

## SECTION G: PERSONNEL

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(Continued)

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| GCN-1*    | Teacher Evaluation Policy (Also AFC-1)  |
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## SECTION G: PERSONNEL

(Continued)

|               |   |
|---------------|---|
| GD*           | Support Staff   |
| GDA*          | Support Staff Positions   |
| GDB*          | Support Staff Contracts and Compensation Plans                      |
| GDBA*         | Support Staff Salary Schedules                                      |
| GDBAA         | Support Staff Merit System  |
| GDBB*         | Support Staff Pupil Activity Contracts                              |
| GDBB-R*       | Support Staff Pupil Activity Contracts                              |
| GDBC*         | Support Staff Fringe Benefits                                       |
| GDBC-R*       | Support Staff Fringe Benefits                                       |
| GDBD*         | Support Staff Leaves and Absences                                   |
| GDBD-R*       | Support Staff Leaves and Absences                                   |
| GDBDA*        | Support Staff Assault Leave   |
| GDBE*         | Support Staff Vacations and Holidays                                |
| GDBE-R*       | Support Staff Vacations and Holidays                                |
| GDC/GDCA/GDD* | Support Staff Recruiting/ Posting of Support Staff Vacancies/Hiring |
| GDE*          | Part-Time, Temporary and Substitute Support Staff Employment        |
| GDE-R*        | Part-Time, Temporary and Substitute Support Staff Employment        |
| GDEA          | Arrangements for Support Staff Substitutes                          |
| GDF*          | Support Staff Orientation   |
| GDG*          | Support Staff Probation   |
| GDH           | Support Staff Seniority   |
| GDI*          | Support Staff Assignments and Transfers                             |
| GDJ*          | Support Staff Time Schedules  |
| GDJ-R*        | Support Staff Time Schedules  |
| GDK*          | Support Staff Work Load   |
| GDKA*         | Support Staff Extra Duty  |
| GDKB          | Support Staff Meetings  |
| GDL*          | Support Staff Development Opportunities                             |
| GDLA          | Support Staff Visitations and Conferences                           |
| GDM           | Supervision of Support Staff  |
| GDN*          | Evaluation of Support Staff (Also AFD)                              |
| GDN-R*        | Evaluation of Support Staff (Also AFD)                              |
| GDO           | Support Staff Promotions  |
| GDP           | Support Staff Termination of Employment                             |
| GDPA*         | Reduction in Support Staff Work Force                               |
| GDPB*         | Resignation of Support Staff Members                                |
| GDPC          | Retirement of Support Staff Members                                 |
| GDPCA*        | Severance Pay   |
| GDPD*         | Suspension, Demotion and Termination of Support Staff Members       |
| GDQ           | Miscellaneous Support Staff Policies                                |
| GDQA          | Nonschool Employment by Support Staff Members                       |

\* District policies included in this manual

## PERSONNEL POLICIES GOALS

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

The goals of the personnel program include:

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

[Adoption date: June 18, 2002]

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)

## GENERAL PERSONNEL POLICIES

### Rights, Responsibilities and Duties

All employees are subject to the policies of the Board and all applicable laws. Job descriptions shall be established for each type of work to be performed by professional and support staff employees.

Job descriptions shall include the following:

1. job title
2. duties to be performed
3. type and extent of training required
4. degree of responsibility assumed
5. other related factors

Job descriptions for all employees shall be subject to the approval of the Board.

The job descriptions shall determine the job classification of the employee on the salary schedule. In each instance, the employee shall meet the requirements set forth in the job description.

[Adoption date: June 18, 2002]

## 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, sex, economic status, age, disability or military status.

[Adoption date: June 18, 2002]  
(Revision date: December 16, 2008)

LEGAL REFS.: Civil Rights Act, Title VI; 42 USC 2000d  
Executive Order 11246, as amended by Executive Order 11375  
Equal Employment Opportunity Act, Title VII; 42 USC 2000e et seq.  
Education Amendments of 1972, Title IX; 20 USC 1681  
Rehabilitation Act; 29 USC 794  
Age Discrimination in Employment Act; 29 USC 623  
Immigration Reform and Control Act; 8 USC 1324a et seq.  
Americans with Disabilities Act Amendments Act of 2008;  
42 USC 12101 et seq.  
ORC Chapter 4112.02  
5903.01(G)

CROSS REFS.: AC, Nondiscrimination  
ACA, Nondiscrimination on the Basis of Sex  
ACAA, Sexual Harassment  
ACB, Nondiscrimination on the Basis of Disability

*THIS IS A REQUIRED POLICY*

## 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 concerns to the Board, they are expected to proceed through the recognized administrative channels. Final authority for all decisions rests with the Board.

[Adoption date: June 18, 2002]

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, Professional Staff Hiring  
GDD, Support Staff Hiring  
IF, Curriculum Development

CONTRACT REF.: Teachers' Negotiated Agreement

## STAFF ETHICS

All employees of the District are expected to maintain high standards and courteous professional relationships with students, parents, staff members and others. Responsibility for acceptable conduct and dress will rest primarily with the employee as a professional individual.

No employee shall engage in or have financial interest in any activity that conflicts with his/her duties and responsibilities. No information obtained through the school system shall be used by any employee for personal purposes.

Members of the staff are encouraged to take an active part in the affairs of the school and community.

Staff members will be expected to regard students as individuals and treat them with courtesy and consideration.

[Adoption date: June 18, 2002]



## STAFF CONFLICT OF INTEREST

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

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

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

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

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

[Adoption date: June 18, 2002]  
(Revision date: December 16, 2008)

LEGAL REFS.: ORC 2921.42  
3313.811  
3319.21  
3329.10  
4117.20

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

## STAFF CONDUCT

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

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

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

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

[Adoption date: June 18, 2002]

(Revision date: September 21, 2004)

(Revision date: November 16, 2004)

(Revision date: December 16, 2008)

(Revision date: December 21, 2010)

LEGAL REFS.: Gun-Free Schools Act: 20 USC 8921

ORC 124.34

2923.1212; 2923.122;

3319.081; 3319.16; 3319.31; 3319.36

CROSS REFS.:       GBCA, Staff Conflict of Interest  
                      GBCC, Staff Dress and Grooming  
                      GBH, Staff-Student Relations (Also JM)  
                      JFC, Student Conduct (Zero Tolerance)  
                      JHF, Student Safety  
                      KGB, Public Conduct on District Property

## STAFF DRESS AND GROOMING

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

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

1. be physically clean, neat and well-groomed;
2. dress in a manner reflecting their professional assignment and
3. dress in a fashion that is commonly accepted in this community.

[Adoption date: November 22, 2005]

LEGAL REF.: ORC 3313.20

CROSS REF.: Professional Staff Handbook  
Support Staff Handbook

Lucas Local School District, Lucas, Ohio

## 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, while recognizing that Board meetings are public meetings and that employees can participate in Board deliberations.

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

Board members must recognize that their presence in school buildings could be subject to a variety of interpretations by school employees. If a visit to a school or classroom is being made for other than general interest, Board members shall inform the Superintendent 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: June 18, 2002]

LEGAL REF.: ORC 3313.20

CROSS REFS.: GBM, Staff Complaints and Grievances  
KK, Visitors to the Schools

## STAFF HEALTH AND SAFETY

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

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

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

Employees who are required by Ohio 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 the central office and request the necessary forms to make application for payment under this act.

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

[Adoption date: June 18, 2002]  
(Revised Date: November 16, 2004)  
(Revision Date: August 16, 2016)

LEGAL REFS.: Asbestos School Hazard Abatement Act; 20 USC 4011 et seq.  
Asbestos Hazard Emergency Response Act; 15 USC 2641 et seq.  
Comprehensive Environmental Response, Compensation and Liability Act;  
42 USC 9601 et seq.  
ORC 3313.643; 3313.71; 3313.711  
3327.10  
4113.23  
4123.01 et seq.  
4123.35  
4123.54

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

*THIS IS A REQUIRED POLICY*

## STAFF HEALTH AND SAFETY

### Workers' Compensation Benefits Eligibility – Chemical Testing

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

### Testing Procedures

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

1. Within eight hours of the injury, the employee's blood alcohol level tests equal to or greater than .08%\*.
2. Within eight hours of the injury, the employee's breath alcohol level tests equal to or greater than .08g/210L\*.
3. Within eight hours of the injury, the employee's urine alcohol level tests equal to or greater than .11g/100 ml\*.
4. Within 32 hours of the injury, the employee tests above both the following levels established for an enzyme multiplied immunoassay technique 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 or marihuana (marijuana):
  - 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 (HHS).
- 6. The employee refuses to submit to a requested chemical test.

#### Legal Protections

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

#### Confidentiality

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

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

(Approval date: June 18, 2002)  
(Revised Date: November 16, 2004)  
(Revision Date: August 16, 2016)

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 Ohio and Federal laws. When the Superintendent makes a decision about the case, there shall be a fair and confidential process for appealing the decision.

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

### Confidentiality

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

### HIV Advisory Committee

The President of the Board may appoint an HIV Advisory Committee. The committee consists of one member of the Board, the Superintendent, one principal, one teacher, the District's legal counsel, the school physician and a doctor who specializes in communicable diseases. Other persons who may be considered as members include a guidance counselor, a student and an official of the County Department of Health. The function of the HIV Advisory Committee is:

1. to keep informed regarding the latest medical developments and information regarding HIV;
2. to advise the Board regarding policies and regulations and any changes which the committee recommends in such policies to the Board;
3. to advise the Board regarding the HIV education program;
4. to develop guidelines for Board consideration on hygienic practices in schools and
5. to assist any student, parent or employee who is seeking information about HIV.

HIV Education Program

The Board directs the administration, with the advice of the HIV Advisory Committee, to develop a program for educating persons regarding HIV. The program should provide a plan for making information about HIV available to students as a part of the health curriculum. HIV education should be developmentally appropriate to the grade level.

The Board directs the administration to develop an educational plan to inform employees about HIV-related issues and safety. In developing such programs, it is expected that information from sources such as the National Centers for Disease Control, the Ohio Department of Health and the Ohio Department of Education is utilized.

The educational program should ensure that, at a minimum, students and staff are informed in a consistent manner about:

1. the nature of HIV infection, including how it is and is not transmitted according to current scientific evidence;
2. District guidelines related to students and employees with diseases such as HIV infection;
3. resources within the District and the surrounding community for obtaining additional information or assistance and
4. procedures to prevent the spread of all communicable diseases at school.

[Adoption date: June 18, 2002]

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: June 18, 2002]

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

## STAFF-STUDENT RELATIONS

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

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

Although it is desired that staff members have a sincere interest in students as individuals, partiality and the appearance of impropriety must be avoided. Excessive informal and/or social involvement with students is prohibited. Such conduct is not compatible with professional ethics and, as such, will not be tolerated.

Staff members are expected to use good judgment in their relationships with students both inside and outside of the school context including, but not limited to, the following guidelines.

1. Staff members shall not make derogatory comments to students regarding the school, its staff and/or other students.
2. The exchange of purchased gifts between staff members and students is discouraged.
3. Staff-sponsored parties at which students are in attendance, unless they are a part of the school's extracurricular program and are properly supervised, are prohibited.
4. Staff members shall not fraternize, written or verbally, with students except on matters that pertain to school-related issues.
5. Staff members shall not associate with students at any time in any situation or activity which could be considered sexually suggestive or involve the presence or use of tobacco, alcohol or drugs.
6. Dating between staff members and students is prohibited.
7. Staff members shall not use insults or sarcasm against students as a method of forcing compliance with requirements or expectations.
8. Staff members shall maintain a reasonable standard of care for the supervision, control and protection of students commensurate with their assigned duties and responsibilities.

