentiality

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

[Adoption date: November 19, 2003]

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

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

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

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

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

[Adoption date: November 19, 2003]

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

STAFF-STUDENT RELATIONS

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

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

Although it is desired that staff members have a sincere interest in students as individuals, partiality and the appearance of impropriety must be avoided. Excessive informal and/or social involvement with 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. 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.
3. Staff members shall not fraternize, written or verbally, with students except on matters that pertain to school-related issues.
4. 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.
5. Dating between staff members and students is prohibited.
6. Staff members shall not use insults or sarcasm against students as a method of forcing compliance with requirements or expectations.
7. Staff members shall maintain a reasonable standard of care for the supervision, control and protection of students commensurate with their assigned duties and responsibilities.
8. Staff members shall not send students on personal errands off District property.
9. Staff members shall, pursuant to law and Board policy, immediately report any suspected signs of child abuse or neglect.

10. Staff members shall not attempt to 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.
11. Staff members shall not disclose information concerning a student, other than directory information, to any person not authorized to receive such information. This includes, but is not limited to, information concerning assessments, ability scores, grades, behavior, mental or physical health and/or family background.

[Adoption date: November 19, 2003]

CROSS REFS.: GBCA, Staff Conflict of Interest
GBCB, Staff Conduct
GBI, Staff Gifts and Solicitations
JHG, Reporting Child Abuse
JL, Student Gifts and Solicitations
JO, Student Records
KBA, Public's Right to Know

CONTRACT REF.: Teachers' Negotiated Agreement

STAFF GIFTS AND SOLICITATIONS

Gifts

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

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

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

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

Travel Vendor Compensation

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

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

Solicitations

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

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

[Adoption date: November 19, 2003]

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

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

SMOKING ON DISTRICT PROPERTY BY STAFF MEMBERS

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

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

The Board directs the Superintendent to educate all staff members concerning the mandate of this policy, as well as implementing, as appropriate, educational programming concerning smoking 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: November 19, 2003]

[Re-adoption date: August 1, 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 teacher misconduct in the employee's personnel file, unless ODE determines that the report does not warrant taking action against the teacher.

If ODE determines no action is warranted, the investigation report must be moved from the employee's personnel file to a separate public file.

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

[Adoption date: November 19, 2003]

[Re-adoption date: August 1, 2007]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

STAFF COMPLAINTS AND GRIEVANCES

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

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

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

[Adoption date: November 19, 2003]

LEGAL REFS.: ORC 4117.09; 4117.10

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

CONTRACT REF.: Teachers’ Negotiated Agreement

EXTENDED GROUP HEALTH COVERAGE

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

1. Initial Notices

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

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

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

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

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

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

4. Early Retirement of Coverage

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

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

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

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

[Adoption date: November 19, 2003]

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

VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

Federal law requires that all employers and employees hired after November 6, 1986 complete an Employment Eligibility Verification Form (Form I-9) provided by the U.S. Immigration and Naturalization Service. All such employees must provide documents which establish both identity and employment eligibility in order for Form I-9 to be completed and signed by both the employee and the appropriate District official.

The Employment Eligibility Verification Form (Form I-9) must be retained for three years or for one year past the end of the employment of an individual, whichever is longer. Such forms must be made available for inspection to an Immigration and Naturalization Service (INS) or Department of Labor (DOL) officer upon request.

[Adoption date: November 19, 2003]

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

CROSS REF.: AC, Nondiscrimination

DRUG-FREE WORKPLACE

No employee shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance, as defined in State and Federal law, in the workplace.

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

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

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

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

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

[Adoption date: November 19, 2003]

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)

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 entitled "A Summary of Your Rights Under the Fair Credit Reporting Act."

After taking an adverse action, the applicant or employee is given a written adverse action notice which includes the name, address and telephone number of 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.

For bus driving applicants, a BCII, county or local law enforcement agency records check is required. For currently employed bus drivers, a new report is required every six years.

Teachers 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).

