

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-R	Staff Conduct
GBCC	Staff Responsibilities
GBD	Board-Staff Communications (Also BG)
GBE	Staff Health and Safety
GBEA	HIV/AIDS (Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome) (Also JHCCA)
GBEB	Chemical Dependency
GBF	Staff Participation in Community Activities (Also KE)
GBG	Staff Participation in Political Activities
GBH	Staff-Student Relations (Also JM)
GBI	Staff Gifts and Solicitations
GBJ	Staff Funds Management
GBK	Smoking on District Property by Staff Members
GBL	Personnel Records
GBM	Staff Complaints and Grievances
GBN	Extended Group Health Coverage
GBO	Verification of Employment Eligibility
GBP	Drug-Free Workplace
GBQ	Criminal Record Check
GBR	Family and Medical Leave
GC	Professional Staff
GCA	Professional Staff Positions
GCB	Professional Staff Contracts and Compensation Plans
GCBA	Professional Staff Salary Schedules
GCBA A	Professional Staff Merit System
GCBB	Professional Staff Supplemental Contracts
GCBC	Professional Staff Fringe Benefits
G CBD	Professional Staff Leaves and Absences
GCBDA	Professional Staff Assault Leave
GCBE	Professional Staff Vacations and Holidays
GCC	Professional Staff Recruiting
GCCA	Posting of Professional Staff Vacancies
GCD	Professional Staff Hiring

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

SECTION G: PERSONNEL

(Continued)

G CJ	Professional Staff Time Schedules
G CK	Professional Staff Work Load
G CK A	Professional Staff Extra Duty
G CK B	Professional Staff Meetings
G CL	Professional Staff Development Opportunities
G CL A	Professional Staff Visitations and Conferences
G CM	Supervision of Professional Staff
G CN	Evaluation of Professional Staff (Also AFC)
G CO	Professional Staff Promotions
G CP	Professional Staff Termination of Employment
G CP A	Reduction in Professional Staff Workforce
G CP B	Resignation of Professional Staff Members
G CP C	Retirement of Professional Staff Members
G CP C A	Severance Pay
G CP D	Suspension and Termination of Professional Staff Members
G C Q	Miscellaneous Professional Staff Policies
G C Q A	Nonschool Employment by Professional Staff Members
G C Q A A	Professional Staff Consulting Activities
G C Q A B	Tutoring for Pay
G C Q B	Professional Research and Publishing
G C Q C	Exchange Teaching
G C Q D	Professional Organizations
G D	Support Staff
G D A	Support Staff Positions
G D B	Support Staff Contracts and Compensation Plans
G D B A	Support Staff Salary Schedules
G D B A A	Support Staff Merit System
G D B B	Support Staff Supplemental Contracts
G D B C	Support Staff Fringe Benefits
G D B D	Support Staff Leaves and Absences
G D B E	Support Staff Vacations and Holidays
G D C	Support Staff Recruiting
G D C A	Posting of Support Staff Vacancies
G D D	Support Staff Hiring
G D E	Part-Time, Temporary and Substitute Support Staff Employment
G D E A	Arrangements for Support Staff Substitutes
G D F	Support Staff Orientation
G D G	Support Staff Probation and Tenure
G D H	Support Staff Seniority
G D I	Support Staff Assignments and Transfers
G D J	Support Staff Time Schedules
G D K	Support Staff Work Load
G D K A	Support Staff Extra Duty

GDKB	Support Staff Meetings
GDL	Support Staff Development Opportunities
GDLA	Support Staff Visitations and Conferences
GDM	Supervision of Support Staff
GDN	Evaluation of Support Staff (Also AFD)

SECTION G: PERSONNEL
(Continued)

GDO	Support Staff Promotions
GDP	Support Staff Termination of Employment
GDPA	Reduction in Support Staff Workforce
GDPB	Resignation of Support Staff Members
GDPC	Retirement of Support Staff Members
GDPCA	Severance Pay
GDPD	Suspension, Demotion and Termination of Support Staff Members
GDQ	Miscellaneous Support Staff Policies
GDQA	Nonschool Employment by Support Staff Members

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: January 20, 2004]

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

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

EQUAL OPPORTUNITY EMPLOYMENT

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

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

[Adoption date: January 20, 2004]

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

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

STAFF INVOLVEMENT IN DECISION MAKING

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

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

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

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

[Adoption date: January 20, 2004]

LEGAL REF.: OAC 3301-35-03

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

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

STAFF ETHICS

These guidelines reflect the generally accepted ethical practices relating to the educator's profession as approved by the State Board of Education.

An educator in the performance of professional duties will:

be accountable for using the current scientific knowledge available concerning the profession;

recognize basic dignities of all individuals with whom he/she interacts in the performance of professional duties;

exercise due care to protect the mental and physical safety of students, colleagues and subordinates;

be accountable for maintaining his/her integrity and avoid accepting anything of value offered by another for the purpose of influencing his/her professional judgment;

accurately represent his/her or professional qualifications;

be responsible to present subject matter in a comprehensive, accurate and objective manner;

extend to students the opportunity to pursue individual learning and take steps to ensure that the students will have access to various points of view unless there is just cause to act otherwise;

take steps to ensure that his/her actions or that of another on his/her behalf are not made with specific intent of advancing private economic interests. Private economic interests will not be construed as including fair remuneration for professional services;

keep in confidence such information as he/she may secure unless disclosure serves professional purposes or is required by law;

will not use his/her professional position or public property, or intentionally permit another person to use an educator's professional position or public property, for partisan political or sectarian religious purposes; this will in no way limit his/her constitutional or legally protected rights as a citizen and

direct persons to carry out only professional functions for which they are qualified.

[Adoption date: January 20, 2004]

STAFF CONFLICT OF INTEREST

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

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

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

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

It is the policy of this District that if two employees of the Board of Education are married to one another, they shall not be in a supervisory/subordinate role (for example, one spouse is the supervisor of a classification and the other spouse is an employee under the other spouse's supervision in the classification). If two employees become married, with the result that they are in a supervisory/subordinate position to one another, either or both of such employees shall be transferred to a different classification or responsibility, depending upon the District's needs and the skills, qualifications and experience of each person involved.