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

#### Social Networking Websites

1. District staff who have a presence on social networking websites are prohibited from posting data, documents, photographs or inappropriate information on any website that might result in a disruption of classroom activity. The Superintendent/designee has full discretion in determining when a disruption of classroom activity has occurred.
2. District staff is prohibited from providing personal social networking website passwords to students.
3. Fraternization between District staff and students via the Internet, personal e-mail accounts, personal social networking websites and other modes of virtual technology is also prohibited.
4. Access of personal social networking websites during school hours is prohibited.

Violation of the prohibitions listed above will result in staff and/or student discipline in accordance with State law, board policies and regulations; the Staff and Student Codes of conduct and handbooks and/or staff negotiated agreements. Nothing in this policy prohibits District staff and students from the use of education websites and/or use of social networking websites created for curricular, cocurricular or extracurricular purposes.

[Adoption date: June 18, 2002]  
(Revision date: December 21, 2010)

LEGAL REF.: ORC 3313.20

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

CONTRACT 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, 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: June 18, 2002]

LEGAL REFS.: ORC 117.10  
3313.81; 3313.811  
3315.15  
3329.10

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

## SMOKING ON DISTRICT PROPERTY BY STAFF MEMBERS

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

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

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

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

[Adoption date: June 18, 2002]  
(Revision date: February 20, 2007)  
(Revision date: December 16, 2008)

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

*NOTE: THIS IS A REQUIRED POLICY*

## PERSONNEL RECORDS

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

1. Personnel files contain records and information relative to compensation, payroll deductions, evaluations and such information as may be required by the State or Federal law or considered pertinent by the Superintendent. Anonymous material or material from an unidentified source are not placed in a staff member's file.
2. A personnel file for each employee is accurately maintained in the District office in accordance with administrative regulations incorporating the requirements set forth under the Ohio Privacy Act for the protection of employees. Employees will be notified whenever personal information concerning them is placed in their file.
3. State law requires that all public records be promptly prepared and made available for inspection to any member of the general public at all reasonable times during regular business hours. Upon request, the person directly responsible for the 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 Ohio or Federal law.

Additional exceptions are listed in Ohio Revised Code Section 149.43.

5. The District is required to keep reports of investigations of employee misconduct in the employee's personnel file, unless the State Superintendent of Public Instruction or his/her designee determines that the report does not warrant taking action against the employee.

If the State Superintendent of Public Instruction or his/her designee determines no action is warranted, the investigation report must be moved from the employee's personnel file to a separate public file.

6. Each employee has the right, upon written request, to review the contents of his/her own personnel file. If a document is not disclosed to the employee because it is determined by a physician, psychiatrist or psychologist to be likely to have an adverse effect upon the employee, the document will be released to the designated medical authority. Requests are made to the Superintendent and scheduled for a time convenient for the parties involved.

7. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and becomes part of the employee's personnel file after the appeal procedure outlined in the Ohio Revised Code. The appeal procedure permits any employee who disputes the accuracy, relevance, timeliness or completeness of information maintained in his/her file to compel the District to investigate the current status of the information.
8. Personnel records should be reviewed only within the confines of the Superintendent's office or the Board's office.

[Adoption date: June 18, 2002]  
(Revision date: April 17, 2007)  
(Revision date: December 16, 2008)  
(Revision date: August 16, 2016)

LEGAL REFS.: ORC 9.01; 9.35  
111.41; 111.42; 111.43; 111.46; 111.47; 111.99  
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  
Support Staff Negotiated Agreement

*THIS IS A REQUIRED POLICY*

## 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: June 18, 2002]

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: June 18, 2002]

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: June 18, 2002]

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

CROSS REF.: AC, Nondiscrimination

## VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

### Completion of Form I-9

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

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

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

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

### Acceptable Documents for Verifying Employment Eligibility

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

#### LIST A

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

1. United States passport
2. Certificate of United States Citizenship (INS Form N-560 or N-561)
3. Certificate of Naturalization (INS Form N-550 or N-570)
4. Unexpired foreign passport which:
  - A. contains an unexpired stamp which reads "Processed for I-551. Temporary Evidence of Lawful Admission for permanent residence. Employment authorized" or

- B. has attached thereto Form I-94 bearing the same name as the passport and contains an employment authorization stamp, provided that the period of endorsement has not expired and the proposed employment is not in conflict with any restrictions or limitations identified on Form I-94.
- 5. Alien Registration Receipt Card (INS Form I-151) or Resident Alien Card (INS Form I-551), provided that it contains a photograph of the bearer
- 6. Temporary Resident Card (INS Form I-688A)
- 7. Employment Authorization Card (INS Form I-688A)

#### LIST B

##### Documents Which Establish Identity

- 1. For individuals 16 years of age or older:
  - A. State-issued driver's license or State-issued identification card containing a photograph (If the driver's license or identification card does not contain a photograph, identifying information should be included, such as name, date of birth, sex, height, color of eyes and address.)
  - B. school identification card with a photograph
  - C. voter's registration card
  - D. United States military card or draft record
  - E. identification card issued by Federal, State or local government agencies
  - F. military dependent's identification card
  - G. Native American tribal document
  - H. United States Coast Guard Merchant Mariner card
  - I. driver's license issued by a Canadian government authority
- 2. For individuals under age 16 who are unable to produce one of the documents listed above:
  - A. school record or report card
  - B. clinic doctor or hospital record
  - C. day-care or nursery school record

## LIST C

### Documents Which Establish Eligibility:

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

Note: This must be a card issued by the Social Security Administration  
(A facsimile (such as a metal or plastic reproduction) is not acceptable.)

2. an original or certified copy of a birth certificate issued by a State, county or municipal authority bearing an official seal
3. unexpired INS employment authorization
4. unexpired re-entry permit (INS Form I-327)
5. unexpired Refugee Travel Document (INS Form I-571)
6. certification of birth issued by the Department of State (Form FS-545)
7. certification of birth abroad issued by the Department of State (Form DS-1350)
8. United States Citizen Identification card (INS Form I-197)
9. Native American tribal document
10. identification card for use of Resident Citizen in the United States (INS Form I-179)

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

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

### Preparation of Documents for Inspection

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

(Approval date: June 18, 2002)

## DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

[Adoption date: June 18, 2002]

[Revised date: April 19, 2004; November 16, 2004]

(Revision date: August 16, 2016)

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

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

CONTRACT REF.: Teachers' Negotiated Agreement  
Support Staff Negotiated Agreement

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*NOTE: House Bill (HB) 523 (2016) created a medical marijuana program; the rules must still be adopted for implementation of the program. HB 523 allows employers to extend drug free workplace policies to include medical marijuana. Districts should review negotiated agreements when updating policies and procedures related to drug free workplaces and testing.*

*THIS IS A REQUIRED POLICY*

## CRIMINAL RECORD CHECK

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

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

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

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

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

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

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

Volunteers

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

The District will follow the guidelines of the Ohio High School Athletic Association regarding volunteers and extra-curricular activities.

Contractors

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

[Adoption date: June 18, 2002]  
(Revision date: September 13, 2005)  
(Revision date: April 17, 2007)  
(Revision date: December 16, 2008)  
(Revision date: April 19, 2016)

LEGAL REFS.: Fair Credit Reporting Act; 15 USC 1681 et seq.  
ORC 109.57; 109.572; 109.575; 109.576  
2953.32  
3301.074  
3314.19; 3314.41  
3319.088; 3319.089; 3319.22; 331.222; 3319.29; 3319.291; 3319.302;  
3319.303; 3319.304; 3319.311; 3319.313; 3319.315;  
3319.39; 3319.391; 3319.392  
3327.10  
OAC 3301-27-01  
3301-83-06

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



## CRIMINAL RECORD CHECK

### Bus Driver Reimbursement

The Board will cover the cost of the required renewal of the Bus Driver Criminal Records Check.

New bus drivers will be reimbursed to a maximum of \$25.00 for the pre-service training fee after employment of 90 days with the District.

(Approval date: June 18, 2002)

## FAMILY AND MEDICAL LEAVE

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

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

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

[Adoption date: June 18, 2002]  
(Revision date: February 8, 2011)

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

CROSS REFS.: GCBD, Professional Staff Leaves and Absences  
GDBD, Support Staff Leaves and Absences

CONTRACT REF.: Teachers' Negotiated Agreement

*THIS IS A REQUIRED POLICY*

## FAMILY AND MEDICAL LEAVE

### Eligibility

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.

### Leave Entitlement

An eligible employee is allowed to take up to 12 workweeks of leave during a 12-month period. The District has chosen the following method to determine the 12-month period in which the 12 workweeks of leave entitlement occurs:

the 12-month period measured forward from the date any employee's first FMLA leave begins

An employee may be eligible for 26 workweeks of FMLA leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The District will determine the "single 12-month period" using the 12-month period measured forward from the date an employee's first FMLA leave to care for the covered servicemember begins.

### Types of Leave

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

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

The District requires eligible employees to use any accrued and unused paid vacation, personal or sick leave concurrently with unpaid FMLA leave.

An employer cannot compel an employee to use, nor may an employee elect to use, accrued medical/sick leave in any situation for which the leave could not normally be used.

#### Spouses Employed by the District

If spouses eligible for leave are both employed by the District, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to 12 weeks. If spouses eligible for leave are employed by the District, their combined amount of leave to care for a covered servicemember is limited to 26 weeks.

#### Intermittent and Reduced Leave

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

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

Intermittent or reduced leave is available for the employee's own serious health condition; to care for a seriously ill spouse, child or parent; to care for a covered service member's serious injury or illness or for leave taken due to a qualifying exigency. Such leave may be used for the birth or adoption/placement of a child only if the Board agrees.

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

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

#### Benefits

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

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

#### Notice

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

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

#### Certification

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

Upon the employee's return to work from FMLA occasioned by the employee's own serious health condition, 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.

#### Reinstatement

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

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

#### Instructional Employees

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

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

1. to care for a family member, to care for a covered service 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% of the total number of working days over the period the leave would extend.

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

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

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

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

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

#### Failure to Return

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

(Approval date: June 18, 2002)

(Revision date: February 8, 2011)

(Revision date: August 18, 2015)

*THIS IS A REQUIRED REGULATION*

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY  
(HIPAA)

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

Confidentiality of Individually Identifiable Health Information

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

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

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

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

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

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

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

#### Privacy/Security Officer

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

#### Notice

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

#### Training

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

#### Documentation

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

[Adoption date: December 16, 2003]

LEGAL REFS.: 45 C.F.R.  
ORC 9.01; 9.35  
149.41; 149.43  
1347.01 et seq.  
3317.061  
4113.23  
OAC 3301-35-03-(A)(10)  
CROSS REF.: KBA, Public's Right to Know



## PROFESSIONAL STAFF POSITIONS

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

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

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

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

[Adoption date: June 18, 2002]

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

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS  
(Teachers)

Teacher contracts shall be issued in accord with the statutes, and shall be looked upon as serving several important purposes.

1. the establishment of a high, professionally productive relationship between the teacher and the District;
2. continuity of teacher satisfaction with working conditions and
3. better education for the students.

The Superintendent is responsible for following all legal aspects of concluding contracts with teachers. Regular procedures shall be set up and publicized for the contract-achieving and renewing process as follows:

1. prominently displayed due dates on teacher application forms and contract renewal request forms;
2. distribute such forms with adequate lead time;
3. provide for receipt and recording of teacher application forms and contract renewal request forms duly signed;
4. arrange for Superintendent's recommendation to Board and official Board action on teachers to be employed;
5. record Board action in minutes, later to be accepted by Board action and signed by responsible Board officers;
6. notify teacher no later than April 30 of Board action with specific due date of signed teacher acceptance or rejection and
7. record receipt of teacher's acceptance or rejection.