[Adoption date: November 19, 2003]

[Re-adoption date: January 18, 2006]

[Re-adoption date: August 1, 2007]

LEGAL REFS.: Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC 109.57; 109.572
2953.32
3319.291; 3319.311; 3319.313; 3319.315; 3319.39
OAC 3301-83-06

CROSS REFS.: GBL, Personnel Records
GCD, Professional Staff Hiring
GCPD, Suspension and Termination of Professional Staff Members
GDD, Support Staff Hiring
GDPD, Suspension and Termination of Support Staff Members
IIC, Community Instructional Resources (Also KF)
IICC, School Volunteers
LEA, Student Teaching and Internships

FAMILY AND MEDICAL LEAVE

The Board provides leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). Eligible employees are entitled to up to 12 work weeks 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: November 19, 2003]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2611 et seq.
ORC 124.38
3313.20
3319.08; 3319.09; 3319.13; 3319.131; 3319.141

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

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

Spouses Employed by the District

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

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

Intermittent and Reduced Leave

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

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

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

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

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

Benefits

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

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

Notice

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

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

Certification

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

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

Restoration

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

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

Instructional Employees

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

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

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

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

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

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

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

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

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

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

Failure to Return

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

(Approval date: November 19, 2003)

(Re-approval date: December 16, 2009)

CREDENTIALLED STAFF POSITIONS

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

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

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

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

[Adoption date: November 19, 2003]

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

CREDENTIALLED STAFF CONTRACTS AND COMPENSATION PLANS
(Teachers)

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

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

[Adoption date: November 19, 2003]

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

CROSS REF.: GCB, all subcodes

CONTRACT REF.: Teachers' Negotiated Agreement

CREDENTIALLED 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 a one-year temporary educator license valid for employing a superintendent or any other administrator, conforming with State law.

[Adoption date: November 19, 2003]

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

CREDENTIALLED STAFF CONTRACTS AND COMPENSATION PLANS
(Administrators)

The Board may request the State Board of Education to issue a one-year temporary educator license valid for employing a superintendent or any other administrator as specified by the Board.

The State Board of Education may issue the temporary educator license if the Board has determined that the individual:

1. is of good moral character and
2. holds at least a baccalaureate degree from an accredited institution of higher education in a field related to finance or administration or has five years of recent work experience in education, management or administration.

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

(Approval date: November 19, 2003)

CREDENTIALLED STAFF SALARY SCHEDULES

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

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

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

[Adoption date: November 19, 2003]

LEGAL REFS.: ORC 3317.13; 3317.14
3319.12

CONTRACT REF.: Teachers' Negotiated Agreement

CREDENTIALLED STAFF SUPPLEMENTAL CONTRACTS

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

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

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

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

Credentialed staff members who accept supplemental contract positions as athletic trainers must meet additional requirements determined by the State Board of Education.

[Adoption date: November 19, 2003]

[Re-adoption date: December 6, 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, Credentialed Staff Contracts and Compensation Plans
IGD, Cocurricular and Extracurricular Activities
IGDJ, Interscholastic Athletics

CONTRACT REF.: Teachers' Negotiated Agreement

CREDENTIALLED STAFF FRINGE BENEFITS

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

[Adoption date: November 19, 2003]

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

CROSS REF.: EI, Insurance Management

CONTRACT REF.: Teachers' Negotiated Agreement

CREDENTIALLED STAFF LEAVES AND ABSENCES

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

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

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

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

[Adoption date: November 19, 2003]

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

CONTRACT REF.: Teachers' Negotiated Agreement

CREDENTIALLED STAFF VACATIONS AND HOLIDAYS

Vacations

Administrative personnel employed on a 12-month basis receive vacations during the contract year as specified in their individual contract and/or the following regulation.

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

Holidays

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

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

[Adoption date: November 19, 2003]

LEGAL REFS.: ORC 3313.20; 3313.63

CREDENTIALLED STAFF VACATIONS AND HOLIDAYS
(Administrators)

Vacations

1. Each central office administrator is granted 25 days of vacation per contract year.
2. The time of the vacation for administrators shall be mutually agreed upon by the administrator and the Superintendent. The time of the vacation for the Superintendent and Treasurer shall be mutually agreed upon by the Superintendent or the Treasurer and the Board.
3. Leave shall not accumulate; however, an administrator shall be compensated for unused vacation days up to a maximum of 10 days at the end of each contract year. Salary includes the individual's contract salary plus the Board-paid retirement pickup. The per diem is calculated by dividing the salary by 225.
4. According to the rules of the STRS and the SERS, payment of unused vacation days is not subject to retirement contributions.