[Adoption date: January 20, 2004]

LEGAL REFS.: ORC 2921.42
3313.811
3319.21
3329.10
4117.20

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

STAFF CONDUCT

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

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

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

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

[Adoption date: January 20, 2004]

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

STAFF RESPONSIBILITIES

The following policy on general responsibilities and conduct applies to all employees of the school system where teachers and their professional personnel are specifically mentioned.

1. Conduct: All persons employed by the Board are representatives of the school system. As such, they are expected to conduct themselves in a manner that will reflect credit upon themselves and the school system.

Unseemly conduct or the use of abusive and/or profane language in the presence of students is expressly prohibited.

2. Records and Reports: All personnel will keep all records and prepare and submit promptly all reports that may be required by State law, State Board regulations, Board policy and administrative directives.
3. Reporting Crime and Disruptive Behavior: It will be the responsibility of the Superintendent to develop, and distribute periodically, procedures relating to the reporting of criminal acts and/or disruptive behavior.

All employees of the school system are required to report to their immediate supervisors any criminal act and/or disruptive behavior occurring on school property. The responsible administrator has the obligation to conduct an immediate investigation of the allegation and, upon verification of a criminal act and/or disruptive behavior, report in a manner consistent with procedures established by the Superintendent to the appropriate law enforcement authorities.

4. Instructional Personnel: Members of the instructional staff will teach efficiently and faithfully, using the books and materials required, following the prescribed courses of study and employing approved methods of instruction.
5. Professional Growth: All employees shall avail themselves of every opportunity to keep themselves abreast of development in their fields of work and advance in the skills and knowledge of their particular areas.

[Adoption date: January 20, 2004]

LEGAL REFS.: ORC 2909.05
2911.12; 2911.13
3313.173; 3313.20
3315.07
3319.131

3737.99
OAC 3501-35-03

CROSS REFS.: ECA, Buildings and Grounds Security
ECAB, Vandalism
GBC, Staff Ethics

BOARD-STAFF COMMUNICATIONS

The Board wishes to maintain open channels of communication with the staff. The basic line of communication is through the Superintendent. Staff members should utilize the Superintendent to communicate to the Board or its subcommittees, while recognizing that Board meetings are public meetings and that employees can participate in Board Deliberations. When hearing the public at Board meetings, residents of the District will be heard prior to nonresident employees.

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

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

[Adoption date: January 20, 2004]

LEGAL REF.: ORC 3313.20

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

STAFF HEALTH AND SAFETY

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

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

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

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

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

Workers' Compensation

Every person in the service of a school district, and executive offices of a board of education, under any appointment or contract of hire, expressed or implied, oral or written, except members of a board of education, are covered by the provisions of the Worker's Compensation Law, as defined by the Ohio Revised Code.

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 apply for payment under this Act.

The injured employee may be requested to undergo chemical testing, as established by law and administrative regulation, in order to prove that the injury was not proximately caused by the employee being intoxicated or under the influence of a controlled substance not prescribed by a physician. 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: January 20, 2004]

LEGAL REFS.: ORC 3313.643; 3313.71; 3313.711

3327.10

4113.23

4123.01 et seq.

4123.54

Asbestos School Hazard Abatement Act; 20 USC 4011 et seq.

Asbestos Hazard Emergency Response Act; 15 USC 2641 et seq.

Comprehensive Environmental Response, Compensation and Liability Act;
42 USC 9601 et seq.

CROSS REFS.: EB, Safety Program

EBBC, Bloodborne Pathogens

EBD, Crisis Management

EEACD, Drug Testing for District Personnel Required to Hold a
Commercial Driver's License

GBP, Drug-Free Workplace

GBQ, Criminal Record Check

GCBC, Professional Staff Fringe Benefits

GDBC, Support Staff Fringe Benefits

STAFF HEALTH AND SAFETY

Workers' Compensation Benefits Eligibility – Chemical Testing

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

Testing Procedures

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

1. Within eight hours of the injury, the employee's blood alcohol level tests equal to or greater than .10%*.
2. Within eight hours of the injury, the employee's breath alcohol level tests equal to or greater than .10g/210L*.
3. Within eight hours of the injury, the employee's urine alcohol level tests equal to or greater than .14g/100 ml*.
4. Within 32 hours of the injury, the employee tests above both the following levels established for an enzyme multiplied immunoassay technique screening test (EMIT) and above the following levels established for a gas chromatography mass spectrometry test, or in the alternative, above the levels established for a gas chromatography mass spectrometry test (GC/MS) alone as follows, for substances not prescribed by a physician:
 - A. for amphetamines, 1000ng/ml of urine for the EMIT test and 500 ng/ml of urine for the GC/MS test;
 - B. for cannabinoids, 50 ng/ml of urine for the EMIT test and 15 ng/ml of urine for the GC/MS test;
 - C. for cocaine, including crack cocaine, 300 ng/ml of urine for the EMIT test and 150 ng/ml of urine for the GC/MS test;
 - D. for opiates, 2000 ng/ml of urine for the EMIT test and 2000 ng/ml of urine for the GC/MS test and

E. for phencyclidine, 25 ng/ml of urine for the EMIT test and 25 ng/ml of urine for the GC/MS test.

1 of 2

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

Legal Protections

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

Confidentiality

All test results will remain confidential as between the employee, Board and 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: January 20, 2004)

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

General Principles

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

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

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

Evaluating Students and Staff Who Are Infected with HIV

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

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

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

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

Confidentiality

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

HIV Advisory Committee

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

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

HIV Education Program

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

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

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

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

[Adoption date: January 20, 2004]

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

CROSS REFS.: AC, Nondiscrimination/Antiharassment
ACB, Nondiscrimination on the Basis of Disability
EBBC, Bloodborne Pathogens
GBA, Equal Opportunity Employment
GBE, Staff Health and Safety
GBL, Personnel Records

JB, Equal Educational Opportunities
JO, Student Records
Staff and Student Handbooks

3 of 3

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

Aids Evaluation Team Responsibilities

The AIDS Evaluation, as outlined, makes a recommendation to the Superintendent covering a student's or employee's attendance in school after having been diagnosed as having AIDS.