Length of Limited Teaching Contracts

The Board is continually striving to provide the children of the District with a quality program of classroom instruction.

The following policy concerning the granting of limited contracts is being adopted in accordance with 3319.08 of the Ohio Revised Code.

### 1-Year Contract

All new properly certified teachers to the District would be recommended for a one-year contract.

### 2-Year Contract

Any teacher who has successfully completed at least one year in the District would be eligible for a two-year contract.

### 3-Year Contract

Any teacher who has successfully completed at least three years in the District would be eligible for a three-year contract.

Any teacher whose classroom instruction is evaluated as severely below average may be nonrenewed at the end of his/her current contract.

### Nonrenewal of Limited Teaching Contracts

1. This document pertains only to teachers who serve in the District under limited teaching contracts. It does not apply to teachers who serve in the District under continuing contracts, nor to the supplemental contracts of teachers in the District.
2. The principal of a teacher (hereafter referred to as "the principal") or the Superintendent of the District (hereafter referred to as "the Superintendent") will give written notice on or before the last day of March to a teacher in the District who serves under a limited teaching contract which expires at the conclusion of the current academic year in the event that it will be recommended to the Board of the District that the limited teaching contract of that teacher not be renewed upon its expiration.
3. The Board of the District shall act upon this recommendation no later than the 30th day of April.

4. The teacher whose contract is not recommended for renewal may give written notice to the Superintendent requesting a written statement of the reasons for the recommendation that the limited teaching contract of the teacher not be renewed. This request must be made in writing and must be given to the Superintendent on or before the first Tuesday immediately succeeding the first Monday in April. In the event that the teacher fails to make a timely written request to the Superintendent for the reasons for the recommendation of the nonrenewal of the teacher's limited contract, the teacher irrevocably waives his/her right to be provided with such reasons. In the event that a timely written request is rendered by the teacher upon the Superintendent, then the Superintendent shall supply the teacher with a written statement of the reasons for the recommendation that the limited teaching contract of the teacher not be renewed on or before the first Friday immediately succeeding the first Monday in April.
  
5. The teacher whose limited teaching contract is not recommended for renewal may request the Board to hold a hearing on this matter. This request must be in written form and it must be served upon the Superintendent no later than the first Tuesday immediately succeeding the first Monday in April. In the event that a timely written request for a hearing is not served upon the Superintendent, the teacher irrevocably waives his/her right to such a hearing. In the event that timely written request for a hearing is served upon the Superintendent, the hearing will be held no earlier than the second Monday in April and no later than the 30th day of April. The hearing will be in executive session unless the teacher in the written request to the Superintendent for the hearing requests that the hearing be held in open and public session. At the hearing, whether it is held in open session or in executive session, the teacher will be entitled to represent himself/herself or to be represented by an individual of his/her choice. Opportunity shall be given to the teacher or to his/her representative at the hearing to express views or opinions relative to the nonrenewal of the contract of the teacher. The Superintendent shall give the teacher written notice of the time, place and date of the hearing no later than two days prior to it, excluding the date of notification but including the date of hearing. If a hearing is held, then following this hearing, on or before the 30th day of April, the Board shall render a decision on the proposed nonrenewal of the contract of a teacher who serves under a limited contract in the District.

Any portion of this policy which is contrary to law shall be null, void and of no effect.

### Continuing Contracts

A continuing contract will be granted provided the teacher is of superior quality and has been evaluated as being a master teacher by his/her principal and the Superintendent.

The Board and the Superintendent will follow ORC 3319.11 and the negotiated agreement in considering a teacher for a continuing contract.

[Adoption date: September 20, 1988]  
(Revision date: June 24, 2002)

LEGAL REFS.: ORC 3317.13; 3317.14  
3319.02; 3319.07; 3319.08; 3319.09; 3319.11; 3319.12; 3319.24

CROSS REFS.: GCB, subcodes (all relate to compensation and benefits)

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS  
(Teachers)

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

Applicants for a resident educator license must satisfy the following qualifications for the duration of the program:

1. hold a bachelor's degree from an accredited institution of higher education;
2. maintain a cumulative undergraduate grade-point average of at least 2.5 out of 4.0, or its equivalent;
3. pass an examination prescribed by the SBOE in the subject area to be taught;
4. successfully complete the summer training institute operated by Teach For America-and
5. remain an active member of the Teach for America two-year support program.

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

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

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

In addition, the SBOE is required by law to revoke a resident educator license issued to a Teach for America Program participant who is assigned to teach in the state if the participant resigns or is dismissed from the program prior to completion of the two-year Teach for America support program.

(Approval date: March 17, 2015)

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS  
(Administrators)

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

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

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

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

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

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

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

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

The Board may request a one-year temporary educator license valid for employing a superintendent or any other administrator, conforming with Ohio law.

[Adoption date: June 18, 2002]

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



PROFESSIONAL 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: June 18, 2002)

## PROFESSIONAL STAFF SALARY SCHEDULES

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

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

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

[Adoption date: June 18, 2002]

LEGAL REFS.: ORC 3317.13; 3317.14  
3319.12

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL STAFF SUPPLEMENTAL CONTRACTS

Certain positions assigned to professional staff members may require extra responsibility or extra time beyond that required of all professional staff members. When the Board and administration determine the need, qualified staff selected for such positions are provided supplemental contracts and supplemental 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 supplemental contract positions that supervise, direct or coach a student activity program which involves athletic, routine/regular physical activity or health and safety considerations. Individuals accepting these contract positions must complete the requirements established by the Ohio Department of Education, Ohio law and the Ohio Administrative Code.

[Adoption date: June 18, 2002]  
(Revision date: September 19, 2006)  
(Revision date: December 16, 2008)

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

*THIS IS A REQUIRED POLICY*

## PROFESSIONAL STAFF SUPPLEMENTAL CONTRACTS

### Expectations of Persons Accepting Supplemental Contracts and Board-Approved Volunteers

Advisors, coaches and volunteers at all levels shall provide the strongest ethical and moral leadership for students under their direction. All shall work for the success of the total school program and the individual development of each student. To achieve these ends, all advisors, coaches and volunteers are expected to:

1. have high expectations for students;
2. refrain from using, encouraging, or condoning vulgar language or gestures at school or in games;
3. avoid the use of tobacco and tobacco products while advising, coaching, or in the presence of students at an official school function;
4. obtain prior approval for fund-raisers in writing from the principal and Superintendent;
5. submit required reports and/or budgets;
6. refrain from degrading or intimidating students verbally or non-verbally, in private or in public;
7. conduct and participate in fund raisers as necessary;
8. stress positive rather than negative aspects of a student's behavior;
9. consult the building principal when scheduling the building for use outside the regular school day and
10. wear proper activity attire. No article of clothing, including hats, may represent any school other than Lucas Local while involved in school functions and activities to which they have been assigned.

Coaches and volunteers are expected to follow all regulations of the Ohio High School Athletic Association. This is a particular concern in regard to practices held before the designated season starting date, open gyms, scrimmages, camps and the clothing of individual athletes out of season.

The behavior of advisors, coaches and volunteers should at all times be marked by dignity and self-control. The use of profane language and unsportsmanlike conduct is to be avoided. Actions and remarks which tend to incite the ire of spectators or provoke disorderly conduct are to be avoided as well.

The words and actions of students and staff members reflect upon the school and community. It is of the utmost importance that we present our school and community in the best possible light.

The Board reserves the right to withhold compensation for extra duty contracts if the duties are not fulfilled according to the job descriptions. The Board also reserves the right to dismiss volunteers.

(Approval date: June 18, 2002)

PROFESSIONAL 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: June 18, 2002]

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

## PROFESSIONAL STAFF LEAVES AND ABSENCES

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

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

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

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

### Community Schools Leave of Absence

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

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

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

[Adoption date: June 18, 2002]

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

## PROFESSIONAL STAFF LEAVES AND ABSENCES

### Short-Term Leave of Absence

An employee of the District may apply for an unpaid short-term restricted leave of absence provided that the leave is no longer than 15 days of school, nor shorter than three days of school, provided that the leave is used for emergency or other unusual purposes which could not feasibly be scheduled at a time when school was not in session, and provided that the leave is approved both by the employee's immediate supervisor (in the case of a teacher, this is the teacher's building principal) and by the Superintendent. Employees shall not receive compensation for holidays which fall during this unpaid leave of absence unless such employee is in a pay status on his/her next preceding and his/her next following scheduled workday before and after such holiday.

### Long-Term Leave of Absence

1. An unpaid leave of absence shall be defined as a Board-approved absence from work. An employee shall not be paid salary, wages, or Board-paid (including partially Board-paid) fringe benefits while on an unpaid leave of absence.
2. The individual employment contract of any employee on an unpaid leave of absence shall continue to run during the period of such leave, and shall therefore be subject to renewal, nonrenewal or suspension as otherwise provided by law.
3. All requests for unpaid leave of absence must be submitted, in writing, to the Superintendent. The request shall include the purpose and the proposed starting and ending dates of leave.
4. Requests shall be submitted as far in advance of the requested leave as possible. An unreasonably or unnecessarily brief notification, in the sole judgment of the Superintendent, shall constitute sufficient reason to deny the request.

An unpaid leave of absence requested for the purpose of the employee's illness or disability shall be granted for a period not to exceed two years.

5. An unpaid leave of absence requested for the purpose of child care will not be approved for any period that begins prior to the employee's completion of three years of employment in the District.
6. For purposes of child care leave, the advance request requirement contained in #4 above shall be interpreted to require an advance of at least 90 calendar days. The Superintendent may waive this requirement in unusual circumstances.



7. The maximum length of a leave of absence granted for the purpose of child care shall be two school semesters. An employee may not return from a child care leave of absence except at the beginning of a school semester, unless special permission is granted in writing by the Superintendent.
8. If all requirements of this article are met, the employee's request for an unpaid leave of absence for the purpose of child care may be granted unless there is a reason involving the continuity or quality of the educational program, or for financial reasons, unless there is a reason involving the continuity or quality of the educational program, or for financial reasons, which is deemed by the Board to be sufficient to deny the leave request.

Use of a leave of absence for a purpose other than that stated in the approved leave request shall constitute grounds for termination of the employee's contract.

Time spent on approved leave of absence shall not count towards seniority for any purpose described in this contract. Time spent on an approved leave of absence shall not be counted toward salary schedule increments or retirement. An approved leave of absence shall not be considered an interruption of continuous service for the purpose of determining seniority. Upon the expiration of the leave, the employee shall assume the contract status held at the time the leave was granted, including any modification of that status arising out of section 2.

(Approval date: June 18, 2002)

## PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

### Vacations

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

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

### Holidays

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

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

\*HOLIDAYS – New Year’s Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day-July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Day

[Adoption date: June 18, 2002]

(Revision date: April 12, 2005)

LEGAL REFS.: ORC 3313.20; 3313.63

## PROFESSIONAL STAFF RECRUITING

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

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

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

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

[Adoption date: June 18, 2002]

LEGAL REF.: OAC 3301-35-03

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

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL STAFF HIRING

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

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

The following guidelines are used in the selection of personnel.

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

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

### Employment of Retired Administrators

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

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

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

### Rehiring of Retires

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

[Adoption date: June 18, 2002]

(Revision date: October 21, 2003-December 16, 2003)

(Revision date: April 15, 2014)

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.  
Fair Credit Reporting Act; 15 USC 1681 et seq.  
ORC 2921.42  
ORC 3307.01; 3307.353; 3313.53  
3319.02; 3319.07; 3319.08; 3319.11; 3319.21; 3319.22-3319.31; 3319.39  
3323.06  
OAC 3301-35-05; 3301-35-06

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

## PROFESSIONAL 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 once re-employed.

(Approval date: June 18, 2002)

## INTERSCHOLASTIC ATHLETIC COACHES HIRING

The Board recruits, appoints and assigns qualified professional staff personnel to serve as athletic coaches whenever possible.

