

## SECTION G: PERSONNEL

---

GA*	Personnel Policies Goals
GAA	Personnel Policies Priority Objectives
GB	General Personnel Policies
GBA*	Equal Opportunity Employment
GBB*	Staff Involvement in Decision Making (Also ABB)
GBC*	Staff Ethics
GBCA*	Staff Conflict of Interest
GBCB*	Staff Conduct
GBCC	Staff Dress and Grooming
GBD*	Board-Staff Communications (Also BG)
GBE*	Staff Health and Safety
GBEA	HIV/AIDS (Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome) (Also JHCCA)
GBEB	Chemical Dependency
GBF	Staff Participation in Community Activities (Also KE)
GBG*	Staff Participation in Political Activities
GBH*	Staff-Student Relations (Also JM)
GBI*	Staff Gifts and Solicitations
GBJ	Staff Funds Management
GBK*	No Tobacco Use on District Property by Staff Members
GBL*	Personnel Records
GBM	Staff Complaints and Grievances
GBN*	Extended Group Health Coverage
GBO	Verification of Employment Eligibility
GBP*	Drug-Free Workplace
GBQ*	Criminal Records Check
GBR*	Family and Medical Leave
GBS*	Health Insurance Portability and Accountability (HIPAA)
GC	Certificated Staff
GCA*	Certificated Staff Positions
GCB*	Certificated Staff Contracts and Compensation Plans
GCBA	Certificated Staff Salary Schedules
GCBAA	Certificated Staff Merit System
GCBB*	Certificated Staff Supplemental Contracts
GCBC*	Staff Fringe Benefits
GCBD*	Certificated Staff Leaves and Absences
GCBDA	Certificated Staff Assault Leave
GCBE*	Certificated Staff Vacations and Holidays

SECTION G: PERSONNEL  
(Continued)

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

SECTION G: PERSONNEL  
(Continued)

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

\*denotes areas covered by Sandusky Board policy

## PERSONNEL POLICIES GOALS

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

The goals of the personnel program include:

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

[Adoption date: November 19, 2001]

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

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

## EQUAL OPPORTUNITY EMPLOYMENT

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

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

[Adoption date: November 19, 2001]

[Re-adoption date: November 17, 2008]

[Re-adoption date: August 15, 2011]

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

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

## STAFF INVOLVEMENT IN DECISION MAKING

The District involves the efforts of many people and functions best when all personnel are informed of the major activities and concerns.

There should be an exchange of ideas and pertinent information among all elements of a school district. Problems and unfavorable attitudes develop when employees are denied information essential for the performance of their respective assignments or when they feel that their ideas and concerns are not heard. Morale is enhanced when employees are assured that their voices are heard by those in positions of administrative authority.

A pattern of decision making and problem solving close to the task also contributes to efficiency and high morale.

The Board and the District administrators shall arrange to involve the staff as major decisions are made and shall establish channels for hearing the viewpoints of individual employees and employee groups.

While all employees have the opportunity to bring their ideas or grievances to the Board, it is expected that they proceed through the recognized administrative channels. Final authority for all decisions rests with the Board.

[Adoption date: November 19, 2001]

LEGAL REF.: OAC 3301-35-03

CROSS REFS.: 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  
IF, Curriculum Development

CONTRACT REF.: Teachers' Negotiated Agreement

## STAFF ETHICS

The District believes there are certain commonly held values such as honesty, truthfulness, respect for property, the racial, cultural and ethnic diversity of others and democratic ideals, all of which shall be supported by the words and deeds of all employees and official representatives of the District, including members of the Board.

Staff members are encouraged to model and promote these values and, in turn, to endorse and reinforce student actions and student behavior which exemplifies each.

### Six Pillars of Character

1. trustworthiness
2. respect
3. responsibility
4. fairness
5. caring
6. citizenship

[Adoption date: November 19, 2001]

LEGAL REF.: ORC 3313.602

CROSS REFS.: Teachers Code of Ethics  
Administrators Code of Ethics

## STAFF CONFLICT OF INTEREST

Employees shall not engage in, nor have a financial interest in, any activity that 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: November 19, 2001]

[Re-adoption date: January 12, 2009]

LEGAL REFS.: ORC 2921.42  
3313.811  
3319.21  
3329.10  
4117.20

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



## STAFF CONDUCT

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

The Board expects staff members to conduct themselves in a manner which not only reflects credit 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: November 19, 2001]

[Re-adoption date: January 11, 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

## BOARD-STAFF COMMUNICATIONS

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

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

Board members must recognize that their presence in school buildings could be subject to a variety of interpretations by school employees. If a visit to a school or classroom is being made for other than general interest (i.e., for a specific or official purpose), Board members shall inform the Superintendent of such visit and make arrangements for visitations through the principals of the various schools. Board members will indicate to the principal the reason(s) for the visit. Official visits by Board members are carried out only under Board authorization.

[Adoption date: November 19, 2001]

LEGAL REF.: ORC 3313.20

STAFF HEALTH AND SAFETY  
(And Physical Examination Requirements)

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.

Prior to employment, all applicants for custodial, food service, maintenance, transportation and supply classified staff positions are required to submit a statement of employability from a licensed physician relative to the performance of the essential functions and activities involved in the position for which the applicant is being hired. The required physical examination shall include such tests as found desirable for all employees or classifications of employees by the school physician.

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

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

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

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

Workers' Compensation

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

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

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

[Adoption date: November 19, 2001]

[Re-adoption date: May 16, 2005]

[Re-adoption date: August 15, 2011]

[Re-adoption date: October 10, 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.  
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.  
ORC 3313.643; 3313.71; 3313.711  
3327.10  
4113.23  
4123.01 et seq.  
4123.35  
4123.54

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

## STAFF HEALTH AND SAFETY

### Workers' Compensation Benefits Eligibility – Chemical Testing

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

### Testing Procedures

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

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

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

### Legal Protections

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

### Confidentiality

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

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

(Approval date: November 19, 2001)

(Re-approval date: May 16, 2005)

(Re-approval date: October 10, 2016)

## STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

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

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

[Adoption date: November 19, 2001]

LEGAL REFS.: Intergovernmental Personnel Act, § 4728  
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 to any person not authorized to receive such information, other than directory information that has been approved by an administrator. 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 (as noted)

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: November 19, 2001]

[Re-adoption date: January 11, 2010]

[Re-adoption date: May 16, 2011]

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 REFS.: Teachers' Negotiated Agreement  
Classified Staff Negotiated Agreement

## STAFF GIFTS AND SOLICITATIONS

### Gifts

The Board authorizes the expenditure of public funds to purchase meals, refreshments and 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.

The above statement of policy is not intended to interfere with any welfare or flower fund. Neither is it intended to preclude appropriate recognition on special occasions, such as retirement or departure from service in Sandusky. In all other instances, words of appreciation or letters of warm and friendly greeting are encouraged as more desirable than gifts.

### 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 or designee 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: November 19, 2001]

LEGAL REFS.: ORC 117.10  
3313.81; 3313.811  
3315.15  
3329.10

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

## NO TOBACCO USE ON DISTRICT PROPERTY BY STAFF MEMBERS

The Board has a duty to protect and promote the health and well-being of all students and staff. The Board is acutely aware of the serious health risks associated with the use of tobacco products, both to users and nonusers, and that most tobacco use begins by the age of 18. The Board recognizes that staff and school visitors serve as role models to students and, therefore, adopts this 100% tobacco-free District policy to endorse a healthy lifestyle and prevent tobacco use.

For the purpose of this policy, “tobacco” is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, and spit tobacco, also known as smokeless, dip, chew and snuff, in any form.

For the purpose of this policy, electronic cigarettes are considered “tobacco.”

### Tobacco Use Prohibited

No staff member or volunteer is permitted to smoke, inhale, dip or chew tobacco at any time, including non-school hours:

1. in any building, facility or vehicle owned, leased, rented or chartered by the District or
2. on school grounds, athletic facilities or parking lots.

No staff member or volunteer is permitted to smoke, inhale, dip or chew tobacco at any time, including non-school hours, at any school-sponsored event off campus.