In making this determination for students, the team considers the:

1. behavior, neurological development and physical condition of the student;
2. expected type of interaction with others in the school setting and
3. impact on both the infected student and others in that setting.

In making this determination for employees, the team considers the:

1. physical condition of the school employee
2. expected type of interaction with others in the school setting and
3. impact on both the infected school employee and others in that setting.

(Approval date: January 20, 2004)

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

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

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

[Adoption date: January 20, 2004]

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

STAFF-STUDENT RELATIONS

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

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

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

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

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

10. Staff members shall, pursuant to law and Board policy, immediately report any suspected signs of child abuse or neglect.

11. Staff members shall not attempt to counsel, assess, diagnose or treat a student's personal problem relating to sexual behavior, substance abuse, mental or physical health and/or family relationships but, instead, should refer the student to the appropriate individual or agency for assistance.
12. Staff members shall not disclose information concerning a student, other than directory information, to any person not authorized to receive such information. This includes, but is not limited to, information concerning assessments, ability scores, grades, behavior, mental or physical health and/or family background.

[Adoption date: January 20, 2004]

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

CONTRACT REFS.: Teachers' Negotiated Agreement
Support 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 and recognition activities and certain routine meetings that may be enhanced by such amenities.

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

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

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

Travel Vendor Compensation

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

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

Solicitations

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

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

No school employee or student shall attempt to sell a product or service of any nature beyond a school-sanctioned drive in the school to either employees or students.

A sanctioned drive must have the approval of the building principal or the assistant principal and must be scheduled on the master calendar.

[Adoption date: January 20, 2004]

LEGAL REFS.: ORC 117.10
3313.81; 3313.811
3315.15
3329.10

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

SMOKING ON DISTRICT PROPERTY BY STAFF MEMBERS

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

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

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

A notice to this effect is posted at the entrance to all school buildings.

For purposes of this policy, "use of tobacco" means a cigar, pipe, smokeless tobacco or any other matter or substance that contains tobacco.

[Adoption date: January 20, 2004]

LEGAL REFS.: ORC 3313.20; 3313.47
3791.031

Goals 2000: Educate America Act; 20 USC Sections 6081-6084

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

PERSONNEL RECORDS

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

1. Personnel files contain records and information relative to compensation, payroll deductions, evaluations and such information as may be required by the state or federal government or considered pertinent by the Superintendent. Anonymous material or material from an unidentified source are not placed in a staff member's file.
2. A personnel file for each employee is accurately maintained in the District office in accordance with administrative regulations incorporating the requirements set forth under the Ohio Privacy Act for the protection of employees. Employees will be notified whenever personal information concerning them is placed in their file.
3. Ohio law requires that all public records be promptly prepared and made available for inspection to any member of the general public at all reasonable times during regular business hours. Upon request, the person directly responsible for the personnel records is required to make copies available at cost, within a reasonable period of time.
4. The public has access to all records in the personnel file with the following exceptions:
 - A. medical records;
 - B. records pertaining to adoption, probation or parole proceedings;
 - C. trial preparation records;
 - D. confidential law enforcement investigatory records;
 - E. Social Security number and
 - F. records of which the release is prohibited by Ohio or Federal law.
5. 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.
6. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and becomes part of the employee's personnel file after the appeal procedure outlined in the Ohio Revised Code. The appeal procedure permits any employee who disputes the accuracy, relevance, timeliness or completeness of information maintained in his/her file to compel the District to investigate the current status of the information.

7. Personnel records should be reviewed only within the confines of the Superintendent's office or the Board's office.

1 of 2

[Adoption date: January 20, 2004]

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

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

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

STAFF COMPLAINTS AND GRIEVANCES

The Board encourages the administration to develop effective means for resolving differences that may arise among employees and between employees and administrators; reduce potential areas of grievances and establish and maintain recognized channels of communication among the staff, administration and Board.

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

1. Employees may appeal a ruling of an immediate supervisor to the Superintendent.
2. All school employees may appeal a ruling of the Superintendent to the Board.

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

[Adoption date: January 20, 2004]

LEGAL REFS.: ORC 4117.09; 4117.10

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

CONTRACT REFS.: Teachers’ Negotiated Agreement
Support Staff Negotiated Agreement

VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

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

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

[Adoption date: January 20, 2004]

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

CROSS REF.: AC, Nondiscrimination/Antiharassment

VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

Completion of Form I-9

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

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

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

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

Acceptable Documents for Verifying Employment Eligibility

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

LIST A

Documents Which Establish Identity and Employment Eligibility

1. United States passport
2. Certificate of United States Citizenship (INS Form N-560 or N-561)
3. Certificate of Naturalization (INS Form N-550 or N-570)
4. Unexpired foreign passport which:

- A. contains an unexpired stamp which reads “Processed for I-551. Temporary Evidence of Lawful Admission for Permanent Residence. Employment authorized” or

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

LIST B

Documents Which Establish Identity

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

C. day-care or nursery school record

2 of 3

LIST C

Documents Which Establish Eligibility

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

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

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

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

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

Preparation of Documents for Inspection

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

(Approval date: January 20, 2004)

DRUG-FREE WORKPLACE

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

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

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

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

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: January 20, 2004]

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)

CONTRACT REFS.: Teachers’ Negotiated Agreement
Support Staff Negotiated Agreement

DRUG-FREE WORKPLACE

It is the policy of the Board to maintain a drug-free workplace in full compliance with all applicable Federal, State and local laws. All employees of the District receive a copy of this provision and a copy of the Board-adopted resolution regarding a drug-free workplace.

Prohibited Conduct

Unlawful manufacture, distribution, dispensation, possession, use or being under the influence of controlled substances (drugs) and/or alcohol by any employee, during work hours on local school premises, or at any activity or function sponsored by or related to employment with Bath Local Schools, is prohibited. (To avoid misunderstandings, prescribed medications should be reported to his/her supervisor.) “Premises” include vehicles owned by, or being driven on behalf of Bath Local Schools, as well as parking lots, playgrounds and other property owned by Bath Local Schools. “Controlled substances” means any drug subject to federal and/or state regulation as to manufacture, distribution, sale and use, including cannabis, cocaine, amphetamines, barbiturates and heroin.