The Board may employ a support staff individual to coach an interscholastic program. A support staff individual who meets the standards adopted by the State Board may be so employed only after the Board adopts a resolution stating that it has offered such position to those employees of the District who have a certificate of a type described in ORC 3319.22 and no such employee qualified to fill the position has accepted it, and has then advertised the position as available to any individual with such a certificate who is qualified to fill it and who is not employed by the Board, and no such person has applied for and accepted the position. A support staff individual employed under this section may perform only the duties of the coach of the interscholastic athletic program for which he/she is employed.

[Adoption date: June 18, 2002]

LEGAL REFS: ORC 3315.53  
3319.22

## PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

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

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

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

[Adoption date: June 18, 2002]  
(Revised: October 21, 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

CONTRACT REF.: AC, Nondiscrimination  
ACA, Nondiscrimination on the Basis of Sex  
ACB, Nondiscrimination on the Basis of Disability  
GBA, Equal Opportunity Employment  
GBQ, Criminal Record Check  
Teachers' Negotiated Agreement



## PROFESSIONAL STAFF ORIENTATION

### School Building Basis

The principal is responsible for the orientation of new teachers assigned to his/her school. He/She should give information and general directions in regard to the following:

1. the names of fellow teachers, the office clerk, cafeteria personnel, custodians and other special staff personnel who will come to the building;
2. location and use of physical facilities of building: classroom, cafeteria, library, teachers' lounge and lavatories;
3. teaching materials: courses of study, guide books, textbooks and supplementary materials for grade or subject;
4. school forms: attendance reports, student and school records, transfers, purchase orders, plan books, etc.;
5. method of ordering books and supplies, securing audio-visual equipment, methods of getting material duplicated, disposing of lost and found articles;
6. schedule and meaning of all bell signals;
7. regulations for students in buildings and on school grounds; use of entrances, exits, lavatories, playground areas, equipment and activities; regulations for students during, before and after school hours;
8. directions regarding building meetings, in-service training meetings, other meetings, assignments to school committees, fire drill regulations, policies concerning teacher's absence, attendance dismissal, excuse of students from school, etc.;
9. the goals and aspirations of our schools and
10. school system policies and regulations.

[Adoption date: June 18, 2002]

## PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

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

A request for transfer does not guarantee that such a transfer will be made. Teachers are encouraged to discuss transfers or their intention to request transfer with the principal or another 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: June 18, 2002]

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

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

### Assignment

Instructional personnel will normally be assigned initially by the Superintendent or his/her delegate to positions for which their preparation, certification, experience and aptitude fit them. He/She may not be assigned, except temporarily and for good cause, outside the scope of his/her teaching certificates or their major or minor fields of study.

### Reassignment and Transfer

The Board reserves the right to reassign and transfer personnel to other positions for the betterment of the school system when conditions such as the following exist:

1. increases or decrease of enrollment in various grades and classes;
2. opening of new buildings or closing of old ones;
3. changes in organization of the school system;
4. addition or elimination of an educational service and
5. vacancies created by promotions, leaves of absence, death, retirement, resignation and the like.

The Board will receive and act upon recommendations for personnel reassignment and transfer in the light of each individual's qualifications for the position, including certification and length of service in the school system in that order of priority. Whether or not a person is qualified for a proposed position will depend upon:

1. his/her potential for contributing to the program needs of the school or department;
2. his/her potential for contributing to the curricular activities of a school;
3. his/her compatibility with the socio-economic area of the school;
4. his/her success in previous assignments;
5. balance of staff as to age, race, sex, etc.;
6. length of time since his/her last transfer and
7. his/her certification for the position.

Personal Adjustment Transfers

The Board will favorably consider requests for personal adjustment transfers, compatible with the qualifications criteria less the length of service factor, on the assumption that a different environment will often promote professional growth and increased efficiency.

Involuntary Transfers

The Board may make all transfers of personnel which it deems necessary, provided:

1. written notice of transfer is given to the person or persons affected;
2. reasons for transfer are given in writing if requested by the person or persons involved and
3. opportunity to meet with the Superintendent or his/her representative is given to discuss the transfer.

Decisions of the Board on transfers and the necessity, therefore, are final. The Board shall give all notices required by this paragraph as soon as possible.

(Approval date: June 18, 2002)

## PROFESSIONAL STAFF TIME SCHEDULES

### Administrators

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

### Teachers

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

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

[Adoption date: June 18, 2002]

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

CROSS REF.: ICA, School Calendar

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF EXTRA DUTY

Additions to Normal Teaching Schedule and Duties

Any assignments in addition to a person's normal schedule and duties during the regular school year, such as to adult education, summer school and cocurricular programs, shall not be obligatory but shall be with the consent of the employee.

[Adoption date: June 18, 2002]

EXPECTATIONS OF PERSONS ACCEPTING SUPPLEMENTAL CONTRACTS AND  
BOARD APPROVED VOLUNTEERS

Advisors, coaches, and volunteers at all levels shall provide the strongest ethical and moral leadership for students under their direction. All shall work for the success of the total school program and the individual development of each student. To achieve these ends, all advisors, coaches, and volunteers are expected to:

- A. Have high expectations for students;
- B. Refrain from using, encouraging, or condoning vulgar language or gestures at school or in games;
- C. Avoid the use of tobacco and tobacco products while advising, coaching, or in the presence of students at an official school function;
- D. Obtain prior approval for fund raisers in writing from the Principal and Superintendent;
- E. Submit required reports and/or budgets;
- F. Refrain from degrading or intimidating students verbally or non-verbally, in private or in public;
- G. Conduct and participate in fund raisers as necessary;
- H. Stress positive rather than negative aspects of a student's behavior;
- I. Consult the building principal when scheduling the building for use outside the regular school day;
- J. Proper activity attire is expected of all advisors, coaches, and volunteers. No article of clothing, including hats, may represent any school other than Lucas Local while involved in school functions and activities to which they have been assigned.

Coaches and volunteers are expected to follow all regulations of the Ohio High School Athletic Association. This is of particular concern in regard to practices held before the designated season starting date, open gyms, scrimmages, camps, and the clothing of individual athletes out of season.

The behavior of advisors, coaches, and volunteers should at all times be marked by dignity and self-control. The use of profane language and unsportsmanlike conduct is to be avoided. Actions and remarks that intend to incite the ire of spectators or provoke disorderly conduct are to be avoided as well.

The words and actions of students and staff members reflect upon the school and community. It is of the utmost importance that we present our school and community in the best possible light.

The Board reserves the right to withhold compensation for extra duty contracts if the duties are not fulfilled according to the job descriptions. The Board also reserves the right to dismiss volunteers.

THE LUCAS SCHOOL DISTRICT BOARD OF EDUCATION

## PROFESSIONAL STAFF MEETINGS

### Meetings

Purposeful staff meetings develop group cohesiveness by promoting job growth through group communication. Meetings should be held regularly in all schools. Through such meetings the staff is given an opportunity to receive and understand administration procedures, to discuss new ideas, to have a forum, to exchange findings and to become familiar with the aims and purposes of the philosophy of the schools for the continuing improvement of all school operations and facilities. Within budgetary limitations, the Board will provide for costs of attendance of employees at meetings that would tend to increase their competency.

[Adoption date: June 18, 2002]

CONTRACT REF.: Teachers' Negotiated Agreement



## PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

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

Opportunities for professional growth are provided through such means as:

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

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

[Adoption date: June 18, 2002]

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

CROSS REFS.: GCBC, Professional Staff Fringe Benefits  
G CBD, Professional Staff Leaves and Absences

CONTRACT REF.: Teachers' Negotiated Agreement

### Teacher Evaluation Policy

The Board of Education of Lucas Local School District adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.

The Board directs the Superintendent to implement this policy in accordance with State law. The requirements of the policy prevail over any conflicting provisions of a collective bargaining agreement entered into on or after September 24, 2012 (90 days for the effective date of Sub. SB 316).

### Definition of “Teacher”

This policy applies to district employees who meet one of the following categories:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of their time providing content-related student instruction; or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of their time providing content-related student instruction; or
3. A teacher working under a permanent certificate issued under ORD 2219.222 as it existed prior to September 2006 who spends at least 50% of their time providing content-related student instruction; or
4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of their time providing content-related student instruction.

Principals and assistant principals shall be evaluated in accordance with the principal evaluation policy adopted by the Board in accordance with ORC 3319.02.

This policy does not apply to the superintendent, assistant superintendent(s), business manager, treasurer or “other administrator” as defined by ORC 3319.02. This policy also does not apply to substitute teachers.

### Assigning and Effectiveness Rating

Each evaluation will result in an effectiveness rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective.” An effectiveness rating is based on the following two categories:

1. Teacher Performance; and
2. Student Growth Measures

Percentages for teacher performance and multiple measures of student growth for evaluation purposes shall be those mandated by state law.

The Board annually submits to the Ohio Department of Education the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teacher graduated.

### Calculating Teacher Performance

Teacher Performance is evaluated during the two cycles of formal observation and periodic classroom walkthroughs. Fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they teach;
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessments to Inform Instruction, Evaluate and Ensure Student Learning;
4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators, and the Community to Support Student Learning; and
7. Assuming responsibility for Professional Growth, Performance and Involvement.

The Superintendent/designee shall select or develop, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance fifty-percent (50%), which must be aligned to the Ohio Standards for the Teaching Profession and the Ohio Teacher Evaluation System Performance Rubric.

The district's evaluation tool for teacher evaluation will follow Ohio Department of Education's model evaluation tool, the Ohio Teacher Evaluation System (OTES) including the scoring rubric as provided through OTES.

### Calculating Student Growth Measures

For purposes of the Ohio Teacher Evaluation System (OTES), student growth means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combinations of the following:

1. Teacher-level Value-Added Data;
2. ODE Approved Assessments; and/or
3. Board-determined Measures

Teacher-level Value-Added: “Value-Added” refers to the value-added methodology provided by the Ohio Department of Education (ODE). Where value-added data for grades 4-8 for English/language arts and mathematics exist (via Ohio Achievement Assessment (OAA)), value-added data must be one of the multiple measures used in calculating student growth.

ODE Approved List of Assessments: ODE approved a list of assessments that can be utilized as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent attributed to student growth measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the approved list as he/she deems necessary and appropriate.

Board-determined Measures: For courses of instruction in which neither teacher level value-added data nor ODE approved assessments are available, the Superintendent/designee, in consultation with teachers and subject to board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.

The percentage of teacher value added, approved vendor assessments, LEA measures, will reflect no less than what is required by law. The student growth measure portion is 50% of the teacher evaluation.

The district will use the following categories:

A1\*-

Teaching schedule reflects 100% Value Added subjects.

\* For the 2013-2014 school year, only: Value Added- 26% and SLO 24%

A2-

The portion of the teacher evaluation that comes from Value Added Data will consist of the same percentage of the Value Added classes taught by the teacher, or the minimum percentage required by Ohio Law. Student Learning Objectives (SLO) will be reflective of teaching assignment or district/building initiatives as determined collaboratively by the teacher and administration.

B-

15% vendor assessment

35% Student Learning Objectives (SLO) will be reflective of teaching assignment or district/building initiatives as determined collaboratively by the teacher and administration.

C-  
Student Learning Objectives (SLO) will be reflective of teaching assignment or district/building initiatives as determined collaboratively by the teacher and administration.