### Tobacco Advertisements and Promotions

Tobacco advertising is prohibited on school grounds, in all school-sponsored publications and at all school-sponsored events. Tobacco promotional items that promote the use of tobacco products, including clothing, bags, lighters and other personal articles, are not permitted on school grounds, in school vehicles or at school-sponsored events.

### Providing Notice to Staff

“No Tobacco” signs will be posted throughout the District at entrances and other appropriate locations in all academic buildings, administrative spaces and athletic fields. District staff will be provided notice of this policy through staff handbooks. District vehicles will display the international “No Smoking” insignia.

[Adoption date: November 19, 2001]

[Re-adoption date: January 12, 2009]

[Re-adoption date: April 14, 2014]

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

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

## PERSONNEL RECORDS

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

1. Personnel files contain records and information relative to compensation, payroll deductions, evaluations and such information as may be required by State or Federal law or considered pertinent by the Superintendent. Anonymous material or material from an unidentified source are not placed in a staff member's file.
2. A personnel file for each employee is accurately maintained in the District office in accordance with administrative regulations incorporating the requirements set forth under the Ohio Privacy Act for the protection of employees. Employees will be notified whenever personal information concerning them is placed in their file.
3. State law requires that all public records be promptly prepared and made available for inspection to any member of the general public at all reasonable times during regular business hours. Upon request, the person directly responsible for personnel records is required to make copies available at cost, within a reasonable period of time.
4. The public has access to all records in the personnel file with the following exceptions:
  - A. medical records;
  - B. records pertaining to adoption, probation or parole proceedings;
  - C. trial preparation records;
  - D. confidential law enforcement investigatory records;
  - E. Social Security number and
  - F. records of which the release is prohibited by State or Federal law.

Additional exceptions are listed in Ohio Revised Code Section 149.43.

5. The District is required to keep reports of investigations of employee misconduct in the employee's personnel file, unless the State Superintendent of Public Instruction or his/her designee determines that the report does not warrant taking action against the employee. If the State Superintendent of Public Instruction or his/her designee determines no action is warranted, the investigation report must be moved from the employee's personnel file to a separate public file.

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

[Adoption date: November 19, 2001]

[Re-adoption date: January 12, 2009]

[Re-adoption date: August 15, 2011]

[Re-adoption date: November 4, 2013]

[Re-adoption date: October 10, 2016]

LEGAL REFS.: Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.

ORC 9.01; 9.35

111.41; 111.42; 111.43; 111.46; 111.47; 111.99

149.011; 149.41; 149.43

1347.01 et seq.

3317.061

3319.311; 3319.314

4113.23

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

CONTRACT REFS.: Teachers' Negotiated Agreement  
Classified Staff 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 that 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 that 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 that 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: April 14, 2014]

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

## DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

[Adoption date: November 19, 2001]

[Re-adoption date: June 30, 2003]

[Re-adoption date: May 16, 2005]

[Re-adoption date: June 6, 2005]

[Re-adoption date: October 10, 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 REFS.: EB, Safety Program  
EEACD, Drug Testing for District Personnel Required to Hold a  
Commercial Driver's License  
GBCB, Staff Conduct  
GBE, Staff Health and Safety  
GBQ, Criminal Records Check  
Staff Handbooks

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

## DRUG-FREE WORKPLACE

The Board will maintain a drug-free workplace in full compliance with all applicable Federal, State and local laws.

The following regulations apply:

1. No employee of the District while on school premises or as part of any of his/her workplace activities shall unlawfully possess, use or distribute illicit drugs, controlled substances or alcohol.
2. This policy regulation does not replace the requirements to report child endangering (ORC 2151.421) and any employee who admits to, pleads guilty to or is convicted of child endangering acts or sale or dispensing drugs or alcohol to minors shall be exempt from this article and shall waive rights under all applicable articles of the negotiated agreement, enabling personnel action to be taken within the limits of the law.
3. “Workplace” is defined to mean the site for the performance of work done in connection with employment. The workplace includes any school building, school property, school-owned vehicles or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the District.
4. Any employee who admits to, pleads guilty or is convicted in any court of law for a first alcohol or drug abuse offense which is a misdemeanor and which involves use in the workplace shall be referred to and satisfactorily complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee’s expense, except as may be covered by applicable group health plan terms, sick leave policies and other leaves of absence policies. The employee shall not return to his/her employment assignment and shall waive all rights under all applicable articles of the negotiated agreement, should the employee fail to comply with the provisions of this section.

5. Any employee who admits to, pleads guilty or is convicted in any court of law for a second alcohol or drug abuse offense which is a misdemeanor and which involves use in the workplace shall be suspended for one to five days unpaid and shall be referred to and satisfactorily complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee's expense, except as may be covered by applicable group health plan terms, sick leave policies and other leaves of absence policies. The employee shall not return to his/her employment assignment and shall waive all rights under all applicable articles of the negotiated agreement, should the employee fail to comply with the provisions of this section.
6. Any employee who admits to, pleads guilty or is convicted in any court of law for a third alcohol or drug abuse offense which is a misdemeanor and which involves use in the workplace shall waive all rights under all applicable articles of the negotiated agreement and the Board will act upon the Superintendent's personnel action recommendation which will comply with all laws governing such personnel action by the Board.
7. Any employee who pleads guilty or is convicted in any court of law for an alcohol or drug abuse offense which is a felony or a misdemeanor resulting in withdrawal of proper certification shall waive all rights under all applicable articles of the negotiated agreement and the Board shall take such personnel action it deems necessary within the limits of the law.
8. Employees convicted of violating any Federal, State or local criminal drug/alcohol statute, where the violation occurred within the "workplace" definition of Section 3, must report the conviction to the Superintendent within five working days of the conviction.
9. Alcohol and Other Drug Awareness Program

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

- A. All employees will be provided with a copy of this policy.
- B. The Superintendent or his/her designee will maintain information on community resources and employee benefits available to employees for assistance in dealing with chemical dependency problems.

- C. Every year there will be available, for each employee, at least one educational/learning opportunity addressing the physical, mental and emotional dangers of alcohol and other drug abuse, as well as rehabilitation assistance resources available to employees. (Such educational opportunities may include: in-service programs, print materials, discussions or presentations at employee meetings or other seminars.)
- D. The District's publications, especially those distributed among employees, will from time to time contain articles on the dangers of substance abuse and rehabilitation.

10. Confidentiality

Information provided to administrative personnel as to any problem related to alcohol and other drug abuse or chemical dependency shall be considered part of the employee's medical record and shall be confidential. Except as may be required by law, no person may discuss or otherwise divulge any information concerning such matters.

(Approval date: November 19, 2001)



DRUG-FREE WORKPLACE  
Employee Drug Testing

Testing Procedures:

Collection of all tests shall be accomplished at a site determined by the Superintendent or designee. All collection and chain-of-custody procedures will follow guidelines certified by the DHHS (U.S. Department of Health Services) and required by the DOT (U.S. Department of Transportation).

Type of Tests:

The form of testing will be urinalysis (EMIT screen, also referred to as drug screen, plus GC/MS confirmation.) All results will be reviewed by a Medical Review Officer.

Drugs Tested / Cut-Off Levels:

The cut-off levels on the EMIT screen and GC/MS confirmation will be those established by the DFWP of the Ohio Bureau of Worker's Compensation (BWC) which match the levels required by DOT. A cut-off level is defined as the pre-determined level of drug/metabolite that constitutes whether a tested urine specimen is negative or positive. Cut-off levels are used to establish that a prospective employee has one or more of the drugs in his/her system and therefore, should be considered as having had a positive test. The purpose of identifying cut-off levels (as opposed to saying that any amount of drug / metabolite in the system constitutes a positive test) is to safeguard against a false positive test. In other words, someone who passively inhales marijuana smoke or eats a poppy seed roll (remembering that heroin is a derivative of the poppy plant) will not test positive if appropriate cut-off levels are used. Cut-off levels are measured in nanograms (one billionth of a gram) per milliliter of urine.