Drug-Related Criminal Conviction

Employees convicted of violating any Federal, State or local criminal drug statute, where the violation occurred during work hours, or on District premises, must report the conviction to the Superintendent with five working days of the conviction.

Penalties

Violations of this policy will result in severe disciplinary action, up to and including immediate terminations, unless the employee uses the rehabilitation option described in this policy. Any action against any member for drug-abuse offenses must be in accordance with the terms of the Master Agreement and the applicable law.

Rehabilitation Option

Where this policy has been violated, the employee may elect to seek rehabilitation through an approved treatment program, provided the employee is otherwise eligible for continuing employment. Any employee electing this Rehabilitation Option must sign a Re-Entry Agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind-altering substance. Rehabilitation in lieu of discipline is available only one time during any employee's tenure or employment. Rehabilitation, whether undertaken voluntarily, or in lieu of discipline, is entirely at the employee's expense and without pay, except as maybe covered by applicable group health plan terms, sick leave policies and other leaves of absence policies.

Alcohol and Other Drug Awareness Programs

Employees are provided with information concerning alcohol and other drug abuse, as follows:

1. All employees are provided with a copy of this policy.
2. The Superintendent maintains information on community resources and employee benefits available to employees for assistance in dealing with chemical dependency problems.
3. Every year there is available, for each employee, at least one educational opportunity addressing the physical, mental and emotional dangers of alcohol and other drug abuse, as well as rehabilitation assistance resources available to employees. (Such education opportunities may include inservice programs, discussions or presentations at employee meetings or other seminars.)
4. Bath Local School District publications, especially those distributed among employees, will from time to time contain articles on the dangers of substance abuse and rehabilitations.

Confidentiality

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

**CHEMICALLY DEPENDENT EMPLOYEES ARE URGED TO SEEK HELP BEFORE THEIR
DEPENDENCE CAUSES PROBLEMS WITH THEIR JOBS.**

(Approval date: January 20, 2004)

CRIMINAL RECORD CHECK

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

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

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

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

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

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

Volunteers

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

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

1 of 2

[Adoption date: January 20, 2004]

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

ORC 109.57; 109.572

2953.32

3319.39

OAC 3301-83-06

CROSS REFS.: GCD, Professional Staff Hiring

GCPD, Suspension and Termination of Professional Staff Members

GDD, Support Staff Hiring

GDPD, Suspension, Demotion and Termination of Support Staff Members

IICC, School Volunteers

LEA, Student Teaching and Internships

CRIMINAL RECORD CHECK

Bus Drivers

Rule 3301-83-06 of the Ohio State Board of Education requires that at least every two years school districts determine that bus drivers have clear criminal records. The policy specifies how that mandate is to be carried out.

Each newly hired bus driver and each bus driver for whom no check has been made during the past two years is given a consent form authorizing release of information to the District indicating whether a person has a criminal record. The employee must complete and return the consent form to the director of operations within one week.

If the information indicates a criminal record, or the employee has failed to return the release form within one week, the director of operations directs the employee to set up an appointment for completion of the criminal record check from the Bureau of Criminal Investigation, including fingerprints. The employee must attend the appointment and complete all required aspects of the form, including the fingerprinting.

The Superintendent or his/her designee then submits the completed forms for criminal investigation check to the Bureau of Criminal Identification and Investigation and receives the report from that agency.

Failure or refusal of an employee to take actions necessary for and leading up to the criminal background investigation constitutes cause for discipline or termination.

Separate and apart from appropriate discipline or termination for failure to comply with this policy, any employee who is found to have a criminal background or for whom the criminal records check cannot be completed, is considered disqualified from service as a bus driver and is suspended while the disqualification remains. In implementing any such disqualification and suspension, the Board and the administration follows requirements of the Ohio Revised Code concerning discipline, suspension and termination of employees (ORC 3319.081 (C)). The Superintendent or his/her designee will hold a conference with the employee before the Board conducts a hearing for discipline, suspension or termination purposes, in order to inform the employee of the recommended action and the reasons for it, and to give the employee an opportunity to challenge the facts or otherwise explain his/her actions.

(Approval date: January 20, 2004)

FAMILY AND MEDICAL LEAVE

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

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

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

[Adoption date: January 20, 2004]

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

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

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

FAMILY AND MEDICAL LEAVE

In accordance with the Federal Family and Medical Leave Act of 1993, an employee who has been employed for at least 12 months and for at least 1,250 hours during the previous 12-month period is entitled to an unpaid leave of absence of up to 12 continuous weeks during any contract year (July 1 - June 30) for one of the following reasons:

1. because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. because of the placement of a son or daughter with the employee for adoption or foster care;
3. in order to care for a spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter or parent has a serious health condition or
4. because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

If the employee already has been absent during the contract year for one of the reasons listed in (1) through (4) above, the leave will be considered a part of the 12-week period such that any other leave the employee is entitled to take under this policy will be for 12 weeks less the amount of such absent time already taken in that contract year.

Under (1) and (2) above, the employee is required to use all accrued paid vacation and personal leave first as a part of the 12-week period and then any remaining portion of the 12-week period will be unpaid. Under (3) and (4) above, the employee is required to use all accrued vacation, personal, and sick leave first as a part of the 12-week period and then any remaining portion of the 12-week period will be unpaid.

If leave under (3) or (4) is planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operation of the Bath Local Schools. Under (3) and (4) above, the employee may request that the leave be taken intermittently. The employee may not request intermittent leave under (1) or (2).

No leave may be taken unless the employee submits an application form for leave to his/her supervisor at least 30 days in advance of the leave or as soon as practicable and the Superintendent or his/her designee grants approval in writing. The employee must also provide the additional certification listed below depending on the nature of the leave:

Form A1: If the employee has been absent for a continuous period of three or more weeks during the contract year.

Form B1: If the employee is requesting leave under (2) above.

Form B2: If the employee is requesting leave under (4) above.

Form B3: If the employee is requesting intermittent leave under (3) and (4) above.