The district will follow the Business Rules for Student Growth Measures as provided, and updated, by the Ohio Department of Education. (Appendix A)

#### Evaluation Timeline

District administrators shall conduct an evaluation of each teacher subject to this policy at least annually. Each evaluation shall include: (1) Two (2) cycles of formal observations of at least thirty (30) minutes each; and (2) periodic classroom walkthroughs by the evaluator. All teacher evaluations shall be completed by March 31 and each teacher subject to this policy shall be provided with a written copy of the evaluation results by April 30.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11, one evaluation consisting of at least three formal observations must be conducted annually by March 31. Each teacher on a limited or extended limited contract pursuant to ORC 3319.11, one evaluation consisting of at least three formal observations must be conducted annually by March 31. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by April 30.

The Board elects to evaluate a teacher receiving an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation conducted pursuant to this policy annually.

The Board elects to evaluate a teacher receiving an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation conducted pursuant to this policy via two cycles of formal observations and periodic classroom walkthroughs.

#### Credentialed Evaluators

Each teacher evaluation conducted under this policy shall be conducted by a person who holds a credential established by the Ohio Department of Education for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment. The Board will adopt a list of approved credentialed evaluators. To the extent possible, the evaluation will be conducted by Lucas Employee credentialed evaluators.

Professional Growth and Improvement Plan

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix. Teachers with a most effective rating for student growth must develop a professional growth plan and choose their credentialed evaluator for the evaluation cycle from the Board approved list.

The components of the Professional Growth Plan will include evidence of the teacher and the evaluator working together to develop a Professional Growth Plan that includes a teacher performance goal and a student achievement outcome that are supported by indicators of evidence. (Appendix B)

Teachers with average and above average ratings for student growth must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board approved list. The teacher will have input on the selection of a credentialed evaluator for the evaluation cycle.

The components of the Professional Growth Plan will include evidence of the teacher and the evaluator working together to develop a Professional Growth Plan that includes a teacher performance goal and student achievement outcome that are supported by indicators of evidence. (Appendix B)

Teachers with approaching average and least effective ratings student growth must develop an improvement plan with the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle for the Board approved list.

The components of the Improvement Plan will include an improvement statement relating to the *Ohio Standards for the Teaching Profession*, specific measurable goals to improve performance, a description of the plan of action for improvement including professional development, and support desired. (Appendix C)

Testing for Teachers in Core Subject Areas

Teachers who teach in a “core subject area” are required to register for and take all written examination of content knowledge selected by ODE if the teacher has received an effectiveness rating of “Ineffective” on evaluations for two of the three most recent school years. “Core subject area” means reading and English/language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

Removal of Poorly-Performing Teachers

The Board adopts the following procedures to be used by district administrators in removing poorly-performing teachers:

Poorly performing teachers may be removed, upon recommendation of the Superintendent, through either non-renewal or termination, after consideration of the following:

File: GCN-1 (Also AFC-1)

- The building Principal shall identify "poorly performing teachers" as those who have been rated as "Ineffective" on their two (2) most recent consecutive summative evaluation ratings; or those rated "Ineffective" on two (2) out of their last three (3) most recent evaluation ratings.
- The building Principal shall recommend the dismissal of "poorly performing teachers" to the Superintendent of Schools.
- A teacher identified as "Ineffective" on the most recent summative evaluation rating who fails to show any growth as prescribed on the OTES Improvement Plan will be recommended to the Superintendent of Schools for dismissal.

Professional Development

The Lucas Local School District Board of Education is committed to providing appropriate resources to improve teacher effectiveness through the completion of teacher professional growth and/or improvement plans. Resources will be allocated from grant and/or general funds.

Legal References: ORC3319.11; 3319.111; 3319.112; 3319.114; 3319.58

Legislative Reference: Am. Sub. HB 153 (September 29, 2011); Sub. SB 316

May 22, 2013

Evaluation Policy Adoption Date: June 18, 2013

(Revision date: April 15, 2014)

(Revision date: February 17, 2015)

EVALUATION OF PROFESSIONAL STAFF  
(Administrators Both Professional and Support)

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

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

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.



Ohio Principal Evaluation System (OPES)

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

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

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

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

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

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

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

[Adoption date: March 15, 2005]

(Revision date: April 15, 2014)

(Revision date: March 17, 2015)

File: GCN-2 (Also AFC-2)

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

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

THIS IS A REQUIRED POLICY

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EVALUATION OF PROFESSIONAL STAFF  
(Administrators Both Professional and Support)

Application

This policy shall apply to all persons employed by the Board in a position requiring licensure as an administrator. This definition excludes school counselors but includes professional pupil services personnel and administrative specialists who spend less than 50% of their time teaching or otherwise working directly in the presence of students.

This policy shall also apply to all persons employed in positions not requiring administrative licensure, but whose job duties enable them to be considered either a “supervisor” or “management level employee” as defined in Section 4117.01 of the Ohio Revised Code.

Procedures

1. General Requirements

The Superintendent shall implement a program of regular evaluation for all administrative personnel which includes the following elements.

- A. The evaluation process shall fairly attempt to measure the administrator’s effectiveness in performing the duties set forth in his/her job description.
- B. A written evaluation document shall be produced for each evaluation.
- C. Each administrator shall be evaluated at least once annually and at least twice in the year of contract expiration.
- D. The evaluation shall be conducted by the Superintendent or his/her designee (such designation may be oral or in writing).
- E. Prior to the Board’s consideration of contract renewal or nonrenewal, the Superintendent shall review the results of the evaluation process with the Board.

2. Evaluation Instruments

The Superintendent may, in his/her discretion, utilize a single evaluation instrument for all administrative positions, instruments particularized for each position, or a combination of both types of instruments.

Evaluation instruments shall be developed and/or utilized by the Superintendent as he/she may determine in his/her best professional judgment, and may be modified from time to time by the Superintendent in the exercise of such professional judgment. Specific Board approval of the evaluation instrument(s) or modifications to such instrument(s) shall not be required.

3. Basis for Evaluation

Each evaluation shall fairly attempt to measure the administrator's effectiveness in performing the duties of his/her job description.

Evaluations may be based upon the direct formal observations of the administrator, but may also consider informal or incidental observations and other relevant information which is within the knowledge of or brought to the attention of the evaluator. Out-of-school conduct may be considered if such conduct impairs the individual's effectiveness as an administrator or as a role model for students and staff.

4. Observations and Conferences

A pre-evaluation conference may be conducted if deemed necessary or advisable by the evaluator.

Formal observations may be made of the administrator, either announced or unannounced, but shall not be a required element of the evaluation process. Whether formal observations are appropriate to the position shall be determined by the evaluator on a case-by-case basis.

Following any formal observations and/or gathering of other evaluative data, and before finalizing any evaluation report, the evaluator shall arrange a post-evaluation conference at which the results of the evaluation process are discussed with the administrator. To the extent that any weaknesses or deficiencies have been identified in the evaluation process, the evaluator shall offer suggestions for improvement. Identified weaknesses and suggestions for improvement shall be identified in the evaluation report, but shall not be a required element of any evaluation.

A final written evaluation report shall be produced in a manner deemed appropriate by the evaluator, in consultation with the administrator. This evaluation report may be combined with the evaluation instrument(s), or may be a separate document. The evaluation report shall be signed and dated by the administrator and the evaluator at the conclusion of the post-evaluation conference. The signature of the administrator shall not necessarily indicate that he/she agrees with the evaluator's comments or conclusions, but only that he/she has been made aware of such comments or conclusions. A copy of the evaluation report shall be provided to the administrator upon request.

The final evaluation report for an administrator in the last year of his/her contract shall include the Superintendent's intended recommendation to the Board concerning the renewal or nonrenewal of the contract.

5. Number and Timing of Evaluations

A. Administrator Not in Final Year of Contract

An administrator not in the final year of his/her contract shall be evaluated at least once during the school year. A written copy of the evaluation report shall be provided to the administrator no later than the end of the administrator's contract year as defined by the administrator's annual salary notice.

B. Administrator in Final Year of Contract

An administrator whose contract is due to expire at the conclusion of the current school year shall have at least one preliminary evaluation and one final evaluation during such year. A written copy of the preliminary evaluation report shall be provided to the administrator at least 60 days prior to any Board action on the renewal or nonrenewal of the contract. A written copy of the final evaluation report shall be provided to the administrator at least five days prior to any Board action on the renewal or nonrenewal of the contract.

Meeting with Board

Each administrator shall be provided the opportunity to meet with the Board in executive session prior to the Board's action on his/her contract. In this meeting, the Board shall discuss its reasons for considering the renewal or nonrenewal of the contract. The administrator may be accompanied by a representative of his/her choosing at the meeting. However, no witnesses or other persons may appear with or on behalf of the administrator without the express permission of the Board.

Written notice of the right to have such a meeting with the Board shall be provided in accordance with law to each administrator whose contract is expiring at the conclusion of the current school year.

Written Rebuttal

The administrator may, at any time following the receipt of an evaluation report, submit a written rebuttal, not to exceed three pages in length, which shall be promptly attached to the evaluation report and any copies of the evaluation report which are retained in the District's records or submitted to the Board for its consideration.

Legal Effect

This policy and the procedures contained herein shall not create a legal expectancy of continued employment or a property interest in continued employment, and shall not be deemed a part of any individual administrator's contract or otherwise a contractual obligation of the Board.

To the extent that any of the procedures contained herein exceed the requirements of Ohio law, such procedures shall not be construed as a precondition to contract nonrenewal and shall not prevent the Board from proceeding with a contract nonrenewal which otherwise satisfies the minimum requirements of Ohio law.

[Adoption date: June 18, 2002]  
(Revised date: March 15, 2005)

LEGAL REF.: ORC 3319.02

EVALUATION OF PROFESSIONAL STAFF  
(Administrators Both Professional and Support)

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: June 18, 2002)

## EVALUATION OF SCHOOL COUNSELORS

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

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

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

### Effectiveness Rating

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

### Evaluation Time Line

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

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

### Professional Growth and Improvement Plans

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

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

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

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

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

### Retention and Promotion

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

### Poorly Performing Counselors

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

### Professional Development

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



[Adoption date: July 19, 2016]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

***THIS IS A REQUIRED POLICY***

## REDUCTION IN PROFESSIONAL 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 or for other reasons unrelated to the performance of the individual administrator.

[Adoption date: June 18, 2002]  
(Revised date: September 13, 2005)  
(Revision date: November 22, 2005)  
(Revision date: December 20, 2011)

LEGAL REF.:           ORC   3319.02  
                                      3319.081  
                                      3319.09(A)  
                                      3319.17  
                                      3319.18  
                                      3319.171  
                                      3319.172

CONTRACT REF.: Teachers' Negotiated Agreement

**REDUCTION IN PROFESSIONAL STAFF WORK FORCE**  
(Administrative Personnel Suspension Policy/Administrative Reduction in Force)

When the Board determines that it is necessary to reduce the number of administrative staff positions, the following procedures shall apply.