An initial test is first used to verify the presence of the drug in the individual's system. The confirmatory test, which is 100,000 times more powerful, measures the genetic "fingerprint" of the specific drug and is 100% accurate. Based on the chart that follows, a Gas Chromatography/Mass Spectrometry (GC/MS) confirmatory test indicating 600Ng/ml of amphetamines in a urine specimen would constitute a positive test. Cut-off levels offer protection to both prospective employees and the Board. Tests will be conducted for the following drugs:

Recommended Cut-Off Levels

(Ng/ml)	<u>Drug</u>	<u>EMIT Screen (Ng/ml)</u>	<u>GC/MS Confirmation</u>
	Amphetamines	1,000	500
	Barbiturates	300	200
	Cannabinoids	50	15
	Cocaine (including crack)	300	150
	Opiates	2,000	2,000
	Phencyclidine (PCP)	25	25
	Benzodiazepines (Valium, Librium, etc.)	300	300
	Methadone	300	300
	Propoxyphene (Darvon)	300	300

Pre-employment Testing:

All applicants must pass a urine drug test prior to employment. Transportation to the testing site will be the responsibility of the job applicant. The Board of Education will decline to offer employment to any applicant with a verified positive drug test. Such applicant may not reapply for a period of six (6) months.

Prospective Employee's Rights Related to an Initial Positive Test Result:

In the event that a prospective employee tests positive for any drugs as prohibited in this policy, the prospective employee will be given an opportunity to explain the findings to the Medical Review Officer (MRO) prior to the issuance of a report of a positive test result to the Board of Education.

Accordingly, upon receipt of a confirmed positive finding, the MRO shall contact, or attempt to contact the prospective employee by telephone or in person. If contact is made by the MRO, the MRO shall inform the prospective employee of the positive findings and give the prospective employee an opportunity to rebut or explain the findings.

The MRO can request information on recent medical history and on medication taken within the last thirty (30) days by the prospective employee. In the event that the MRO finds support in the explanation offered by the prospective employee, he/she may be asked to provide documentary evidence to support his/her position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.) A failure on the part of the prospective employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation. A medical disqualification of the prospective employee will result.

If the prospective employee fails to contact the MRO within five (5) days of having been instructed to do so, the MRO will issue a positive report to the Superintendent. Since no contact with the prospective employee was possible, no medical explanation can be provided, and the prospective employee shall forego the right to offer a defense to the positive test findings. A medical disqualification shall result, subject to re-test provisions set forth in the MRO's report.

Split Specimen:

A prospective employee wishing to request a re-test must do so within three (3) days of learning that the first test was positive. Prospective employees will be required to pay for the cost of the re-test before the specimen is shipped to a different DHHS-Certified Laboratory than the one that analyzed the first specimen. The Medical Review Officer shall determine to which Lab the split specimen will be sent. If the result comes back negative, the Board will reimburse the prospective employee for the cost of the test that he/she paid prior to the test. The same paperwork and procedure protections used for the first test will be utilized for the split specimen. The Laboratory that collects the initial screen is responsible to split the specimen.

Reporting of Results:

All test results will be reported to the MRO prior to the results being issued to the Superintendent. The MRO will receive from the DHHS-testing laboratory a detailed report of the findings of the specimen. Each drug tested for will be listed along with the results of the testing. The Superintendent will receive a summary report, and this report will indicate that the prospective employee passed or failed the drug test.

All of the above procedures are intended to be consistent with the most current guidelines for the Medical Review Officer (MRO) that are published by the Federal Department of Health and Human Services.

Confidentiality:

All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

The program will be in compliance with all federal, state and local laws or regulations.

Law enforcement authorities may be contacted and requested to come onto the Board's premises, when appropriate, in conjunction with a referral for criminal prosecution.

When a test is required, the specimen will be identified by a code number, not by name to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

The handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

The Board of Education will bear the cost of testing procedures.

Drug Testing for Administrative Reassignments:

In addition to drug testing for prospective employees, it shall be a requirement for an administrator seeking to voluntarily change administrative assignments, or a teacher applying for an administrative position, to undergo drug testing pursuant to this policy, and to pass the test prior to receiving the new assignment. This requirement shall not apply to an involuntary change of administrative assignment.

(Approval date: June 6, 2005)

## CRIMINAL RECORDS CHECK

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

The Board may employ persons on the condition that the candidate submit to and pass a BCI criminal records check in accordance with State law. Any person conditionally hired who fails to pass a BCI criminal records check is released from employment. Applicants are given a separate written statement informing them that the Board uses a criminal records check as part of the initial hiring process and at various times during the employment career. This notice must be on a separate document that only contains this notice. The applicant's written authorization to obtain the criminal records check will be obtained prior to obtaining the criminal records 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 records check, the applicant or employee is given a written pre-adverse action disclosure statement that includes a copy of the criminal records check and the Federal Trade Commission's notice titled "A Summary of Your Rights Under the Fair Credit Reporting Act."

After taking an adverse action, the applicant or employee is given a written adverse action notice that includes the name, address and telephone number of the BCI, a statement that the BCI did not make the decision to take the adverse action and cannot give specific reasons for it, the individual's right to dispute the accuracy or completeness of any information furnished by the BCI and the individual's right to an additional free criminal records check from the BCI upon request within 60 days.

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

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

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

Volunteers

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

Contractors

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

[Adoption date: November 19, 2001]

[Re-adoption date: April 10, 2006]

[Re-adoption date: April 23, 2007]

[Re-adoption date: June 2, 2008]

[Re-adoption date: January 12, 2009]

[Re-adoption date: November 4, 2013]

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

ORC 109.57; 109.572; 109.575; 109.576

2953.32

3301.074

3314.19; 3314.41

3319.088; 3319.089; 3319.22; 3319.222; 3319.29; 3319.291

3319.303; 3319.311; 3319.313; 3319.315; 3319.39;

3319.391; 3319.392

3327.10

OAC 3301-83-06

CROSS REFS.: EEAC, School Bus Safety Program

GBL, Personnel Records

GCBB, Certificated Staff Supplemental Contracts

GCD, Certificated Staff Hiring

GCPD, Suspension and Termination of Certificated Staff Members

GDBB, Classified Staff Pupil Activity Contracts

GDD, Classified Staff Hiring

GDPD, Suspension and Termination of Classified Staff Members

IIC, Community Instructional Resources (Also KF)

ICC, School Volunteers

KBA, Public’s Right to Know

LEA, Student Teaching and Internships

## FAMILY AND MEDICAL LEAVE

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

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

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

[Adoption date: May 16, 2005]

[Re-adoption date: December 7, 2009]

[Re-adoption date: June 30, 2010]

[Re-adoption date: November 4, 2013]

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

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

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

## FAMILY AND MEDICAL LEAVE

### Eligibility

An employee who has worked for the District for at least 12 months and who has worked at least 1,250 hours in the 12 months preceding the beginning of the leave is eligible for leave under the Family and Medical Leave Act (FMLA). The 12 months an employee must have been employed by the District do not need to be consecutive months. The 1,250 hours of service do not include vacation leave, sick leave, holidays or other paid leaves of absences. However, an employee returning from fulfilling his/her Uniformed Services Employment and Reemployment Rights Act (USERRA) covered service obligation shall be credited with the hours of service that would have been performed but for the period of military service in determining whether the employee worked the 1,250 hours of service.

### 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 work weeks 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 service member 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 service member 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 or parent with a serious health condition. An employee may not take FMLA leave to care for a parent-in-law;
4. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job;
5. to respond to a "qualifying exigency" that arises because a spouse, child or parent is a military member on covered active duty or;



6. to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the covered service member.

The District will designate leave as FMLA qualifying leave whenever it becomes aware of an FMLA qualifying event.

The District requires eligible employees to use any accrued and unused paid sick leave concurrently with unpaid FMLA leave. An eligible employee may elect to use any accrued and unused paid vacation or personal leave concurrently with unpaid FMLA leave, subject to the District's policies governing such 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 a husband and wife eligible for leave are both employed by the District, the husband or wife is entitled to the full amount of FMLA leave even if their spouse has already exhausted leave for a qualifying event.