If the Superintendent or designee has reason to doubt the validity of the certification provided in Forms B1, B2, or B3, he/she may require the employee to obtain a second opinion from a school physician. If the second opinion is in conflict with the first, the Superintendent or designee may require the employee, at the Board's expense, to see a mutually agreed upon health care provider to give a final and binding opinion.

The employee's status, salary, and benefits will not be reduced upon his/her return because of the leave. The employee will continue to receive health benefits during the term of the leave. "Health benefits" include hospital, surgical, major medical, and dental benefits but do not include life insurance, disability income insurance, or other benefits. The employee must pay his/her contribution to health benefits to the CFO/Treasurer by the first day of each month if the employee wants continued coverage.

The Board may recover its contribution to the health benefits if the employee does not return to work after the leave for a reason other than continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control. (This refund can take place either by withholding from the employee's last check or by the employee paying the Board directly).

During the employee's leave, the Superintendent or designee may require the employee to report in writing periodically on the employee's status and intent to return to work.

If an employee goes on leave due to his/her own serious health condition that made the employee unable to perform his/her job, the employee must obtain and present a certification from the health care provider that the employee is able to resume work before returning to work (Form C).

(Approval date: January 20, 2004)

APPLICATION FOR FAMILY OR MEDICAL LEAVE

I hereby apply for family/medical leave for the following reason: (check one)

- Because of the birth of my son or daughter and in order to care for my son or daughter.
- Because of the placement of a son or daughter with me for adoption or foster care.
- In order to care for my spouse, or a son, daughter, or parent who has a serious health condition.
- Because of my serious health condition that makes me unable to perform the functions of my position.

I certify that I meet the eligibility requirements as set forth in the Family Medical Leave Policy. If I am applying for leave because I have a serious health condition or a member of my family does, I am also supplying medical certification in accordance with the Family Medical Leave Policy.

If I am applying for leave because I have a serious health condition, I authorize the Superintendent to contact my treating health care provider for information about my condition. I agree to cooperate fully with my treating health care personnel with knowledge of my condition to communicate with the District for the purpose of determining my condition. I agree to report on a monthly basis to my supervisor my status and intent to return to work during my leave. I further agree that if my leave is due to my own serious health condition that before being permitted to return to work, I will present a certification from my health care provider that I am able to resume work.

I understand that I must pay my portion of health benefits according to the payroll deduction schedule and related practices. I further understand that if I do not return to work after my leave for any reasons but a continuation, recurrence or onset of a serious health condition or other circumstances beyond my control. I will be obligated to repay to the Board the amount of my health insurance premiums it contributed on my behalf during my leave. I agree that said repayment may be made by deduction from any remaining paychecks.

I understand that my unpaid leave I might otherwise be entitled to will be reduced by paid leave in accordance with the Family and Medical Leave Policy.

If I have been absent for a continuous period of three or more weeks during this contract year, I have attached Form A1, a written explanation of this leave. I agree to supplement this explanation with medical certification if I am requested to do so by the Superintendent or designee.

Employee _____

Date _____

EXPLANATION OF PRIOR LEAVE

I hereby certify that my prior absence(s) during this contract year has (have) been for the following reason(s):

Number of Days

_____ Because of the birth of my son or daughter and in order to care for my son or daughter

_____ Because of the placement of a son or daughter with me for adoption or foster care

_____ In order to care for my spouse, or a son, daughter or parent who has a serious health condition

_____ Because of my serious health condition that makes me unable to perform the functions of my position

_____ Because of other reasons

Employee _____

Date _____

HEALTH CARE PROVIDER'S CERTIFICATION

To Health Care Provider: _____ (Employee) has applied for Family or Medical Leave under the District's policy. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that I have physically examined _____ (employee) and have determined that he/she has a serious medical condition because he/she has an illness injury, impairment, or physical or mental condition that involves: (check one)

- _____ inpatient care in a hospital, hospice, or residential medical care facility
- _____ an incapacity lasting three or more days involving continuing treatment by a health care provider
- _____ continuing treatment for a chronic or long-term health condition that if not treated would likely result in an incapacity of three or more days

I also hereby certify that he/she is unable to perform the functions of his/her position.

My diagnosis is:

This serious health condition began on _____ and will probably continue until _____.
(Date) (Date)

I also certify that he/she will continue to be under my care for treatment for his/her disability.

Health Care Provider

Signature _____

Date _____

HEALTH CARE PROVIDER'S CERTIFICATION

To Health Care Provider: _____ (employee) has applied for Family or Medical Leave under District's policy. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that _____ (employee) is needed to care for his/her son/daughter/spouse/parent because such relative has a serious medical condition because he/she has an illness, injury, impairment, or physical or mental condition that involves: (check one)

- _____ inpatient care in a hospital, hospice, or residential medical care facility
- _____ an incapacity lasting three or more days involving continuing treatment by a health care provider
- _____ continuing treatment for a chronic or long-term health condition that if not treated would likely result in an incapacity of three or more days

My diagnosis is:

This serious condition began on _____ (date) and will probably continue until _____ (date). I estimate that _____ (employee) will have to care for his/her relative until _____ (date).

Health Care Provider

Signature _____

Date _____

HEALTH CARE PROVIDER'S CERTIFICATION

To Health Care Provider: _____ (employee) has applied for Family or Medical Leave under the District's policy. Please complete the information outlined below so that the employee's eligibility can be determined.

If the employee has requested intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment are listed below.

If the employee has requested intermittent leave or leave on a reduced leave schedule for his/her own serious medical condition. I have stated below the medical necessity and the expected duration of such leave.

If the employee has requested the intermittent leave or leave on a reduced leave schedule to care for a son/daughter/spouse/parent. I have stated below why such leave is necessary for the care of the relative or how it will assist in their recovery and the expected duration and schedule of such leave.

Explanation:

Health Care Provider

Signature _____

Date _____

HEALTH CARE PROVIDER'S CERTIFICATION
OF ABILITY TO RETURN TO WORK

I hereby certify that I have physically examined _____ (employee)
and have determined that he/she is able to resume all the essential functions of his/her job.