(Approval date: November 19, 2003)

(Re-approval date: November 28, 2007)

CREDENTIALLED STAFF RECRUITING

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

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

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

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

[Adoption date: November 19, 2003]

LEGAL REF.: OAC 3301-35-03

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

CRENTEIALED 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.

[Adoption date: November 19, 2003]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC 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

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

CREDENTIALLED STAFF HIRING

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

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

11. Previously retired administrators return to employment with no sick leave balance, but may accumulate sick leave for one year once re-employed. Previously retired administrators cannot accumulate sick leave beyond year one.

(Approval date: November 19, 2003)

PART-TIME AND SUBSTITUTE CREDENTIALLED STAFF EMPLOYMENT

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

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

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

[Adoption date: November 19, 2003]

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 Gender
ACB, Nondiscrimination on the Basis of Disability
GBA, Equal Opportunity Employment
GBQ, Criminal Record Check

CREDENTIALLED STAFF ASSIGNMENTS AND TRANSFERS

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

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

Assignment to Nonpublic Schools

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

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

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

Administrators

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

[Adoption date: November 19, 2003]

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

CONTRACT REF.: Teachers' Negotiated Agreement

CREDENTIALLED STAFF TIME SCHEDULES

Administrators

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

Teachers

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

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

[Adoption date: November 19, 2003]

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

CROSS REF.: ICA, School Calendar

CONTRACT REF.: Teachers' Negotiated Agreement

CREDENTIALLED STAFF DEVELOPMENT OPPORTUNITIES

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

Opportunities for professional growth are provided through such means as:

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

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

[Adoption date: November 19, 2003]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF CREDENTIALLED STAFF
(Teachers)

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

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

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

[Adoption date: November 19, 2003]

LEGAL REFS.: ORC Chapter 4117
3319.01; 3319.11; 3319.111; 3319.16; 3319.161
OAC 3301-35-03(A)(8)

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF CREDENTIALLED STAFF
(Administrators Both Credentialed and Classified)

The Superintendent institutes and maintains a comprehensive program for the evaluation of administrative personnel. Administrative personnel are all persons issued contracts in accordance with the Ohio Revised Code, including the following: assistant superintendents, principals, assistant principals and all other personnel required to maintain certificates/licenses in order to be employed as pupil-personnel workers and educational administrative specialists (provided that such person spends less than 50% of his/her time teaching or working with students) and any other employee whose duties enable him/her to be considered either a “supervisor” or “management-level employee” excluded from all of the employee bargaining units. In addition, evaluations should assist administrators in developing their professional abilities in order to increase the effectiveness of District management.

The purpose of administrator evaluations is to assess the performance of administrators, to provide information upon which to base employment and personnel decisions and to comply with the requirements of State law. All administrators are evaluated annually. In the year an administrator’s contract does not expire, the evaluation is completed by the end of the contract year, and a copy is given to the administrator. In the year an administrator’s contract 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: November 19, 2003]

LEGAL REFS.: ORC 3319.02; 3319.16; 3319.17; 3319.171; 3319.22
OAC 3301-35-03(A)(8)

CROSS REF.: GBL, Personnel Records

EVALUATION OF CREDENTIALLED STAFF
(Administrators Both Credentialed and Classified)

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

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

(Approval date: November 19, 2003)

Reading Community City School District, Reading, Ohio

REDUCTION IN CREDENTIALLED STAFF WORK FORCE

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

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

[Adoption date: November 19, 2003]

[Re-adoption date: January 18, 2006]

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

CONTRACT REF.: Teachers' Negotiated Agreement

RESIGNATION OF CREDENTIALLED STAFF MEMBERS

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

[Adoption date: November 19, 2003]

LEGAL REFS.: ORC 3319.02; 3319.15

SEVERANCE PAY

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

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

Upon retirement, each full-time administrator and the Treasurer will be granted severance pay provided he/she meets the requirements for retirement as established by the Ohio Revised Code. The number of days to be granted will be based on the total number of sick leave days accumulated. Specifically, and in accordance with the ORC, each administrator and the Treasurer will receive one-fourth of one day severance for each day of accumulated sick leave. Salary shall include the individual's contract salary plus the Board-paid retirement pickup. The per diem rate shall be calculated by dividing the salary by 225. Severance pay shall be available up to a maximum of 75 days.