#### Intermittent and Reduced Leave

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason.

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 son or daughter with a serious health condition; 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.

If the employee needs intermittent leave or leave on a reduced schedule that is foreseeable, the Superintendent may require the employee to temporarily transfer during the period that the intermittent or reduced leave schedule is required to an available position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

If an eligible instructional employee (i.e., those whose principal function is to teach and instruct students in a class, a small group or an individual setting) needs intermittent leave or leave on a reduced leave schedule due to foreseeable medical treatments, and 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 District may require the employee either to:

1. take leave for a period or periods of a particular duration, not greater than the duration of 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.

### Benefits

The Board maintains the employee's health coverage under the group health insurance plan during the period of FMLA leave on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. 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.

An employee is not entitled to accrue any additional benefits or seniority during unpaid FMLA leave. Benefits accrued at the time leave began (e.g., paid vacation, sick or personal leave to the extent not substituted for unpaid FMLA leave), however, must be available to an employee upon return from leave.

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.

### Notice

When the FMLA leave is foreseeable, the employee must notify the Superintendent 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. An employee shall provide at least verbal notice sufficient to make the District aware that the employee needs FMLA-qualifying leave, and the anticipated timing and duration of the leave.

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

### Certification

The Board may require the employee to provide a complete and sufficient certification from a health care provider containing specific information 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 leave 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. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

### 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.

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.

(Approval date: December 7, 2009)

(Re-approval date: June 30, 2010)

(Re-approval date: November 4, 2013)

## 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 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.

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.

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.

Following the discovery of a breach of unsecured health information, the privacy/security officer will notify each individual whose unsecured protected health information has been, or is reasonably believed to have been accessed, acquired, used or disclosed as a result of a breach. 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: May 16, 2005]

LEGAL REFS.: Health Insurance Portability and Accountability Act; 29 USC 1181 et seq.  
45 C.F.R.  
ORC 9.01; 9.35  
149.41; 149.43  
1347.01 et seq.  
4113.23

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

## NOTICE OF PRIVACY PRACTICES

Effective Date: April 14, 2014

### YOUR INFORMATION. YOUR RIGHTS. OUR RESPONSIBILITIES.

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

If you have questions about this notice please contact the Treasurer's office.

#### Your Rights

You have the right to:

- Get a copy of your health and claims records
- Correct your health and claims records
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

#### Your Choices

You have some choices in the way that we use and share information as we:

- Answer coverage questions from your family and friends
- Provide disaster relief
- Market our services and sell your information

#### Our Uses and Disclosures

We may use and share your information as we:

- Help manage the health care treatment you receive
- Run our organization
- Pay for your health services
- Administer your health plan
- Help with public health and safety issues
- Do research



- Comply with the law
- Respond to organ and tissue donation requests and work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

## Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

### Get a copy of health and claims records

- You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

### Ask us to correct health and claims records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

### Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests, and must say “yes” if you tell us you would be in danger if we do not.

### Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, and we may say “no” if it would affect your care.

### Get a list of those with whom we've shared information

- You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

### Get a copy of this privacy notice

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

### Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

### File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page one.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).
- We will not retaliate against you for filing a complaint.

### Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information

Our Uses and Disclosures

How do we typically use or share your health information? We typically use or share your health information in the following ways.

Help manage the health care treatment you receive

We can use your health information and share it with professionals who are treating you.

Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.

Run our organization

- We can use and disclose your information to run our organization and contact you when necessary.
- We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage. This does not apply to long-term care plans.

Example: We use health information about you to develop better services for you.

Pay for your health services

We can use and disclose your health information as we pay for your health services.

Example: We share information about you with your dental plan to coordinate payment for your dental work.

### Administer your plan

We may disclose your health information to your health plan sponsor for plan administration.

Example: Your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.

### How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

### Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

### Do research

We can use or share your information for health research.

### Comply with the law

We will share information about you if State or Federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with Federal privacy law.

### Respond to organ and tissue donation requests and work with a medical examiner or funeral director

- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

### Address workers' compensation, law enforcement, and other government requests

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

### Respond to lawsuits and legal actions

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

### Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see:

[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

### Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our website, and we will mail a copy to you.

Source: U.S. Department of Health and Human Services. [www.hhs.gov](http://www.hhs.gov)

## CERTIFICATED STAFF POSITIONS

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

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

Although a position may remain temporarily unfilled 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/designee keeps all job descriptions current and presents recommended changes to the Board for approval.

[Adoption date: November 19, 2001]

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

CERTIFICATED STAFF CONTRACTS AND COMPENSATION PLANS  
(Teachers)

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

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

Teacher Contracts

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

The basic types of contracts are as follows:

1. Limited Contract

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

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

The Board may, acting on the Superintendent's written recommendation that the teacher not be re-employed, not renew a limited contract so long as evaluation procedures have been completed in compliance with law. The Board must give the teacher written notice of its intent not to reemploy on or before May 10.

2. Extended Limited Contract

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

3. Continuing Contract

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

A continuing contract may be issued to eligible teachers who:

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

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

If the Board rejects the recommendation for reemployment of the teacher, the Superintendent may recommend reemployment of the teacher under an extended limited contract for a term not to exceed two years, if continuing service status has not previously been attained elsewhere. Written notice of the Superintendent's intention to make such a recommendation must be given to the teacher with reasons directed at the professional improvement of the teacher on or before May 10. Upon subsequent reemployment of the teacher, only a continuing contract may be entered into.

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



The Board declares its intention not to reemploy the teacher by giving the teacher written notice on or before May 10. If evaluation procedures have not been completed in compliance with law or if the Board fails to give the teacher written notice of its intent not to reemploy by the aforementioned date, the teacher is reemployed under an extended limited contract for a term not to exceed one year at the same salary plus any increment provided by the salary schedule.

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

[Adoption date: November 7, 2011]

[Re-adoption date: April 13, 2015]

LEGAL REFS.: ORC 3313.53  
3317.13; 3317.14  
3319.07; 3319.08; 3319.09; 3319.10; 3319.11; 3319.111; 3319.12;  
3319.22; 3319.227; 3319.24; 3319.26

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

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFICATED STAFF CONTRACTS AND COMPENSATION PLANS  
(Administrators)

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

The Board may establish a salary schedule for its administrators, with the exception that the salary of the Superintendent and Treasurer are 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 and a written copy is given to the administrator no later than the end of the administrator's contract year as defined by his/her salary notice.

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 any Board action on the employee's contract, and a written copy of the preliminary evaluation is given to the administrator at this time.

The final evaluation includes the Superintendent's intended recommendation for the employee's contract. 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 June 1, 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 June 1 of the year in which the employment contract expires, any administrator whom the Board intends to nonrenew receives written notification of the Board's intent not to re-employ.

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

[Adoption date: November 19, 2001]

[Re-adoption date: July 13, 2015]

LEGAL REFS.: ORC 3319.01; 3319.02; 3319.111; 3319.12; 3319.225; 3319.27  
4117.01  
OAC 3301-24-11; 3301-24-12

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

CERTIFICATED STAFF CONTRACTS AND COMPENSATION PLANS  
(Administrators)

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

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

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

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

ODE may issue a professional administrative license to an individual with an alternative principal license or alternative superintendent or alternative administrative specialist license in accordance with State law.

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

(Approval date: November 19, 2001)

(Re-approval date: June 2, 2008)

(Re-approval date: October 12, 2015)

(Re-approval date: April 11, 2016)

## CERTIFICATED STAFF SUPPLEMENTAL CONTRACTS

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

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

Supplemental contracts are limited contracts. Supplemental contracts expire automatically at the end of each year, with or without Board action.