The following limits, qualifications, or accommodations exist or are necessary for the employee
to resume his/her essential functions:

Health Care Provider

Signature _____

Address _____

Telephone Number _____

Date _____

PROFESSIONAL STAFF POSITIONS

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

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

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

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

[Adoption date: January 20, 2004]

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

PROFESSIONAL STAFF POSITIONS

Employment of Certified Teachers

Effective October 29, 1993, every job applicant finalist must undergo a BCII background check through fingerprints. This applies to all employees who have student contact in performance of their duties.

The employment of a teacher is made by the Superintendent and is subject to the approval and confirmation of the ESC Superintendent and the local board of education as provided by law (unless another agreement exists). A letter of intent to employ may be issued by the local superintendent if the starting date falls between established board meetings or circumstances warrant the need for a letter.

To be eligible for employment as a teacher in the Bath Local Schools, an applicant must possess or be eligible for a teacher's certificate, valid in the state of Ohio. Upon employment, a copy of same shall be filed in the office of the Superintendent.

An applicant for employment must have completed a four-year baccalaureate course from an approved college or university. However, when properly qualified and certified teachers are not available, the Superintendent may recommend for employment, on an emergency basis, teachers with less than a degree. In all cases, the employment is considered temporary in nature.

Before the employment is considered complete, the candidate must furnish the following:

1. complete application;
2. complete and official transcript;
3. copy of the discharge papers, if the applicant served in the armed forces;
4. certified copy of unused sick leave transfer;
5. certified copy of public school teaching experience in other school systems;
6. complete income tax withholding statement;
7. complete teacher's retirement form;
8. complete forms for medical, prescription drug, dental and life insurance or sign waiver and
9. show evidence of citizenship.

(Approval date: January 20, 2004)

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS
(Teachers)

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

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

Teacher Contracts

Written contracts of employment shall be issued to all professional 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 of one to five years in length is given to a teacher new to the District.

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 a continuing contract.

3. Continuing contract

When a teacher employed under a limited contract is issued a teaching certificate of a higher grade (professional or permanent) or a five-year license and has taught three of the last five years in the District, he/she is eligible for consideration for a continuing contract at the expiration of his/her limited contract.

A teacher who has obtained continuing contract status elsewhere in Ohio becomes eligible for a continuing contract upon employment but must be considered for tenure after two years' service in the District.

A teacher who meets all legal qualifications for a continuing contract, but who is not recommended by the Superintendent and approved by the Board for a continuing contract is offered an extended limited contract or is nonrenewed. The teacher must be notified of the Board's action to not re-employ, in writing by the CFO/Treasurer, on or before April 30.

The Superintendent may recommend re-employment of such teacher if continuing service status has not been attained in another district, under an extended limited contract not to exceed two years, with the reasons directed at professional improvement of the teacher. This option is available only after the Board first rejects the Superintendent's recommendation for tenure. The Superintendent may not recommend an extended limited contract as an initial recommendation.

Written notification of the Superintendent's recommendation as well as the Board's action to issue a one- or two-year extended limited contract must be received by the teacher on or before April 30 of the year in which his/her contract expires. If the teacher accepts the extended limited contract, a subsequent contract, if granted, must be a continuing contract.

4. Supplemental contracts

Supplemental contracts are entered into with each teacher who performs assigned supplemental duties for which compensation is authorized. Such contracts are issued for one year and are separate from teaching contracts. Elimination or creation of assignments for extra duties are made at the discretion of the Superintendent, subject to approval by the Board.

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

[Adoption date: January 20, 2004]

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

CROSS REF.: GCB, all subcodes

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS
(Administrators)

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

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

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

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

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

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

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

Before March 31, any administrator whose contract expires at the end of the school year is notified by the Board of the date on which the contract expires and of the individual's right to

request a meeting with the Board in executive session to discuss the reasons for considering renewal or nonrenewal of his/her contract. Also prior to March 31 of the year in which the contract of employment expires, any administrator whom the Board intends to nonrenew receives written notification of the Board's intent not to re-employ.

1 of 2

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

[Adoption date: January 20, 2004]

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

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS
(Administrators)

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

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

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

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

(Approval date: January 20, 2004)

PROFESSIONAL STAFF SALARY SCHEDULES

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

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

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

[Adoption date: January 20, 2004]

LEGAL REFS.: ORC 3317.13; 3317.14
3319.12

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF SUPPLEMENTAL CONTRACTS

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

A teacher who is offered and undertakes a supplemental assignment, including but not limited to a coaching duty, enters into a one-year limited contract with the Board, which automatically terminates upon the expiration date.

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

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

The Board directs the Superintendent/designee to identify supplemental contract positions that supervise, direct or coach a student activity program which involves athletic, routine/regular physical activity or health and safety considerations. Upon the identification of the position, the individual must complete the requirements established by the Ohio Department of Education, Ohio law and the Ohio Administrative Code.

[Adoption date: January 20, 2004]

LEGAL REFS.: ORC 3313.53; 3319.08; 3319.11

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

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF FRINGE BENEFITS

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

[Adoption date: January 20, 2004]

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

CROSS REF.: EI, Insurance Management

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF FRINGE BENEFITS/
SUPPORT STAFF FRINGE BENEFITS

Support and Professional

It is the responsibility of the employer to notify any employee who has worked and has been covered by group hospitalization insurance, paid in part by the Bath Board of Education, that same said coverage will continue to be available to an employee at his/her cost after termination of his/her employment.

The Board will continue the health insurance as provided by or made available to its employees on the same policy basis with the employee making the required financial contribution in its entirety. The rate is the current group rate without disability, life, dental and vision or prescription drug benefits. The Board notifies the employee of the amount and due date for payment. This notification is in writing and the employee must respond in writing either to the acceptance or rejection. The employee must pay the contribution in advance each month.

Group health benefits continued under this policy terminate at the earliest of:

1. six months following the date on which the employee's coverage would have otherwise terminated;
2. the date the employee fails to make the required monthly contribution;
3. the date the employee becomes eligible for Medicare;
4. the date the employee becomes covered or eligible for coverage under another group plan, which did not cover the employee at the time of his/her employment termination
or
5. the date the employer terminates the group contract, unless replaced by a similar coverage.