[Adoption date: November 19, 2003]

LEGAL REFS.: ORC 9.90
124.39

CONTRACT REF.: Teachers' Negotiated Agreement

SUSPENSION AND TERMINATION OF CREDENTIALLED STAFF MEMBERS

Suspension

The Board may suspend a credentialed 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 credentialed staff member may be terminated for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board or for other good and just cause. Before terminating any contract, the Board furnishes the credentialed staff member a written notice signed by the Treasurer of its intention to consider termination of his/her contract and specification of the grounds for such consideration. The Board informs the credentialed 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 credentialed staff member with pre-adverse action and adverse action notices required by the Fair Credit Reporting Act.

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

[Adoption date: November 19, 2003]

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

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Teachers' Negotiated Agreement

TUTORING FOR PAY

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

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

1. Tutoring is done after the regular school day, unless special exceptions are approved by the Superintendent.
2. Tutoring in the school must have the approval of the principal and must be in accordance with District requirements and guidelines for community use of school facilities.

[Adoption date: November 19, 2003]

CLASSIFIED STAFF POSITIONS

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

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

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

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

[Adoption date: November 19, 2003]

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

CLASSIFIED STAFF CONTRACTS AND COMPENSATION PLANS

Contracts

All newly hired, regular classified staff employees, including regular hourly rate and per diem employees, serve a probationary period of not less than 60 days nor more than one year. This period is set by the local municipal civil service commission. If such employees successfully complete this probationary period, they are considered as permanent employees.

Compensation Plans

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

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

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

[Adoption date: November 19, 2003]

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

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

CLASSIFIED STAFF SALARY SCHEDULES

The Board develops salary schedules which:

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

Such schedules take into account the qualifications required, the responsibilities of the position and work experience. Initial placement on the schedule may take into consideration the employee's previous experience.

An employee must serve two-thirds 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: November 19, 2003]

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

CLASSIFIED STAFF FRINGE BENEFITS

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

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

Section 125 Plan

Employees will be able to participate in a flexible benefit plan provided by the Board operating within the guidelines of the Internal Revenue Code Section 125. Tax-free reimbursement for qualified expenses related to: (1) employee premiums for medical and dental insurance, (2) dependent childcare and (3) non-reimbursed out of pocket medical and health care expenses should be included in the plan.

The Board shall retain the services of a third party administrator to oversee and administer the plan.

The Board shall establish information sessions for employees during the annual enrollment period. The third party administrator will then schedule individual information sessions with interested employees. The plan will begin as soon as the information and sign-up sessions have been completed.

This plan will be available to employees so long as it is made available by the Internal Revenue Service or until such time as it is negotiated to be removed from this agreement.

This plan shall be made available to additional employee participation during the annual enrollment period.

Credit Union

All employees of the Reading Board of Education may belong to the Valley Credit Union. To become a member, one must pay a fee of \$.25 and a deposit of at least \$5.00 (one share) with the credit union.

Terms of repayment of loans may be arranged to suit the borrower. Loans are confidential. Membership or loan applications may be obtained from any officer of the Credit Union. Employees may deposit money for savings or loan payments in the Credit Union through a payroll deduction.