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

[Adoption date: November 19, 2001]

[Re-adoption date: October 16, 2006]

[Re-adoption date: June 2, 2008]

[Re-adoption date: January 12, 2009]

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, Certificated Staff Contracts and Compensation Plans  
GDBB, Classified Staff Pupil Activity Contracts  
IGD, Cocurricular and Extracurricular Activities  
IGDJ, Interscholastic Athletics

CONTRACT REF.: Teachers' Negotiated Agreement

## STAFF FRINGE BENEFITS

### Health/Prescription/Dental/Vision Insurance

1. The current, established and in-place self-insurance health plan of the Sandusky City Schools shall be identified as the Sandusky City Schools Health Plan (known as Health Plan). The Health Plan shall be governed by a Health Benefits Board consisting of three administrators and three members of the SNTEA and three members of the SEA. The votes of this Health Benefits Board will be equally divided between the administrators who will represent the interests of the Board, and the Association members who will represent the interests of their membership. The Health Benefits Board is empowered by the Board and associations to take such actions necessary as a Health Benefits Board to provide medical, dental, prescription drug and vision insurance to representative employees at funding levels determined by the Health Benefits Board. A vote of two-thirds of all identified Board members will be required to approve the actions of the Health Benefits Board in the interest of driving the Health Benefits Board to reach consensus.
2. The Health Benefits Board will determine additional courses of action that will be necessary to provide health benefits including competitive bidding for health insurance services and address the increased cost of employee usage of health benefits.
3. The Health Benefits Board will be responsible for maintaining a positive health insurance account balance under the agreed upon balance funding levels for each year.
4. The Health Benefits Board shall hold at least one annual open meeting for all the employees of the District to attend and ask questions about their health coverage.
5. The Health Board shall publish and maintain a Plan Document for member review at the member's request. In addition, a Summary Plan Description (SPD) shall be printed noting plan coverage levels by benefit area and distributed to members and at any time plan changes are implemented.

### Life Insurance

The Board shall provide each regular full-time administrator with a term life insurance policy equal to one times salary to the higher thousand. Administrators will have the option of purchasing additional life insurance at the administrators' expense which, if exercised, will be deducted from administrator's payrolls under guidelines established by the insurance carrier.

### Liability Insurance

The Board will provide each teacher with professional liability insurance coverage, except that teachers who carry liability insurance with OEA shall have that insurance carrier designated as the primary insurer.

### Tax-Deferred Annuities

Administrators shall have the opportunity to purchase tax-deferred annuities, subject to the rules and regulations developed by the administration and as approved by the Board.

### Professional Improvement Fund

The Board shall annually appropriate funds towards a Professional Improvement Fund which shall be used for the partial reimbursement of tuition costs incurred by administrators who take college course work. Awards from the fund shall be granted in accordance with rules and regulations approved by the Board. Administrators shall be reimbursed at the rate of \$250.00 per semester hour for course work of benefit to the District and to the administrator for course work that, in the opinion of the Superintendent, specifically aligns itself with the District's goals, activities and directions so as to result in school improvement, leadership development or use of technology by staff or students, not to exceed six semester hours. Reimbursement shall be as described above or for actual cost, whichever is less, for a maximum benefit of \$1,500.00 per year.

### State Retirement System Contributions

The Board shall designate each administrator's contribution to the State Teacher's Retirement System of Ohio or School Employee's Retirement System of Ohio as "picked up in lieu of a salary increase."

[Adoption date: June 28, 2002]

[Re-adoption date: September 7, 2004]

[Re-adoption date: March 19, 2007]

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



CERTIFICATED STAFF FRINGE BENEFITS  
(Administrators Both Certificated and Classified)

Reimbursement for Professional Improvement

The following regulations shall apply to grants from the Professional Improvement Fund:

1. Consideration will be given to all administrators of the District.
2. Administrators shall be reimbursed at the rate of \$250.00 per semester hour for course work of benefit to the District and, in the opinion of the Superintendent, specifically aligns itself with the District's goals, activities and directions so as to result in school improvement, leadership development or use of technology by staff or students, not to exceed the maximum reimbursement of \$1,500.00. Reimbursement shall be as described above or for actual cost, whichever is less.
3. Reimbursement shall be as described above or for actual cost, whichever is less; for a maximum benefit of \$1,500.00 for any one administrator in the 12-month period from September through August.
4. Payment will be made only for course work or accredited workshops satisfactorily completed and approved and only for course work for which other compensation is not provided. Payment will also be limited to that course work for which an official notice of satisfactory completion has been received in the Superintendent's office. The deadline for the filing of notice of satisfactory completion under this grant program will be November 1 of each year.
5. Application for consideration for a grant from this fund is to be made on an appropriate application form filed in the Superintendent's office prior to enrollment in the course. Forms are available in each principal's office or may be obtained by calling the personnel department office.
6. All applications for grants will be reviewed each year for a 12-month period covering September through August. Reimbursement for approved courses will be made in December to those applicants who have been selected as recipients of grants under the above guidelines if notice of satisfactory completion is on file in the Superintendent's office and if they are then employed by the District.

(Approval date: November 19, 2001)

(Re-approval date: September 7, 2004)

## CERTIFICATED STAFF LEAVES AND ABSENCES

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

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

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

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

[Adoption date: November 19, 2001]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2601 et seq.  
Americans with Disabilities Act Amendments Act of 2008; 42 USC 12101 et seq.  
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.  
ORC 124.38  
3313.211  
3319.08; 3319.09; 3319.13; 3319.131; 3319.14; 3319.141; 3319.143

CROSS REFS.: GBR, Family and Medical Leave  
GCB, Certificated Staff Contracts and Compensation Plans

CONTRACT REF.: Teachers' Negotiated Agreement

## CERTIFICATED STAFF VACATIONS AND HOLIDAYS

### Vacations

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

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

### Holidays

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

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

[Adoption date: November 19, 2001]

LEGAL REFS.: ORC 3313.20; 3313.63

## CERTIFICATED STAFF VACATIONS AND HOLIDAYS

### Annual Vacation

All administrative personnel employed for 240 or more days in their contract year shall be entitled to annual vacation based upon the following schedule of years of service:

1. One through six years of completed service shall be entitled to 10 days of vacation.
2. Seven through 13 years of completed service shall be entitled to 15 days of vacation.
3. Fourteen through 19 years of completed service shall be entitled to 20 days of vacation.
4. Twenty or more years of completed service shall be entitled to 25 days of vacation.

### Vacation Scheduling

When possible, the administrator will be expected to take these days during the summer months or during recess periods of the school year as mutually agreed upon with the Superintendent. All vacations allowed under this policy shall be scheduled in advance and have the prior approval of the Superintendent or his/her designee.

In accordance with Sections 3319.01 and 3319.02 of the Ohio Revised Code, time may accrue for a period not to exceed the amount accrued within three years prior to separation. However, administrators are encouraged to use their vacation time annually since the purpose of a vacation is to give administrators an annual respite from work so they may return to their positions refreshed and ready to assume their responsibilities.

Except as vacation days have been scheduled or holidays declared for the school system, 12-month personnel shall be expected to work during the recess periods of the school year.

### Anniversary Date for Vacation Calculations

The effective contract date (July 1 or August 1) of any year shall be the employment anniversary date used to calculate the vacation allowance. Legal holidays shall be excluded from consideration in calculating vacation days under this policy.

Holidays

All administrative personnel employed for 225 or more contract days shall be entitled to the following paid holidays that fall within their contract calendar:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Unless excused, an employee must work the last working day prior to and the first working day after a holiday to receive holiday pay.

Schools are usually in session on Columbus and Veterans Day, which requires that administrative personnel be on duty. Administrative personnel will be provided compensatory days off for working these two holidays.

Whenever other major holidays fall on a Saturday, the previous Friday shall be observed as the holiday for work schedules. Major holidays falling on Sunday will be observed on the following Monday.

(Note: The above holiday language is not a new administrative benefit but only a delineation of current and past practice of the District in regards to administrative holiday pay that heretofore has not been detailed in policy.)

(Approval date: November 19, 2001)

## CERTIFICATED STAFF RECRUITING

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

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

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

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

[Adoption date: November 19, 2001]

LEGAL REF.: OAC 3301-35-03

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

## CERTIFICATED STAFF HIRING

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

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

The following guidelines are used in the selection of personnel.