(Approval date: January 20, 2004)

PROFESSIONAL STAFF LEAVES AND ABSENCES

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

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

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

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

[Adoption date: January 20, 2004]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2611 et seq.

ORC 124.38

3313.20; 3313.211

3319.08; 3319.09; 3319.13; 3319.131; 3319.14; 3319.141; 3319.143

CROSS REF.: GBR, Family and Medical Leave

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF LEAVES AND ABSENCES/
SUPPORT STAFF LEAVES AND ABSENCES

Support and Professional

1. An unpaid leave of absence is defined as a Board approved absence from work. An employee is not paid salary, wages or Board paid (including partially Board paid) fringe benefits while on an unpaid leave of absence.
2. The individual employment contract of any employee on an unpaid leave of absence continues to run during the period of such leave, and shall, therefore, be subject to renewal, nonrenewal or suspension as otherwise provided by law.
3. All requests for unpaid leave of absence must be submitted in writing to the Superintendent. The request includes the purpose and the proposed starting and ending dates of leave.
4. Requests are submitted as far in advance of the requested leave date as possible. An unreasonably or unnecessarily brief notification, in the sole judgment of the Superintendent, constitutes sufficient reason to deny the request.
5. An unpaid leave of absence requested for the purpose of the employee's illness or disability is granted for a period not to exceed 19 weeks.
6. An employee may continue to participate in District group insurance programs only if he/she is willing to assume the full cost of such coverage. The employee in the manner prescribed by the CFO/Treasurer's office makes such payments monthly, in advance.
7. Use of leave of absence for a purpose other than that stated in the approved leave request constitutes grounds for termination of the employee's contract.
8. Time spent on an approved leave of absence does not count towards salary schedule increments. An approved leave of absence is not considered an interruption of continuous service for the purpose of determining seniority.
9. Upon the expiration of the leave, the employee assumes the contract status held at the time the leave was granted, including a modification of that status arising out of number two, above.
10. Short-term leave for five days or less may be granted by the Superintendent, without pay. Requests for said leave are submitted in writing to the appropriate office at least five days in advance of the requested starting date of the leave. The request includes a statement from the member's immediate supervisor stating that a qualified substitute is

available for the period of the leave. During a short-term leave, only salary or wages will be deducted.

11. Previously retired administrators return to employment with no sick leave balance, but may accumulate sick leave once re-employed.

Jury Duty

The Board pays a full-time employee, including hourly and per-diem employees, the difference between such employee's regular compensation and the remuneration received by him/her for serving as a juror

1. Upon receipt of a summons to appear for jury duty, an employee is to notify his/her immediate supervisor, presenting an original or copy of the summons.
2. Arrangements are made with the supervisor to cover the employee's work area while serving as juror.
3. Upon receipt of remuneration for jury duty, an employee immediately makes payment to the CFO/Treasurer of remuneration so the employee will have no payroll deduction.

(Approval date: January 20, 2004)

PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

Vacations

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

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

Holidays

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

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

[Adoption date: January 20, 2004]

LEGAL REFS.: ORC 3313.20; 3313.63

PROFESSIONAL STAFF RECRUITING

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

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

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

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

[Adoption date: January 20, 2004]

LEGAL REF.: OAC 3301-35-03

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

PROFESSIONAL STAFF HIRING

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

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

The following guidelines are used in the selection of personnel.

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

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

Employment of Retired Administrators

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

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

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

1 of 2

[Adoption date: January 20, 2004]

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

ORC 3313.53

3319.02; 3319.07; 3319.11; 3319.21; 3319.22-3319.31; 3319.39

3323.06

OAC 3301-35-03(A)

CROSS REFS.: AC, Nondiscrimination/Antiharassment

ACA, Nondiscrimination on the Basis of Sex

ACB, Nondiscrimination on the Basis of Disability

GBA, Equal Opportunity Employment

GBQ, Criminal Record Check

PROFESSIONAL STAFF HIRING

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

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

(Approval date: January 20, 2004)

PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

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

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

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

[Adoption date: January 20, 2004]

LEGAL REFS.: ORC 3317.13
3319.08; 3319.10; 3319.13

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

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

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

Assignment to Nonpublic Schools

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

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

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

Administrators

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

[Adoption date: January 20, 2004]

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

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF TIME SCHEDULES

Administrators

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

Teachers

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

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

Professional Staff Lunch Period

Personnel may leave their respective buildings during their lunch period under the following conditions:

1. The building principal has not issued a prior request on a given day for staff members to remain in the building.
2. All members of a given team or department do not leave the building during the same lunch period unless prior clearance is given by the respective building principal.
3. Staff members are to personally sign out with the principal or the principal's secretary before leaving the building.

[Adoption date: January 20, 2004]

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

CROSS REFS.: IC, School Year
ICA, School Calendar

CONTRACT REF.: Teachers' Negotiated Agreement

Bath Local School District, Lima, Ohio

PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

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

Opportunities for professional growth are provided through such means as:

1. planned in-service programs and workshops offered within the District from time to time;
2. released time for visits to other classrooms and schools and for attendance at conferences, workshops and other professional meetings;
3. leaves of absence for advanced educational training and
4. credit on the salary schedule for additional approved 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: January 20, 2004]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF PROFESSIONAL STAFF
(Teachers)

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

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

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

[Adoption date: January 20, 2004]

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

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF PROFESSIONAL STAFF
(Administrators Both Professional and Support)

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

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

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

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

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

[Adoption date: January 20, 2004]

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

CROSS REF.: GBL, Personnel Records

EVALUATION OF PROFESSIONAL STAFF
(Administrators Both Professional and Support)

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

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

(Approval date: January 20, 2004)

REDUCTION IN PROFESSIONAL STAFF WORKFORCE

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

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

Suspension of Administrative Contracts

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

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

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

[Adoption date: January 20, 2004]

LEGAL REF.: ORC 3319.17

CONTRACT REF.: Teachers' Negotiated Agreement

REDUCTION IN PROFESSIONAL STAFF WORKFORCE

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

1. To the extent possible, the number of staff members affected by a reduction in force will be minimized by not employing replacements for staff members who retire, resign or whose contracts are not renewed for reasons other than reduction in force.
2. Reductions needed beyond those resulting from attrition are made by suspending or nonrenewing contracts. Those contracts to be suspended are chosen as follows.
 - A. All staff members are placed on seniority lists. Seniority is defined as the length of continuous service in the District. Seniority is not interrupted by authorized leaves of absence.
 - B. Reductions shall be made with preference being given first to staff members with continuing contracts and secondly to seniority.
 - C. If two or more staff members have the same length of continuous service, seniority will be determined by:
 - 1) the date of the Board meeting at which the staff member was hired;
 - 2) next, by the date on which the staff member signed his/her initial contract in the District (in the event two or more staff members were hired on the same date) and
 - 3) then, the date on which the staff member submitted the first completed job application within the two-year period preceding the effective date of the staff member's first contract with the Board, if the date is known.