- A. To the extent possible, the number of administrators affected by a reduction in force (RIF) will be minimized by not employing replacements or who retire, resign or whose contracts are not renewed for reasons other than reduction in force.
- B. Reductions needed beyond those resulting from attrition are made by suspending or non renewing contracts for one or more of the following reasons:
  - 1. the financial condition of the District;
  - 2. financial circumstances affecting a particular program or grade level(s) within the District;
  - 3. declining enrollment in the District as a whole or in a particular program(s) or grade level(s) within the District;
  - 4. the closing or consolidation of school buildings;
  - 5. staff reorganization in response to changes in law, curriculum, education policy, or the changing needs of the District;
  - 6. territorial changes affecting the District and
  - 7. the return of regular administrators from a leave of absence or from disability retirement.
- C. When implementing an administrative RIF or suspension, the Board may take action regardless of seniority. Administrators do not have district seniority, therefore, the Board may decide which administrator(s) they wish to RIF or suspend due to reasons listed in Item B. The decision must also be based upon the provisions of Item D.
- D. The names of administrators whose contracts are suspended in a reduction-in-force or suspension action are placed on a recall list for up to 12 months from the date of the reduction. Administrators on the recall list have the following rights.
  - 1. No new administrator will be employed by the Board while there are administrators on the recall list who are certificated/licensed to fill the vacancy.
  - 2. It is the responsibility of the RIF'd or suspended administrator to provide the Board with a current address and telephone number for purpose of notification.
  - 3. The failure of a RIF'd or suspended administrator to respond to notification within seven (7) work days of the notification shall be deemed a rejection of the offer to recall.
- E. Administrators holding or entitled to a continuing contract as a teacher within the District shall enter the teacher's bargaining unit following the RIF or suspension of their administrative contract. Their rights upon entry into the bargaining unit shall be determined in accordance with the applicable provisions of the law and the collective bargaining agreement as it exists at that time.

- F. The term “suspension” as used in this policy in relation to administrative contracts shall not be taken to indicate either a continuing employment relationship following the suspension or the resumption of a previous contract upon recall. The suspension (RIF) of an administrative contract under this policy shall entirely sever the employment relationship between the parties. Upon recall, an entirely new contract shall be entered into.
- G. An administrator on the recall list, upon acceptance of the notification to resume active employment status, returns to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as he/she held at the time of layoff. An administrator on the recall list who is unemployed and does not otherwise have group insurance coverage available may continue to participate for up to 18 months in those benefits which are provided to administrators in active employment, provided that the administrator pays 100% for such benefits.

(Approval date: June 18, 2002)

(Revised date: September 13, 2005)

LEGAL REF.: ORC 3319.17; 3319.171

## RESIGNATION OF PROFESSIONAL STAFF MEMBERS

Any professional 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: June 18, 2002]

LEGAL REFS.: ORC 3319.02; 3319.15

## SEVERANCE PAY

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

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

[Adoption date: June 18, 2002]

LEGAL REFS.: ORC 9.90  
124.39

CONTRACT REF.: Teachers' Negotiated Agreement

## SUSPENSION AND TERMINATION OF PROFESSIONAL STAFF MEMBERS

### Suspension

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

### Termination

The contract of a professional staff member may be terminated for good and just cause. Before terminating any contract, the Board furnishes the professional 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 professional staff member of his/her right to request a hearing by the Board or by an independent referee. At such a hearing, both parties may be represented by counsel and present and cross-examine witnesses. A stenographic record of the proceedings is made. After the hearing, the Board makes its determination by majority vote. Any order of termination of a contract states the grounds for termination.

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

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

[Adoption date: June 18, 2002]  
(Revision date: February 8, 2011)

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: June 18, 2002]



## SUPPORT STAFF

The primary role of support personnel is to support and enhance the efforts of instructional personnel.

All personnel policies and regulations, including the specifics of employees agreements, pertaining to support personnel must be written in harmony with that primary role.

The Board shall, upon recommendation of the Superintendent, classify all employees not requiring certification according to the provisions of the job assignment.

The duties of all support personnel shall be defined in accordance with job descriptions adopted by the Board. Assignments within the working day will make provisions for such amenities as rest periods, lunch breaks, clean-up opportunities, and areas for employee facilities. Job descriptions will be provided.

[Adoption date: June 18, 2002]

## SUPPORT STAFF POSITIONS

All support 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: June 18, 2002]

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

## SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

### Contracts

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

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

### Compensation Plans

In determining and developing salary schedules for support 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 support staff are reviewed and established annually by the Board upon the recommendation of the Superintendent.

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

[Adoption date: June 18, 2002]

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

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

## SUPPORT STAFF SALARY SCHEDULES

### Salary and Benefits

The Board will review the salary and benefits of support staff employees on an annual basis at the same time that they review the salary and benefits of the teaching staff. The Board will be fair in all salary and benefit requests by all employees of the school system within reason and within the constraints of the District budget.

Salary schedules and benefits will be on file for every support staff position in the District.

[Adoption date: June 18, 2002]

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

## SUPPORT STAFF PUPIL ACTIVITY CONTRACTS

The Board believes that a varied cocurricular program adds depth and richness to the academic program, teaching skills and life lessons not easily learned in the classroom. The Board also recognizes the importance of positive adult leadership in pupil activity programs.

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

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

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

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

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

[Adoption date: September 19, 2006]  
(Revision date: December 16, 2008)

LEGAL REFS.: ORC 3313.18; 3313.53  
3319.081; 3319.083; 3319.303; 3319.39  
OAC 3301-27-01; 3301-27-02; 3301-20-01

CROSS REFS.: GCBB, Professional Staff Supplemental Contracts  
GDB, Support Staff Contracts and Compensation  
Plans  
GDKA, Support Staff Extra Duty  
IGD, Cocurricular and Extracurricular Activities  
IGDJ, Interscholastic Athletics  
GBQ, Criminal Records Check

CONTRACT REF.: Support Staff Negotiated Agreement

## SUPPORT STAFF SUPPLEMENTARY PAY PLANS

1. Hours worked means all hours during which the individual is required to be on duty – generally from the required starting time to normal quitting time.
  - A. Meal periods do not count as hours worked.
  - B. Break periods of 20 minutes or less do count as work time.
  - C. Hours for which an employee is compensated for sick leave, vacation leave, or personal leave, but during which he does not actually work, shall not be computed as “worked hours” for the purposes of determining overtime eligibility.
2. Individuals who begin work earlier or work later than their assigned hours must receive prior authorization from their immediate supervisor.
3. Individuals 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: September 20, 1988)

## SUPPORT 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 support staff employees are designed to promote their present and future economic security and to provide the financial incentives for skill development that benefit the District.

[Adoption date: June 18, 2002]

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

CROSS REF.: EI, Insurance Management

## SUPPORT STAFF FRINGE BENEFITS

### Staff Fringe Benefits

1. Health and Life Insurance Benefits

The Board will uniformly administer plans providing hospital coverage, dental coverage and life insurance to all professional, administrative and support personnel according to their job status as full-time, part-time employees, etc.

2. Retirement Benefits - School Employees Retirement System

Each support and administrative employee whose position does not require certification by the State Department of Education must contribute a percentage of his/her earnings to the SERS (as determined by the SERS under the Ohio Revised Code). The Board is also required to contribute a percentage of all employee earnings to the SERS.

Eligibility for retirement benefits are determined by the SERS in accordance with the Ohio Revised Code.

3. Worker's Compensation

Every employee of the District is covered by the provisions of the Worker's Compensation Law.

4. Unemployment Compensation

The Board is not responsible for paying unemployment benefits to staff personnel during "between terms" basing its decision on the Ohio Revised Code.

The law imposes a special "between terms" disqualification whereby certain college and school employees cannot be paid benefits for any week of unemployment which begins during the period between two successive academic years or terms, or between quarters or semesters within an academic year or terms, if the individual performs services in the first of such academic years or terms and has a contract or reasonable assurance of performing services for an educational institution in the second of such academic years or terms. An educational institution must advise the bureau in writing that claimant has a contract or reasonable assurance of employment before the "between terms" disqualification can be applied.

5. Tax-Sheltered Annuities

The Board will uniformly administer this policy to all professional, administrative and support personnel.

The Board will provide for payroll deductions for those employees wishing to purchase annuities from Board-approved annuity companies, providing that at least five employees purchase from any one company. Those presently in effect for a lesser number of employees will continue.

[Approval date: June 18, 2002]

(Revision date: February 19, 2013)

CROSS REF.: GDE-R, Part Time Support Personnel

Selected Sample Policy

OHIO POLICY REFERENCE MANUAL©



## SUPPORT STAFF LEAVES AND ABSENCES

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

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

### Community Schools Leave of Absence

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

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

[Adoption date: June 18, 2002]

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

## SUPPORT STAFF LEAVE AND ABSENCES

### Unapproved Absence

If an employee is not at work for one or two consecutive days, this will be considered an unapproved absence. The employee will not receive wages or salary for an unapproved absence. If the employee has any Board paid benefits, the employee will reimburse the Board for the Board's share of these benefits for each day of an unapproved absence.

However, an employee must use personal leave days before an unapproved absence occurs.

### Short-Term Leave of Absence

An employee of the District may apply for an unpaid short-term restricted leave of absence provided that the leave is no longer than 15 days of school, nor shorter than three days of school, and all personal leave days have been used, provided that the leave is used for emergency or other unusual purposes which could not feasibly be scheduled at a time when school was not in session, and provided that the leave is approved both by the employee's immediate supervisor (in the case of a teacher, this is the teacher's building principal) and by the Superintendent. Employees shall not receive compensation for holidays which fall during this unpaid leave of absence unless such employee is in a pay status on his/her next preceding and his/her next following scheduled workday before and after such holiday.

An employee who is approved for a short-term restricted leave of absence, may continue to participate in Board approved insurance programs provided that the employee pays the employee share and Board share for each day on short-term restricted leave.

### Long-Term Leave of Absence

1. An unpaid leave of absence shall be defined as a Board-approved absence from work. An employee shall not be paid salary, wages, or Board-paid (including partially Board-paid) fringe benefits while on an unpaid leave of absence.
2. The individual employment contract of any employee on an unpaid leave of absence shall continue to run during the period of such leave, and shall therefore be subject to renewal or suspension as otherwise provided by law.
3. All requests for unpaid leave of absence must be submitted, in writing, to the Superintendent. The request shall include the purpose and the proposed starting and ending dates of leave.

4. Requests shall be submitted as far in advance of the requested leave as possible. An unreasonably or unnecessarily brief notification, is the sole judgement of the Superintendent, shall constitute sufficient reason to deny the request.

An unpaid leave of absence requested for the purpose of the employee's illness or disability shall be granted for a period not to exceed two years.

5. An unpaid leave of absence requested for the purpose of child care will not be approved for any period that begins prior to the employee's completion of three years of employment in the District.
6. For purposes of child care leave, the advance request requirement contained in #4 above shall be interpreted to require an advance of at least 90 calendar days. The Superintendent may waive this requirement in unusual circumstances.
7. The maximum length of leave of absence granted for the purpose of child care shall be two school semesters. An employee may not return from a child care leave of absence except at the beginning of a school semester, unless special permission is granted in writing by the Superintendent.
8. If all requirements of this article are met, the employee's request for an unpaid leave of absence for the purpose of child care may be granted unless there is a reason involving the continuity or quality of the educational program, or for financial reasons, which is deemed by the Board to be sufficient to deny the leave request.

Use of a leave of absence for a purpose other than that stated in the approved leave request shall constitute grounds for termination of the employee's contract.

Time spent on approved leave of absence shall not count towards seniority for any purpose described in this contract. Time spent on an approved leave of absence shall not be counted toward salary schedule increments or retirement. An approved leave of absence shall not be considered an interruption of continuous service for the purpose of determining seniority. Upon the expiration of the leave, the employee shall assume the contract status held at the time the leave was granted, including any modification of that status arising out of section 2.