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

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

### Employment of Retired Administrators

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

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

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

### Rehiring of Retirees

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

[Adoption date: November 19, 2001]

[Re-adoption date: May 16, 2005]

[Re-adoption date: November 4, 2013]

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

3307.01; 3307.353

3313.53

3319.02; 3319.07; 3319.08; 3319.11; 3319.22 through 3319.31;

3319.39

3323.06

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

3307.1-13-03



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

## PART-TIME AND SUBSTITUTE CERTIFICATED STAFF EMPLOYMENT

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

The employment of substitute teachers will be centralized for the District in the office of the assistant to the Superintendent, where applications will be accepted. Following examination of qualifications and District requirements for substitutes, the candidates selected shall be recommended to the Board for placement on the list of approved substitutes.

The selection of candidates for part-time positions (as for adult education employment, part-time personnel, summer school employment, driver education, homebound teaching) shall be the responsibility of the school administrator involved, subject to approval of the Superintendent and official appointment by the Board.

[Adoption date: November 19, 2001]

[Re-adoption date: May 16, 2005]

LEGAL REFS.: ORC 3317.13  
3319.08; 3319.10; 3319.13

## CERTIFICATED STAFF TIME SCHEDULES

### Administrators

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

### Teachers

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

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

[Adoption date: November 19, 2001]

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

CROSS REF.: ICA, School Calendar

CONTRACT REF.: Teachers' Negotiated Agreement

## CERTIFICATED STAFF MEETINGS

The building principal, department chairperson or central office administrator may schedule staff meetings, in-service meetings and workshops for the school staff. Such meetings and workshops may be scheduled after the regular working day, as set forth by the Board. No teacher shall receive any additional compensation for attendance at such meetings or workshops. Teachers shall also be expected to participate in such activities as open house and parent-teacher conferences, without receiving additional compensation.

Staff meetings may be scheduled monthly and shall not exceed nine meetings a year. Principals may call more meetings in emergencies as determined by the principal. Each meeting shall not exceed 45 minutes in duration.

[Adoption date: November 19, 2001]

CROSS REF.: GCI, Certificated Staff Time Schedules

CONTRACT REF.: Teachers' Negotiated Agreement

## CERTIFICATED STAFF DEVELOPMENT OPPORTUNITIES

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

Opportunities for professional growth are provided through such means as:

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

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

[Adoption date: November 19, 2001]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF CERTIFICATED STAFF  
(Teachers)

The Board, in consultation with teachers employed by the Board, adopts this standards-based evaluation policy in conformance with the framework for evaluation of teachers developed by the State Board of Education (SBOE) under Ohio Revised Code (RC) 3319.22, 3319.26, 3319.112, 3319.222, 3319.226 and 3319.301. This teacher evaluation policy aligns with the Standards for the Teaching Profession set forth in State law.

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

1. Teaching Employees Covered by this Policy

- A. This policy applies to any person employed under a teacher's license or a professional or permanent teacher's certificate in accordance with law, or a permit issued under RC 3319.301, and who spends at least 50% of his/her time providing content-related student instruction.
- B. Principals and assistant principals shall be evaluated in accordance with the principal evaluation policy adopted by the Board in accordance with RC 3319.02.
- C. This policy does not apply to the Superintendent, assistant superintendent(s), business manager, the Treasurer or "other administrator" as defined by RC 3319.02. This policy also does not apply to substitute teachers or an instructor of adult education.

2. Credentialed Evaluators

The Board will adopt a list of approved credentialed evaluators.

3. Evaluation Time Line and Requirement

A. All Teachers

- 1) Credentialed evaluators shall conduct an evaluation of each teacher subject to this policy at least annually. Each evaluation shall include at least two cycles of formal observations of at least 30 minutes each and periodic classroom walk-throughs by the evaluator. All teacher evaluations shall be completed by May 1, and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the May 10.

- 2) For those teachers who are on limited or extended limited contracts pursuant to RC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by May 1. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by May 10.

B. Accomplished Teachers

- 1) 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 once every two years. Any biennial evaluation conducted under this provision must be conducted and completed by May 1, and the teacher shall be provided with a written copy of the evaluation results by May 10.
- 2) 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 walk-throughs.

- C. The evaluation of professional performance shall encompass formal classroom observations, walk-throughs, pre-observation conference, post-observation conference, and day-to-day performance, and other information related to job performance as set forth in the collective bargaining agreement.

4. Assigning an Effectiveness Rating (50% teacher performance and 50% student growth)

Each evaluation will result in an effectiveness rating of “Accomplished,” “Proficient,” “Developing,” or “Ineffective.” An effectiveness rating is based on the following two categories: 1) Teacher performance; and 2) Student growth measures. Fifty percent of the evaluation will be attributed to teacher performance and 50% will be attributed to multiple measures of student growth.

Teacher performance and student growth measures ratings shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix developed by the Ohio Department of Education (ODE) is incorporated herein.

5. Calculating Teacher Performance

Teacher performance is evaluated during the two cycles of formal observations and periodic classroom walk-throughs. Fifty percent 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:

- A. Understanding student learning and development and respecting the diversity of the students they teach;

- B. Understanding the content area for which they have instructional responsibility;
- C. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- D. Planning and delivering effective instruction that advances individual student learning;
- E. Creating learning environments that promote high levels of learning and student achievement;
- F. Collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning and
- G. Assuming responsibility for professional growth, performance, and involvement.

The Superintendent/designee shall develop, in consultation with teachers, evaluation tools to be used in calculating the teacher performance 50%. The tools are aligned to the Ohio Standards for the Teaching Profession and the Ohio Teacher Evaluation System Performance Rubric.

6. 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 combination of the following: 1) Teacher-level value-added data; 2) ODE-approved assessments; and/or 3) Locally-determined measures.

- A. Teacher-Level Value-Added: Value-added data based on the results of state assessments administered in the 2014-2015 and 2015-2016 school years will not be used to assess student academic growth. Such data also will not be used when making dismissal, retention, tenure or compensation decisions. The Board may administer ODE-approved assessments and/or local measures of student growth using state-designed criteria and guidance for teachers of subjects where value-added scores from state assessments are not available. Evaluations for teachers of grade levels and subject areas for which the value-added progress dimension is applicable, and where no other measure is available to determine student academic growth, shall be based solely on teacher performance.



- B. ODE-Approved List of Assessments: Assessments, if utilized by the District, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the 50% 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.
- C. Locally-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.

In the calculation for student academic growth, a student who has 60 or more excused and/or unexcused absences for the school year will not be included.

7. Professional Growth and Improvement Plans

Teachers shall develop professional growth or improvement plans in accordance with the standards-based statewide teacher evaluation framework adopted by the SBOE.

8. Nonrenewal Decisions

Except as otherwise set forth in this policy and the negotiated agreement, the Board will notify teachers regarding nonrenewal decisions in accordance with RC 3319.11, 3319.111, and any other Revised Code sections that apply.

9. Personnel Decisions

The Board shall adhere to the terms and procedures set forth in the collective bargaining agreement for use by District administrators in making retention and promotion decisions based on evaluation results.

Seniority shall not be the basis for making decisions to retain teachers, for the purposes of determining layoff and recall from layoff, except when choosing teachers who have comparable evaluations as set forth in the collective bargaining agreement.

The Board shall adhere to the terms and procedures set forth in the collective bargaining agreement for removing poorly performing teachers based on evaluation results.

10. Professional Development

The Board will provide for the allocation of financial resources to support professional development to the extent required by State law and the SBOE framework.

11. Testing for Teachers in Core Subject Areas

Beginning with the 2015-2016 school year, teachers who teach in a “core subject area” are required to register for and take all written examinations 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.

[Adoption date: November 19, 2001]

[Re-adoption date: June 26, 2013]

[Re-adoption date: October 12, 2015]

[Re-adoption date: April 11, 2016]

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

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

Contract Ref.: Teachers’ Negotiated Agreement

EVALUATION OF CERTIFICATED STAFF  
(Administrators Both Certificated and Classified)

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

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

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

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

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

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

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

### Ohio Principal Evaluation System (OPES)

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

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

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

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

Value-added data based on the results of state assessments administered in the 2014-2015 and 2015-2016 school years will not be used to assess student academic growth. Such data also will not be used when making dismissal, retention, tenure or compensation decisions.