Hospital/Surgical/Prescription Drug Insurance

The Board shall purchase from a carrier licensed by the State of Ohio and selected by the Greater Cincinnati Insurance Consortium, hereinafter referred to as "GCIC", basic hospital/surgical/prescription drug insurance coverage, for each classified employee now or hereafter employed and his/her family, which meets or exceeds the specifications outlined in the current plan(s) of the GCIC, so long as the Board retains membership in GCIC. The Board shall pay 85% of the total premium cost of this insurance for a full-time employee (7.0 hours per day). Employees scheduled to work less than 7.5 hours per day but equal to or greater than 4.0 hours per day will be eligible for coverage at a pro-rated amount based on their percentage of full-time hours per day. The pro-ration will be applied to the Board's share (85%).

For those who elect this insurance coverage, the Board shall provide continuous coverage from the first day of employment or the earliest date permitted by the carrier. This insurance shall continue in effect during absences due to illness, as specified in the Ohio Revised Code, for which the employee may use such leaves.

Employees on all unpaid leaves of absence may choose to continue participation in this group insurance by remitting the premiums to the Board Treasurer. Such remittance shall not be required more than 30 days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Dental Insurance

The Board shall purchase from a carrier licensed by the State of Ohio and selected by the GCIC basic dental insurance coverage, for each classified employee now or hereafter employed and his/her family, which meets or exceeds the specifications outlined in the current plan(s) of the GCIC, so long as the Board retains membership in GCIC. The Board shall pay 100% of the total premium cost of this insurance for a full-time employee (7.0 hours per day). Employees scheduled to work less than 7.5 hours per day but equal to or greater than 4.0 hours per day will be eligible for coverage at a pro-rated amount based on their percentage of full-time hours per day. The pro-ration will be applied to the Board's share (100%).

For those who elect this insurance coverage, the Board shall provide continuous coverage from the first day of employment or the earliest date permitted by the carrier. This insurance shall continue in effect during absences due to illness, as specified in the Ohio Revised Code, for which the employee may use such leaves.

Employees on all unpaid leaves of absence may choose to continue participation in this group insurance by remitting the premiums to the Board Treasurer. Such remittance shall not be required more than 30 days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Life Insurance

The Board shall purchase from a carrier licensed by the State of Ohio and selected by GCIC (or the Board if it should withdraw from the GCIC) group term life insurance for each member in the amount of \$35,000, plus an equal amount of accidental death and dismemberment coverage. The full cost of this program shall be paid by the Board.

The Board shall allow employees and/or their spouses to purchase additional amounts of coverage at their own expense through payroll deduction. This is contingent upon the approval and limits of the carrier.

Disability Insurance

In the event the GCIC makes disability insurance available for employees who have less than five years of SERS service credit and therefore are ineligible to receive disability retirement benefits from SERS, the Board shall provide two options:

1. An employee may request the Board to purchase the disability insurance and has his/her life insurance, as provided in policy 3.25, reduced accordingly to allow the life insurance premium to be used to pay the disability insurance premium. Should the disability insurance premium exceed the life insurance premium, the member shall pay the difference to the Board.
2. A member may opt to receive the life insurance coverage, as provided in policy 3.25, and purchase the disability insurance through payroll deductions with the Board.

Sick Leave

1. Each classified employee, with the approval of the Superintendent, shall be granted sick leave with pay for each completed month of service at a rate of one and one-fourth days per month.
2. Classified employees may use sick leave for absences due to the following:
 - A. personal illness
 - B. injury
 - C. exposure to a contagious disease which could be communicated to other employees or students or

D.* illness, injury or death of immediate family defined as: spouse, mother, father, son(s), daughter(s) or other person(s) living under the employee's roof. Sick leave may be used for siblings and in-laws in cases of serious and/or catastrophic illnesses. Illness, injury or death of a member of the immediate family (as defined) is to be charged against sick leave unless an employee's sick leave is exhausted, in which case personal business leave (restricted or unrestricted at the employee's discretion) can be used as a back-up to sick leave.

*Classified employees may substitute "siblings" for "in-laws" (as defined above). To do this, employees shall irrevocably declare their choices by July 1 for each ensuing school year (or date of hire if a new employee) to the Treasurer of the Board. Employees who fail to "declare" by the deadline shall automatically be listed in the "in-laws" column.

3. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his/her credit upon his/her reemployment in the public service.
4. An employee who transfers from one public agency shall be credited with the unused balance of his/her accumulated sick leave, not to exceed the amounts set forth below.
5. Unused sick leave may accumulate to the maximum of 240 days.
6. Members may use sick leave in fractions of a workday as follows:

1/4 day	-	0 -2 hours
1/2 day	-	2 -4 hours
3/4 day	-	4 - 6 hours
1 day	-	6 - 8 hours

Personal Leave

1. Number of Days and Types. Each member, with the approval of the Superintendent, may be granted personal leave. This leave shall not be deducted from the member's sick leave. There will be a total of three personal leave days per year per member. These days shall be unrestricted.
2. Building Daily Limitations. No more than one classified employee at each building may use personal leave on any given day.

3. Procedures to be followed for approval of personal leave:
 - A. Except in cases of emergency, a written request must be submitted to the supervising principal at least one week in advance. Forms for personal leave days are to be obtained from the office of the supervising principal. Forms must be filled out completely.
 - B. The employee shall be notified of approval or denial by the supervising principal.
 - C. If request is denied, the employee may request review by the Superintendent or designee.

4. Employees may use personal leave in fraction of a workday as follows:

1/4 day	=	0 hrs. to 2 hrs.
1/2 day	=	2 hrs. to 4 hrs.
3/4 day	=	4 hrs. to 6 hrs.
1 day	=	6 hrs. to 8 hrs.

5. Personal leave may not be granted for the following reasons:
 - A. leave that unduly interrupts or hampers the functioning of the instructional program;
 - B. extending of a scheduled school vacation or holiday;
 - C. gainful employment outside the District and
 - D. making application for employment elsewhere.

Exceptions may be approved solely by the Superintendent/designee.

Maternity Leave

Upon the written request of a classified employee, the Board may grant maternity leave.

1. The employee's written request for maternity leave must include starting and termination dates and must be submitted at least 30 calendar days prior to the effective date of such leave.

2. Maternity leave granted during the school year will be terminated on June 30. Individuals may, during the summer months, request maternity leave for the following work year. Only upon the recommendation of the Superintendent will any staff member be granted maternity leave in excess of these limits. In no case will maternity leave be granted for more than two work years.
3. Employees who are granted maternity leave will not be given any assurance of assignment to a particular position or school building upon the termination of such leave.
4. Employees who are granted maternity leave may use sick leave credit for the period during which they are, according to a physician's statement, physically unable to work due to pregnancy, miscarriage, abortion, childbirth and recovery therefrom.
5. Employees returning from maternity leave shall resume the same status for salary purposes, as was prior to leaving. No credit for step increase purposes will be accrued during the employee's absence.

[Adoption date: November 19, 2003]

[Re-adoption date: December 17, 2008]

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

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

CONTRACT REF.: Classified Staff Negotiated Agreement

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.

Jury Duty

Any classified employee who reports for and/or serves on a jury on a workday shall receive his/her full salary.

[Adoption date: November 19, 2003]

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

CROSS REF.: GBR, Family and Medical Leave

CLASSIFIED STAFF VACATIONS AND HOLIDAYS

Vacations

Certain classified staff personnel are eligible for vacation after the first full year of employment. Each classified employee who works 11 months or more is, after one year of service with the District, entitled to two full weeks paid vacation, excluding legal holidays. Those employees continuing in the employ of the District for 10 or more consecutive years are entitled to three full weeks paid vacation, and after 20 consecutive years, are entitled to four full weeks paid vacation.

All vacation schedules are to be approved by the employee's immediate supervisor and the assistant superintendent for business affairs. Other laws as prescribed by the State applies.

Holidays

The following holidays have been established by law as paid holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving 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 day before and the day 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: November 19, 2003]

LEGAL REFS.: ORC 1.14
3319.084; 3319.086; 3319.087

CLASSIFIED STAFF RECRUITING/POSTING OF VACANCIES/HIRING

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

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

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

Previous experience allowance may be granted to new staff commensurate with training and experience upon recommendation of the Superintendent and approved by the Board.

[Adoption date: November 19, 2003]

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

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

PART-TIME, TEMPORARY AND SUBSTITUTE CLASSIFIED STAFF EMPLOYMENT

Part-time, temporary and substitute classified staff are employed as necessary for the efficient operation of the District.