### Personal Leave

Each regular full-time employee shall be entitled to three days of personal leave as regulated and governed in this policy. A year for the purposes of this policy will begin on July 1<sup>st</sup> and end on the next succeeding 13<sup>th</sup> day of June. Personal leave shall not accumulate from one year to succeeding years. Two days of personal leave annually may be used by each regular full-time employee without restriction, provided that application for this unrestricted day of personal leave has been made at least three working days in advance of the proposed day of unrestricted

personal leave and further provided that the Superintendent approves the application for the use of unrestricted personal leave. Unrestricted personal leave may not be used on the day immediately preceding or succeeding a school holiday or vacation, nor upon in-service days, nor teachers' meeting days, nor inter-school visitation days, nor parental conference days, nor on the first day or last day of school that students are in session, nor other days on which teachers have professional responsibilities but do not have teaching contact with students. Employees will not be required to specify the reason or reasons for which they request unrestricted personal leave. When taken, unrestricted personal leave, as regulated and governed in this policy, shall entitle employees to payment of their regular salary or wages, excluding overtime, for the day of unrestricted personal leave. One day of restricted personal leave may be used annually by each regular full-time employee, provided that application for this restricted day of personal leave has been made at least three working days in advance of the proposed day or days of restricted personal leave and further provided that the Superintendent approves the application for the use of the proposed day or days of restricted personal leave. In the case of restricted personal leave used for emergencies, three working days of advanced notice shall not be required. Restricted personal leave may be taken only with the approval of the Superintendent and only for one or more of the following reasons: emergency, court appearance, other specified legal business, college graduation of a spouse or child, family business which is specified and which is not feasible during nonworking hours, religious holidays, funerals other than those for which sick leave may be used, and other reasons as approved by the Superintendent. Employees shall be paid their full salary or wages, excluding overtime, for the day of restricted personal leave which they take, provided that the procedures and regulations specified in this policy have been met. Nothing in this policy shall be construed to require that the days of unrestricted personal leave be taken annually prior to the day of restricted personal leave.

It should be further noted that if a qualified substitute cannot be found for the requested days of personal leave that the Superintendent, in order to provide needed educational programs and student support services, may cancel the requested personal leave until a qualified substitute can be found.

### Sick Leave

The Board will uniformly administer this policy to all professional, administrative and support personnel. However, the Treasurer must take precautions to ensure that the absent worker will not be paid for more sick leave than he/she has earned, or will earn in the current school year. An employee will earn 15 days of sick leave per year and may accumulate **248** days of sick leave. Proper sick leave forms must be completed and signed by the employee and supervisor before the Treasurer can make payment of sick leave to the employee.

1. Members of the employed staff shall be entitled to 15 days of sick leave, with pay, for each year he/she is under contract. Sick leave is credited at the rate of 1.25 days per month.

2. Unused sick leave may be accumulated up to a maximum of **248** days. Newly employed persons may transfer up to that number of accumulated and unused sick leave days from another public employer in this state, if the date of termination of the other employment was less than 10 years prior to employment in this District.
3. Members of the employed staff who render part-time per diem or hourly service shall be credited with sick leave for time actually worked at the same rate as full-time employees. Substitute employees shall not earn, accumulate, or use sick leave.
4. Sick leave may be used for absences necessitated by personal illness or injury, including any disabling condition caused by pregnancy, by exposure to a communicable disease, or by illness, injury, or death in the employee's immediate family, as defined herein.
5. For purposes of illness or injury, immediate family shall be defined as the employee's parent, spouse, child, or any dependent living in the employee's household.
6. For purposes of death, immediate family shall be defined as the employee's parent, spouse, child, sibling, grandparent, aunt, uncle, in-laws bearing any of these relationships, or any dependent living in the employee's household. Absences for a portion of a day up to 1/2 day shall result in a 1/2 day deduction. Absences for a portion of a day greater than 1/2 day shall result in a one-day deduction.
7. Not later than the second workday after returning to work from sick leave, the employee shall complete, sign, and submit the Board-provided absence form. No sick leave payment shall be made until the required form is submitted. Falsification of any information on the form shall constitute grounds for the termination of the employee's contract.
8. If medical attention was required, the employee shall state the name and address of the attending physician. The administration may require a signed physician's statement justifying the use of sick leave, or may make other reasonable regulations in order to carry out its duty to ensure compliance with this article and with applicable statutes.

#### Utilization of Sick Leave for Reason of Pregnancy

The Board will grant sick leave for reason of pregnancy in an amount up to 10 working days prior to delivery and 30 working days after delivery.

Additional sick leave beyond the 40 working days may be granted in cases of complications where the attending physician certifies the employee incapable of performing her duties. In the event of a question of abuse of this policy, the Board reserves the right, at Board cost, to have a second medical opinion by a physician of the Board's choosing.

In no case will the amount of sick leave granted be in excess of that accumulated by the employee.

Termination of Employment – Effective July 1, 2006

An employment is subject to Termination of Employment for any violation of this policy.

[Approval date: June 18, 2002]  
(Revised date: March 21, 2006)  
(Revised date: April 18, 2006 – Effective July 1, 2006)  
(Revision date: September 13, 2011)

**APPLICATION FOR**

**Short-Term Leave of Absence  
Board Policy GDBD-R**

An employee of the District may apply for an unpaid short-term restricted leave of absence provided that the leave is no longer than 15 days of school, nor shorter than three days of school, provided that the leave is used for emergency or other unusual purposes which could not feasibly be scheduled at a time when school was not in session, and provided that the leave is approved both by the employee's immediate supervisor (in the case of a teacher, this is the teacher's building principal) and by the Superintendent. Employees shall not receive compensation for holidays which fall during this unpaid leave of absence unless such employee is in a pay status on his/her next preceding and his/her next following scheduled workday before and after such holiday.

An employee who is approved for a short-term restricted leave of absence, may continue to participate in Board approved insurance programs provided that the employee pays the entire premium for these benefits.

I hereby apply for a Short-Term Leave of Absence to begin \_\_\_\_\_, 20 \_\_\_\_.

and to end \_\_\_\_\_, 20 \_\_\_\_\_. The purpose of this leave is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature of Applicant*

**JOINT APPROVAL REQUIRED BY:**

**DATES:**

\_\_\_\_\_  
*Principal*

\_\_\_\_\_

\_\_\_\_\_  
*Superintendent*

\_\_\_\_\_

## SUPPORT STAFF ASSAULT LEAVE

In the event that an employee of the District is absent from duty due to an assault which occurs in the course of his/her employment by the Board to the extent that the employee cannot perform his/her normal employment responsibilities for a period of more than five workdays, as is certified by a physician selected by the Superintendent, then that employee, having first filed with the Superintendent a signed statement which justifies to the satisfaction of the Superintendent the use of assault leave, shall be granted an assault leave for a period of not more than 100 workdays the exact length of which shall be determined by the Superintendent, who first shall have considered the opinions of one or more physicians with regard to the physical disability of the employee.

During the assault leave, which shall begin no earlier than the sixth workday of the physical disability, the employee shall be maintained by the Board on full pay status, less any payments the employee may receive from worker's compensation or disability insurance. As used in this policy, "full pay status" includes an employee's regular yearly or hourly salary but does not include compensation for overtime or for supplemental or extended service assignments or contracts. As used in this policy, "full pay status" includes fringe benefits such as retirement, hospitalization, life insurance and the like.

No determination by any administrator in the District acting under the authority granted to him/her or in this policy shall be subject to any grievance procedure or method of review, and all decisions of administrative officers acting under the authority granted to them in this policy are final. At the discretion of the Superintendent, the physician of the Board may, during the anticipated disability, examine the employee to determine whether the employee may be able to resume work more quickly than initially anticipated.

As used in this policy, the course of employment by the Board of the District includes only those times when the employee is actually performing services for which the Board compensates him/her, and excludes travel to and from work and free lunch periods.

To be entitled to assault leave, a physician selected by the Superintendent to examine an employee of the Board who claims to be entitled to use assault leave shall certify to the Superintendent the nature of the physical disability and its likely duration, that this disability renders the employee physically unable to perform his/her normal work duties, and that the physician is licensed to practice medicine in the state of Ohio.

Falsification of either a signed statement by the employee or physician's certificate is grounds for suspension or termination of employment under the Ohio Revised Code.



Assault leave granted under rules adopted by the Board of the District pursuant to the Ohio Revised Code shall not be charged against sick leave earned or earnable under the Ohio Revised Code or leave granted under rules adopted by the Board of the District pursuant to the Ohio Revised Code. Under this policy, no assault leave shall be granted to any employee absent from duty if medical attention is not required for that assault, if the assault does not result in a physical disability which renders impossible the performance of the employee's normal work duties for a duration of longer than five workdays, if the employee does not file with the Superintendent the required statement which is subsequently approved by the Superintendent, or if the physician's certificate as herein specified is not filed with the Superintendent. The Superintendent shall file with the State Board of Education a copy of this policy.

[Adoption date: June 18, 2002]

LEGAL REFS.: ORC 3319.08; 3319.081; 3319.141

## SUPPORT STAFF VACATIONS AND HOLIDAYS

### Vacations

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

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

### Holidays

The following holidays have been established by law as paid holidays: ½ Day New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, ½ Day Christmas Eve, 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 holidays 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: June 18, 2002]  
(Revision date: August 20, 2013)

LEGAL REFS.: ORC 1.14  
3319.084; 3319.086; 3319.087

## SUPPORT STAFF VACATIONS AND HOLIDAYS

1. All full-time employees shall receive an annual vacation with pay as follows:
  - A. New employees who are hired by February 1 of any year will be entitled to one week vacation.
  - B. Those employees hired by February 1 shall receive two weeks vacation starting July 1 of second year and each full year thereafter.
  - C. Employees hired after February 1 shall receive one week vacation July 1 of that year and two weeks each year after.
  - D. After 10 years of qualifying for vacation, personnel will be entitled to three weeks vacation.
  - E. After 20 years of qualifying for vacation, personnel will be entitled to four weeks vacation.
2. All vacations shall be taken during the summer months except for employees granted special permission from the Superintendent or Board. All vacations will be scheduled in advance with the Superintendent.
3. Upon separation from employment, a nonteaching school employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued but unused vacation to his/her credit at the time of separation. Unused vacation leave is forfeited if the employee terminates employment without notice.
4. Vacations should be applied for two weeks in advance and must be approved by the Superintendent.
5. Unused vacation may be carried forward until no later than December 31 directly following the year in which vacation was accrued.
6. For those employees who are entitled to four weeks vacation during a school year, the right to be paid in cash at the employee's regular hourly rate for the school year when the vacation may be used for up to five (5) days of accrued but unused vacation. In order to receive the benefit of these options, the employee must notify the Superintendent in writing by no later than July 1 of each school year of the employee's election under this policy.

If no notification is made, any unused vacation days will carry forward until December 31.

[Adoption date: June 18, 2002]

(Revision date: June 24, 2002)

(Revision date: May 19, 2009)

(Revision date: November 20, 2012)

Selected Sample Policy

OHIO POLICY REFERENCE MANUAL©

## SUPPORT 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 support 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 support staff members upon the recommendation of the Superintendent or as determined by the negotiated agreement.

### Rehiring of Retirees

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

[Adoption date: June 18, 2002]

(Revision date: October 21, 2003; December 16, 2003)

(Revision date: April 15, 2014)

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  
3319.031; 3319.04; 3319.081 et seq.; 3319.39  
3327.10  
4141.29  
OAC 3301-35-05; 3301-35-06  
3309-1-61

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

CONTRACT REF.: Support Staff Negotiated Agreement

## PART-TIME, TEMPORARY AND SUBSTITUTE SUPPORT STAFF EMPLOYMENT

Part-time, temporary and substitute support 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 support 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: June 18, 2002]  
(Revision date: October 21, 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 Sex  
ACB, Nondiscrimination on the Basis of Disability  
GBA, Equal Opportunity Employment  
GBQ, Criminal Record Check

## PART TIME SUPPORT PERSONNEL

### DEFINITION OF PART TIME NON-CERTIFIED EMPLOYEE

A part time non-certified employee is one who works less than 1300 hours per year or less than 25 hours per week for 52 weeks.