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: November 19, 2001]

[Re-adoption date: February 9, 2004]

[Re-adoption date: April 13, 2015]

[Re-adoption date: October 12, 2015]

[Re-adoption date: April 11, 2016]

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

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

EVALUATION OF ADMINISTRATIVE STAFF  
(Administrators Both Certificated and Classified)

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

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

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

(Approval date: November 19, 2001)

(Re-approval date: October 12, 2015)

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



### Professional Growth and Improvement Plans

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

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

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

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

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

### Retention and Promotion

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

### Poorly Performing Counselors

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

### Professional Development

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

[Adoption date: September 12, 2016]

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

File: GCNA (Also AFCA)

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

CONTRACT REF.: Teachers' Negotiated Agreement

## CERTIFICATED STAFF PROMOTIONS

All promotions within the instructional and administrative staff of the District will be considered under the same policy as that governing original assignments. In addition to the general staffing assignments, the following guidelines shall apply to certificated staff promotions:

1. Although under law the Superintendent has authority to assign and/or transfer all personnel, it is customary for transfers from instructional to administrative positions and vice versa, and transfers from an administrative position to a greater or lesser administrative position, to be approved by the Board.
2. The Board generally supports the practice of filling administrative or supervisory positions whenever feasible from within the current school staff. However, this general support shall not preclude the administration and Board from determining that the interest of the school system can be best served by actively seeking candidates from outside the school district.

[Adoption date: November 19, 2001]

LEGAL REFS.: ORC 3319.01; 3319.12

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

The purpose of this policy is to provide reasons and procedures for a reduction in force of the administrative staff of the District when the Board considers such a reduction to be necessary. For purposes of this policy, the terms “administrator” and “administrators” refer to those persons employed under authority of Ohio Revised Code Section 3319.02.

1. Reasons for a Reduction in Force

The Board may implement a reduction in force in the ranks of administrators through suspension of one or more administrative contracts, for one or more of the following reasons:

- A. return to duty of administrators from leaves of absence;
- B. territorial changes affecting the District as a whole, or one or more District facilities;
- C. decreased enrollment of students in the District, at one or more school facilities, or in one or more instructional programs, regardless of whether such decrease occurs from one school year to the next or within one school year;
- D. closure of one or more school facilities;
- E. reorganization of the District administrative staff;
- F. organizational redesign;
- G. the financial condition of the District as determined by the Board;
- H. lack of sufficient work as determined by the Board or
- I. changes in curriculum, programs or services provided in the District.

2. Order of Contract Suspension

The order in which administrator contracts will be suspended to implement a reduction in force pursuant to this policy is determined as follows:

- A. When a reduction is necessary due to an administrator returning from a leave of absence, the administrator holding the position or the most similar position from which the administrator took a leave of absence will have his/her contract suspended.

- B. When reductions in force are based upon reasons affecting one or more identifiable District facilities or programs, only the administrators responsible for such facilities or programs are subject to the reduction in force.
- C. When identifying which administrators are subject to a reduction in force, consideration will be given to first suspending the contracts of administrators who have the least seniority in the District, with seniority defined as years of continuous employment under a regular contract of any kind with the Board. Seniority, however, is not controlling. The overriding considerations in determining the order of suspension of contracts shall be the efficient use of personnel and available resources, and the best interests of the students served by the District. Consistent with Ohio law, administrators have no right to “bump” into other positions for which they may ne qualified but which are held by less senior persons.

3. Procedure for Implementing Reduction in Force

The procedure for implementing a reduction in force among the administrative staff shall be as follows:

- A. The administrative positions to be reduced through contract suspension shall be identified by the Superintendent. The affected administrators will be notified by the Superintendent of the anticipated reduction and given an opportunity to resign prior to Board action.
- B. Contracts may be suspended by Board action at a regular or special meeting. Administrators whose contracts have been suspended shall be given written notice by the Board of the action, which shall include the date the suspension takes effect if the date is other than the date of Board action.
- C. A reduction in force may include a reduction from full-time to part-time service.
- D. A reduction in force may include a reduction in the number of contracted days of employment.

4. Recall of Administrators

Administrators whose contracts have been suspended pursuant to a reduction in force shall have a right to restoration to active service as follows:

- A. Administrative whose contracts have been suspended pursuant to this policy shall have the right to be recalled to active service to the same or similar administrative position for which they qualify, when such position next becomes available in the

District, with priority given to administrators whose contracts have been suspended the longest. An administrator is qualified for return to service in the same or similar administrative position when all of the following are satisfied: the administrator holds the required certification/ licensure when notified of the recall; the available position is at the same pay grade level as the position the administrator held at the time of contract suspension; and the duties and responsibilities of the available position are comparable to the position the administrator held at the time of contract suspension, all as determined by the Superintendent.

- B. The recall of an administrator to active service shall be offered by written notice from the Superintendent to the administrator. The administrator shall have 10 days from receipt of the notice in which to accept or decline the offered position, in writing, delivered to the Superintendent.
- C. If an administrator declines recall to active service in the District or does not respond to a recall notice in a timely manner, the administrator shall be deemed to have resigned from employment with the Board and all recall or other employment rights are extinguished as of the date recall is declined.

[Adoption date: November 19, 2001]

[Re-adoption date: June 30, 2003]

[Re-adoption date: October 16, 2006]

[Re-adoption date: July 23, 2012]

[Re-adoption date: February 10, 2014]

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

CONTRACT REF.: Teachers' Negotiated Agreement

## RESIGNATION OF CERTIFICATED STAFF MEMBERS

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

[Adoption date: November 19, 2001]

LEGAL REFS.: ORC 3319.02; 3319.15

## SEVERANCE PAY

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

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

[Adoption date: November 19, 2001]

LEGAL REFS.: ORC 9.90  
124.39

CONTRACT REF.: Teachers' Negotiated Agreement



SEVERANCE PAY  
(Both Certificated and Classified)

Retirement Severance Pay

1. Eligibility:

The Board shall pay, upon retirement or death, severance pay to each administrator who qualified for age and service retirement under a State Retirement System or to the administrator's estate. Retirement severance pay shall be paid only for those individuals who at the time of retirement or death are/were employed by the Sandusky City Schools for a minimum of five years at the time of retirement or death and (1) who have completed 25 or more years of service under the state retirement systems or (2) who have attained age 60.

2. Computation:

- A. For administrators employed prior to July 1, 2004, retirement severance pay shall be equivalent to 65 days at the administrator's per diem rate in the most recent contract year. Also, such administrators may make an irrevocable election in writing to receive the benefits prescribed in (B) below.
- B. For administrators employed on or after July 1, 2004, retirement severance pay shall be paid on the basis of retirements at the rate of 25% of accrued but unused sick leave up to a maximum of 75 days. Also, such administrator shall receive an additional severance benefit of 10% of all unused sick leave over 300 days. Said retirement severance pay shall be computed on the basis of the number of days in the administrator's contract year for the last full year prior to retirement or death and shall not include compensation paid for "extra duties" under any supplementary contract that may have been in effect at the time of, or prior to the effective date of retirement.

First Opportunity Retirement Incentive

In addition to the severance payment provided in (2) above, individuals who attain the STRS/SERS retirement eligibility qualification of 30 years service or 60 years of age with a minimum of five years in District employment and retire (disability retirement does not qualify) by July 1st (SERS administrator) or August 1st (STRS administrators) of the new contract year, shall receive a lump sum payment of 30 days or 12% of unused sick leave, whichever is greater, providing the employee actually retires by their respective retirement deadline, and providing that the employee notifies the Treasurer of his election to take the First Opportunity Retirement Incentive by April 15th in the year of eligibility to receive the First Opportunity Retirement Incentive. Retirement beyond first opportunity negates said incentive payment.