The District maintains lists of persons qualified to serve in various support positions so that substitutes and temporary help may be obtained as needed. The Board approves such persons for substitute and temporary employment on the recommendation of the Superintendent.

Part-time, temporary and substitute classified staff employees are paid in accordance with hourly rates established by the Board. 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: November 19, 2003]

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 Gender
ACB, Nondiscrimination on the Basis of Disability
GBA, Equal Opportunity Employment
GBQ, Criminal Record Check

PART-TIME, TEMPORARY AND SUBSTITUTE CLASSIFIED STAFF EMPLOYMENT

Fringe Benefits

Classified employees hired after July 1, 1992 and working 35 hours or more per week are entitled to fringe benefits as outlined in Board policy.

Classified employees working 20 hours or more per week are permitted to participate in the insurance fringe benefit program by paying a pro rata contribution of the cost of these benefits based on the ratio of hours worked by a full-time employee.

1. Example A: four hrs/day - 8 hrs x Board payment (90%) = amount paid by Board
2. Example B: 22 hrs/wk - 40 hrs x Board payment (90%) = amount paid by Board

Life Insurance

The Board shall purchase the full amount of life insurance coverage as specified in policy GDBC (Classified Staff Fringe Benefits) for any classified employee working 20 hours or more per week. The full cost of the life insurance is paid by the Board.

(Approval date: November 19, 2003)

CLASSIFIED STAFF ORIENTATION

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

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

[Adoption date: November 19, 2003]

CLASSIFIED STAFF ASSIGNMENTS AND TRANSFERS

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

Assignments to Nonpublic Schools

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

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

[Adoption date: November 19, 2003]

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

CROSS REF.: GBQ, Criminal 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. Extra work or overtime is authorized only by building principals or central office administrators. The Superintendent/designee establishes regulations governing overtime provisions.

[Adoption date: November 19, 2003]

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

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

CLASSIFIED STAFF EXTRA DUTY

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

(Approval date: November 19, 2003)

CLASSIFIED STAFF DEVELOPMENT OPPORTUNITIES

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

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

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

[Adoption date: November 19, 2003]

LEGAL REF.: OAC 3301-35-03

SUPERVISION OF CLASSIFIED STAFF

Classified employees are responsible directly to the building principal or department supervisor.

The building principal or department supervisor shall approve the assignment of regular support work schedules, emergencies, or special functions with the approval of the assistant superintendent/designee.

Each classified employee shall be allotted one-half hour for lunch/supper with the time to be designated by his/her immediate supervisor.

Classified personnel are not to leave their building during their regular shift except as approved by their immediate supervisor.

[Adoption date: November 19, 2003]

[Re-adoption date: August 1, 2007]

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 and/or State law.

[Adoption date: November 19, 2003]

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

REDUCTION IN CLASSIFIED STAFF WORK FORCE

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

[Adoption date: November 19, 2003]

[Re-adoption date: January 18, 2006]

LEGAL REFS.: ORC 124.32; 124.321
3319.172
4141.29

CONTRACT REF.: Classified Staff Negotiated Agreement

SEVERANCE PAY

Each employee will be granted up to 60 days severance pay provided he/she meets the requirements for retirement as established by the Ohio Revised Code. The number of days to be granted will be based on the total number of sick leave days accumulated. Specifically, and in accordance with the Ohio Revised Code, each employee will receive one-fourth of one day severance pay for each day of accumulated sick leave up to 240 days.

Such payment shall be made in cash and based upon the employee's per diem pay at the time of official notice to the Board by the School Employee's Retirement System that the employee has retired.

Payment shall be issued as soon as possible after, but no later than, one month following presentation to the Treasurer of a copy of the employee's first SERS retirement check or bank wire notice.

[Adoption date: November 19, 2003]

SUSPENSION, DEMOTION AND TERMINATION OF CLASSIFIED STAFF MEMBERS

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

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

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

[Adoption date: November 19, 2003]

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

CROSS REF.: GBQ, Criminal Record Check