Part time non-certified employees are not entitled to any Board paid health and dental insurance benefits nor may such employees purchase any health and dental insurance benefits even at their own expense. However if a part-time employee becomes eligible under the Affordable Care Act (ACA), then medical insurance coverage meeting the minimum requirements of the ACA will be offered.

Part time non-certified employees will receive sick leave as per ORC 3319.41.1 and will receive three restricted personal leave days per year. In addition the Lucas Board of Education will provide a \$25,000 life insurance policy on all part time support personnel.

For a part-time employee to be eligible for full-time status, they must work a consistent schedule of 25 hours per week or more for a period of six consecutive weeks to meet the requirements of a full-time employee.

[Approval date: June 24, 2002]  
(Revision date: March 21, 2006)  
(Revision date: September 11, 2012)  
(Revision date: August 18, 2015)

## SUPPORT STAFF ORIENTATION

Administrators of the District are responsible for the orientation of new support 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: June 18, 2002]

## SUPPORT STAFF PROBATION

All new support staff employees (full or part-time) shall be initially hired for a 90-day (calendar) probationary period. A regular contract will be issued upon evidence of satisfactory employment during this period.

The new support staff employee will be eligible starting their first day of hire for any benefits a regular contracted employee in their position would receive.

[Adoption date: June 18, 2002]

LEGAL REF.: ORC 3319.081

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



## SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

The assignment and transfer of all support 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 support 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: June 18, 2002]

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

## SUPPORT STAFF TIME SCHEDULES

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

[Adoption date: June 18, 2002]

LEGAL REF.: ORC 3319.086

## SUPPORT STAFF TIME SCHEDULES

### Types of Workdays

Policy concerning the governance of employees of the District with regard to directing which classifications of employees will be required to work during each of several types of workdays.

All employees of the Board of the District will be classified in one of the following job categories:

1. Superintendent
2. Superintendent's secretary
3. Treasurer
4. assistant treasurer
5. principal/assistant principal
6. building secretary
7. cafeteria workers and assistant supervisor
8. cafeteria supervisor
9. bus driver
10. bus mechanic/transportation supervisor
11. custodian
12. maintenance supervisor
13. teachers, including librarians and counselors
14. tutors
15. teacher aides, including library aides

The following are the various types of workdays:

1. Type A - days on which there are teachers' meetings and teachers' workdays;
2. Type B - days on which there are parent conferences;
3. Type C - days on which school is closed for instructional purposes because of snow or other calamities, including energy shortages;
4. Type D - legal holidays as specified by State statute.
5. Type E - days on which school is open for instruction and other regular workdays provided for in the calendar adopted by the Board or in the contracts of employees who work during scheduled vacation and interim periods.

On Type A days, all categories of employees will work with the exception of categories 7, 8, 9, 14 and 15.

On Type B days, all employees will work except employees in categories 7, 8, 9, 14, and 15.

On Type C days, all employees will work except employees in categories 7, 8, 9, 11, 13, 14, and 15. The Superintendent at his/her discretion is authorized to require persons in categories 7, 8, 9, 11, 13, 14, and 15 to work on Type C days. Notwithstanding any of the provisions of this paragraph, no employee shall be required to work on a Type C day when all roads between his/her residence and his/her place of employment are hazardous or impassable throughout the day or when an unanticipated family or home emergency is caused by calamitous weather or failure in electric, natural gas, water, sewage disposal, fuel oil, coal, or other utility services, as determined by the Superintendent at his/her discretion. If an employee in the above categories is required to work, compensation for the hours worked will be at time and one-half.

On Type D days, no school employees will work except those employees in categories 1, 5 and 13 will work on such Type D days as required for scheduled teachers' meetings as provided for by the calendar adopted by the Board.

On Type E days, all school employees will be required to work. All employees will be paid for all days on which they work, for all days on which they are granted sick leave, personal leave or professional leave, for all legal holidays, and for all Type C days on which they work or for which they are excused as provided for in this policy. Notwithstanding any other provision in this paragraph, in the event that any Type C days are required by the Board to be made up, employees in categories 7, 8, 9, 13, 14, and 15 will render normal employment services without additional compensation because, although they have been excused from Type C days, they already receive compensation for all Type C days. Employees who are absent from work except as provided for in this policy or in other policies of the Board or by statute shall not be paid for the days on which they were absent without authorization.

[Approval date: October 21, 2003]  
(Revision date: March 15, 2005)

## SUPPORT STAFF WORK LOAD

### Duty Free Lunch Period

This policy, which will be effective immediately upon its adoption and which will supersede and replace all policies heretofore adopted by the Board, if any, which are in conflict with it, intends to govern a duty-free lunch period for support staff employees. This policy applies only to support staff employees who work on any day on which school is scheduled or on which there is in effect a school vacation for at least five hours, exclusive of their lunch period and whose workday, including a one-half hour lunch period, is composed of at least five and one-half consecutive hours. As provided by the Ohio Revised Code, such employees shall be entitled to a duty-free lunch period of at least one-half hour duration. For pay purposes, support staff employees including educational aides who are paid on an hourly basis shall be considered working during this duty-free lunch period for one-half hour. A support staff employee for the purpose of this policy is an employee including an educational aide who is not required to hold a teaching certificate under the Ohio Revised Code. During this duty free lunch period all employees shall be on call to resume work in the event of unusual or hazardous circumstances as determined by school administrative officials.

[Adoption date: June 18, 2002]

LEGAL REFS.: ORC 3319.111; 3319.22

## SUPPORT STAFF EXTRA DUTY

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

[Adoption date: June 18, 2002]

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

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

## SUPPORT STAFF DEVELOPMENT OPPORTUNITIES

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

All support 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 support 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: June 18, 2002]

LEGAL REF.: OAC 3301-35-03

## EVALUATION OF SUPPORT STAFF

Regular evaluation of all support 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 support staff. The program includes written evaluations and a means of making the results known to the evaluated employee.

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

[Adoption date: June 18, 2002]

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



## EVALUATION OF SUPPORT STAFF

1. All support staff members will be evaluated annually by their immediate supervisors.
2. Evaluations will be completed at the end of the first 90 days of employment for new employees, and by April 1 of each year for all other support personnel. This may be the second evaluation of the year for first-year employees. The evaluation program for nonprobationary employees will consist of a mid-year conference and a final year conference before the end of March.
3. The supervisor will assess the employee on the basis of work performance and abilities. Evaluation forms will be completed in duplicate, with an additional narrative report if necessary. The supervisor will also submit his/her recommendation regarding continued employment of the employee.
4. After completing the evaluation form, the supervisor will conduct a conference to discuss with the employee:
  - A. the reasons for the performance evaluation and
  - B. the areas where work performance should be improved.
5. The supervisor and the employee will sign the evaluation form at the close of the conference.
6. One copy of the complete evaluation form will be included in the employee's personnel file and one copy will be given to the employee. The employee will have access to the evaluation reports in his/her personnel file.

(Approval date: June 18, 2002)

## REDUCTION IN SUPPORT STAFF WORKFORCE

Whenever it becomes necessary to reduce the support staff because of financial reasons, job abolishment, management reorganization, lack of work or in the interest of economy, the procedures set forth in State law will govern the rights of employees affected by the reduction.

[Adoption date: June 18, 2002]  
(Revision date: November 22, 2005)

LEGAL REFS.: ORC 124.32; 124,321  
3319.172  
4141.29

## RESIGNATION OF SUPPORT STAFF MEMBERS

Any support staff member may terminate his/her contract of employment with the District by filing a written notice with the Treasurer 14 days prior to the effective date of termination.

[Adoption date: June 18, 2002]

LEGAL REF.: ORC 3319.081

## SEVERANCE PAY

### Severance Pay For All Full-Time Employees

This policy, to be effective immediately upon adoption by the Board, intends to govern the payment of severance pay to employees of the District upon their retirement. It supersedes and replaces any and all policies on this subject which heretofore may have been adopted by the Board of the District.

When a full-time employee who has not previously retired and who has been employed by the Board for a minimum of 10 years retires, as evidenced by a check or warrant indicating the commencement by and between that employee and the State Teachers Retirement System or the School Employees Retirement System of a retirement annuity or pension, then the Board will grant that employee severance pay, calculated in the manner which follows.

For any employee who retires, as indicated above, the amount of the severance pay shall be calculated by a prescribed formula based upon the employee's unused sick leave and daily rate of pay at the time of retirement. This amount shall be in accordance with the amount stated in the teachers' negotiated agreement.

This policy shall apply to full-time employees who have been employed by the Board for a minimum of 10 years, including the Treasurer of the Board. The exception to this policy is employees who have retired through STRS or SERS and are employed by the Board. These employees are not eligible for severance pay from the Board. Part-time employees of the District shall not be entitled to severance pay. A full-time employee of the District, for the purpose of this policy, is one who customarily is employed for at least 40 hours per week, including all full-time professional personnel. For the purposes of this policy, a year as an employee in the District is a period of service of at least 120 days of work at eight or more hours of work per day, including service as a full-time teacher or other professional employee during the period beginning on the first day of September and ending on the next succeeding 31<sup>st</sup> day of August.

### Retirement Exit Bonus – Part-Time Employees

This policy is effective immediately upon adoption by the Board, and intends to govern payment of a "one time" exit bonus to part-time employees of the District upon their retirement. This language supersedes and replaces any and all policies on this subject which heretofore may have been adopted by the Board of the District.

This policy applies only to part-time employees who have not previously retired from STRS or SERS. These employees are not eligible for this exit bonus.

Part-time employees who have worked a minimum of 10 consecutive years with the District and retire, as evidenced by a check or warrant indicating the commencement by and between that employee and the State Teachers' Retirement System or the School Employees Retirement System of a retirement annuity or pension, then the Board will grant that employee a "one time" exit bonus calculated in the manner which follows.

For any part-time employee who retires, as indicated above, the amount of the exit bonus shall be calculated by a prescribed formula upon the employee's unused sick leave and average scheduled daily rate of pay at the time of retirement. For the purposes of this policy, a year as an employee in the District is a period of service of at least 120 days of work beginning on the 1<sup>st</sup> day of July and ending on the next succeeding 30<sup>th</sup> day of June.

For those part-time employees who meet the above requirements, the exit bonus will be calculated on a formula of 1/4 of their sick leave to a maximum 30 days. (i.e., 1/4 X 102 days of accumulated sick leave = 30 days of exit bonus). For those part-time employees who accrue sick leave beyond 120 days, the following additional formula will apply:

| If the accumulated sick leave of the employee reaches: | Exit Bonus shall be increased by: | Total Days |
|--|-----------------------------------|------------|
| 130 days   | 1 additional day                  | 31 days    |
| 140 days   | 2 additional days                 | 32 days    |
| 150 days   | 3 additional days                 | 33 days    |
| 160 days   | 4 additional days                 | 34 days    |
| 170 days   | 5 additional days                 | 35 days    |
| 180 days   | 6 additional days                 | 36 days    |
| 190 days   | 7 additional days                 | 37 days    |
| 200 days   | 8 additional days                 | 38 days    |
| 210 days   | 9 additional days                 | 39 days    |
| 220 days   | 10 additional days                | 40 days    |

The 40 days Exit Bonus for part-time employees, indicated in the above example, shall be the maximum that can be earned by any employee.

[Adoption date: June 18, 2002]

## SUSPENSION, DEMOTION AND TERMINATION OF SUPPORT STAFF MEMBERS

The employment of support 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: June 18, 2002]

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