Application and Payment

This retirement severance payment and the First Opportunity Retirement Incentive payment shall be paid in one installment to any administrator eligible by reason of retirement. The payment shall be made during the first month of January following the administrator's effective date of retirement. Requests for retirement severance pay shall be made in writing to the Treasurer at the time of retirement. Prior to making such payment the Treasurer shall have evidence that the administrator to receive payment is in a status of retirement. Payment of retirement severance pay shall be considered to eliminate all sick leave credit accrued by the administrator at the time of retirement. In the event of the death of an eligible employee, severance pay as outlined in (1) above shall be issued with the final payment of accrued wages.

[Adoption date: September 7, 2004]

LEGAL REFS.: ORC 9.90  
124.39

## SUSPENSION AND TERMINATION OF CERTIFICATED 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: November 19, 2001]

[Re-adoption date: June 30, 2010]

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

CROSS REF.: GBQ, Criminal Records Check

CONTRACT REF.: Teachers' Negotiated Agreement

## TUTORING FOR PAY

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

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

1. Tutoring will be done after school, unless special exceptions are approved by the appropriate central office administrator.
2. Tutoring in the school must have the approval of the principal.
3. Tutoring will be accepted for high school credit only with the principal's approval.
4. When tutoring on school premises is approved, it will be performed for no more than the hourly rate of pay received by home instructors employed by the Board.

[Adoption date: November 19, 2001]

CONTRACT REF.: Teachers' Negotiated Agreement

## CLASSIFIED STAFF POSITIONS

All classified staff positions in the school system are established initially by the Board. All classified employees are either covered by the negotiated agreement or are placed on a salary and benefits schedule established by the Board and in compliance with law.

In each case, the Board will approve a statement of job requirements as presented by the Superintendent. This shall be in the form of a job description setting forth the Board purpose and function of the position, the qualifications of candidates and a detailed list of responsibilities and duties.

For each classification, job descriptions will be maintained. Said descriptions shall be reviewed and revised jointly by the District and the association via a mutually designed schedule. The descriptions will include a minimum: a) job title and description; b) minimum requirements; c) a specific statement of required tasks and responsibilities.

Although positions may remain temporarily unfilled or the number of persons holding the same type of position reduced in the event of destaffing requirements, only the Board may abolish a position that it has created.

[Adoption date: November 19, 2001]

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

## CLASSIFIED STAFF PUPIL ACTIVITY CONTRACTS

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

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

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

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

The Board 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: October 16, 2006]

[Re-adoption date: June 2, 2008]

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

CROSS REFS.: GBQ, Criminal Records Check  
GCBB Certificated Staff Supplemental Contracts  
GDKA, Classified Staff Extra Duty  
IGD, Cocurricular and Extracurricular Activities  
IGDJ, Interscholastic Athletics  
IICC, School Volunteers

CONTRACT REF.: Classified Staff Negotiated Agreement

Sandusky City School District, Sandusky, Ohio

CLASSIFIED STAFF LEAVES AND ABSENCES

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

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

[Adoption date: November 19, 2001]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2601 et seq.  
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.  
ORC 124.38 through 124.39  
3313.211  
3319.13; 3319.141; 3319.142; 3319.143

CROSS REF.: GBR, Family and Medical Leave

CONTRACT REF.: Classified Staff Negotiated Agreement

## CLASSIFIED STAFF VACATIONS AND HOLIDAYS

### Vacations

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

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

### Holidays

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

[Adoption date: November 19, 2001]

LEGAL REFS.: ORC 1.14  
3319.084; 3319.086; 3319.087

CONTRACT REF.: Classified Staff Negotiated Agreement



## CLASSIFIED STAFF RECRUITING/POSTING OF VACANCIES/HIRING

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

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

[Adoption date: November 19, 2001]

[Re-adoption date: May 16, 2005]

[Re-adoption date: June 30, 2010]

[Re-adoption date: November 4, 2013]

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 of Disability  
GBA, Equal Opportunity Employment  
GBQ, Criminal Records Check  
GCD, Certificated Staff Hiring

CONTRACT REF.: Classified Staff Negotiated Agreement

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

Part-time, temporary and substitute support staff, excluding aide, secretaries and library technician, 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: November 19, 2001]

[Re-adoption date: May 16, 2005]

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 Records Check

CONTRACT REF.: Classified Staff Negotiated Agreement

PART-TIME, TEMPORARY AND SUBSTITUTE CLASSIFIED STAFF EMPLOYMENT

All part-time, seasonal, intermittent, per diem and part-time nonunion employees (including all adult education hourly personnel) of the District are considered casual employees and therefore are entitled to only limited benefits as provided for under the Ohio Revised Code or established by the Board.

Sick Leave

In accordance with ORC 3319.14.1 and 124.38 all part-time, seasonal, intermittent, per diem and hourly employees of the District, effective September 1, 1994, shall be entitled to sick leave accrual in proportion to the rate of time actually worked at the same rate as that granted like full-time employees.

Substitute teachers shall be entitled to sick leave only as provided in ORC 3319.10.

State Teachers/School Employees Retirement System Contributions

The Board shall designate each employee's contributions to the State Teachers/School Employees Retirement Systems of Ohio as "picked up as a salary reduction."

[Adoption date: November 19, 2001]

LEGAL REFS.: ORC 3319.14.1  
124.38

## CLASSIFIED STAFF ORIENTATION

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

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

[Adoption date: November 19, 2001]

CONTRACT REF.: Classified Staff Negotiated Agreement

## CLASSIFIED STAFF ASSIGNMENTS AND TRANSFERS

The assignment or transfer of employees shall be based primarily on the needs of the students and the instructional program. Staff members will be assigned on the basis of a collective analysis of seniority, qualifications, the needs of the District as determined by the Superintendent and staff member expressed desires and in compliance with the current and in place negotiated agreement.

The District shall not be limited in its ability to advertise, interview and employ, for any position, individuals currently not holding a position within the District.

Within an individual school, a principal shall make personnel assignments in consultation with and approval of the appropriate central office administrator. Annually, the principal shall have the opportunity to reorganize the personnel configurations of his/her building within defined classifications. Said annual reorganization for the new school year (or July 1, based upon appropriateness) shall be in place no later than May 15.

[Adoption date: November 19, 2001]

LEGAL REFS.: ORC 124.27  
OAC 3301-35-03(A)

CONTRACT REF.: Classified Staff Negotiated Agreement

## 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: May 16, 2005]

LEGAL REF.: OAC 3301-35-03

EVALUATION OF CLASSIFIED STAFF  
(Exempt Staff)

The development of a strong, competent classified staff of employees, and the maintenance of high morale among this staff, are major objectives of the Board. The finding of the right employees to fill vacancies, the determination of assignments and equitable workloads, the establishment of wage and salary policies which encourage employees to put forth their best efforts, the evaluation of employee achievements and the provision of a good atmosphere in which to work are some of the major duties of the Board. A program of continuous evaluation is necessary in fulfilling these duties.

The evaluation shall cover the major areas of the employee's responsibilities and shall include the following:

1. specific work assignment
2. customer service focus

The employee's supervisor has the responsibility for seeing that each employee knows the basis upon which he/she is to be evaluated in advance of evaluation.

Each employee, especially if new to the District, shall be given an explanation of his/her duties and responsibilities and guidance in performing them satisfactorily by his/her immediate supervisor.

A classified staff supervisor or administrator shall be evaluated by the same means as a certificated staff administrator.

[Adoption date: November 19, 2001]

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

CONTRACT REF.: Classified Staff Negotiated Agreement



## SUSPENSION, DEMOTION AND TERMINATION OF CLASSIFIED STAFF MEMBERS

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

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

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

[Adoption date: November 19, 2001]

LEGAL REFS.: Fair Credit Reporting Act, 15 U.S.C. Sections 1681 et seq.  
ORC 124.32; 124.33; 124.34; 124.36  
3319.04; 3319.081; 3319.083

CROSS REF.: GBQ, Criminal Records Check

CONTRACT REF.: Classified Staff Negotiated Agreement