If a tie remains after steps 1, 2 and 3, the Superintendent decides which contract is suspended.

3. The names of staff members whose contracts are suspended in a reduction-in-force action are placed on a recall list for up to 12 months from the date of the reduction. Staff members on the recall list have the following rights.
 - A. No new staff members will be employed by the Board while there are staff members on the recall list who are certificated/licensed to fill the vacancy.
 - B. Staff members on the recall list are recalled in order of seniority for vacancies in areas for which they are certificated/licensed.

- C. If a vacancy occurs, the Board will send an announcement via certified mail to the first known address of all staff members on the recall list who are qualified according to these provisions. It is the staff member's responsibility to keep the Board informed of his/her current address. All staff members are required to respond in writing to the District office within seven calendar days. The most senior of those responding is offered the vacant position. Any staff member who fails to accept the position within seven calendar days forfeits all recall rights.
- D. A staff member on the recall list, upon acceptance of the notification to resume active employment status, returns to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as he/she held at the time of layoff. A staff member on the recall list who is unemployed and does not otherwise have group insurance coverage available may continue to participate for up to 18 months in those benefits which are provided to in active employment, provided that the staff member pays 102% for such benefits.

Suspension of Administrative Contracts

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

1. If it is necessary to achieve a reduction in the administrative staff, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making his/her recommendation, the Superintendent will give consideration to administrators who have the greater seniority of service with the District among those who are properly certificated/licensed for a particular position. However, the Board recognizes that administrative positions are not interchangeable, and that the primary factor in any reduction of administrators will be the best interest of the District.
2. Any administrator whose contract is to be suspended as the result of a reduction in the administrative staff shall be notified, in writing, of his/her intended suspension at least 15 calendar days prior to the Board meeting at which the action is to be taken.
3. The suspension shall not become effective sooner than 30 days after said action.
4. Administrators who had a continuing contract as a teacher prior to being employed by the District as an administrator shall be offered a position in the District as a classroom teacher in his/her area of certification/licensure, provided he/she possesses more seniority of service than the teacher with the least seniority of service who is currently employed.
5. Administrators whose contracts are suspended shall be on the administrative recall list for a period of two years from the last day of active employment by the District unless the administrator has accepted, prior to such time, other employment.

6. Administrators who are on the administrative recall list shall have the right of recall only to their prior position (i.e., “assistant principal at the middle school”) and only if the Board reinstates that position. However, the Board will consider such administrators for openings occurring in any other administrative position for which the administrator is qualified and holds the appropriate certification/licensure. The primary factor in filling administrative positions will be the best interested of the District.
7. An administrator shall be notified of a recall by certified mail and must accept, in writing, the employment within 15 days of service of the recall notice. It is the administrator’s responsibility to maintain a current mailing address with the Board. Failure to accept recall within 15 days shall be interpreted as an indication that the administrator does not wish to return to active employment in the District and shall result in the removal of the administrator from the recall list. If the recall occurs after August 1, the administrator must respond in writing within five days or he/she will be removed from the recall list.

(Approval date: January 20, 2004)

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

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

[Adoption date: January 20, 2004]

LEGAL REFS.: ORC 3319.02; 3319.15

SEVERANCE PAY

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

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

[Adoption date: January 20, 2004]

LEGAL REFS.: ORC 9.90
124.39

CONTRACT REF.: Teachers' Negotiated Agreement

SEVERANCE PAY

Retirement

Severance pay is based on a one-time, lump sum payment to eligible employees. An employee's eligibility for severance pay is determined as of the final date of employment. The criteria are as follows.

1. The individual retires from the District.
2. Retirement is disability retirement or service retirement under any state or municipal retirement system in this state.
3. The individual must be eligible for disability or service retirement as of the last date of employment.
4. The individual must prove acceptance into the retirement system within 120 days of his/her last day of employment by having received and cashed his/her first retirement check.
5. The individual must have not fewer than 10 years of service with this District, the state or its political subdivisions, or any combination thereof.
6. The individual must sign for his/her severance check certifying that all eligibility criteria have been met.

The amount of the benefit due an employee shall be calculated by:

1. multiplying the employee's accrued but unused sick leave by the appropriate formula and
2. multiplying the product times the per-diem rate of pay appropriate for that individual's placement on the salary schedule at the time of retirement.

The amount of the benefit calculated in steps one and two shall not exceed the value of the number of days accrued but unused sick leave specified in the administrators contract or collective bargaining agreement.

Receipt of payment for accrued but unused sick leave eliminates all sick leave credit accrued by the employee.

The Board pays severance pay to the estate or life insurance beneficiary of an employee eligible to retire who dies while actively employed.

(Approval date: January 20, 2004)

SUSPENSION AND TERMINATION OF PROFESSIONAL STAFF MEMBERS

Suspension

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

Termination

The contract of a professional staff member may be terminated for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board or for other good and just cause. Before terminating any contract, the Board furnishes the professional staff member with a written notice signed by the CFO/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 be suspended or terminated only under the terms of the collective bargaining agreement and/or State law.

[Adoption date: January 20, 2004]

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

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Teachers' Negotiated Agreement

TUTORING FOR PAY

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

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

1. Tutoring is done after the regular school day unless special exceptions are approved by the Superintendent.
2. Tutoring in the school must have the approval of the principal and must be in accordance with District requirements and guidelines for community use of school facilities.
3. 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: January 20, 2004]

SUPPORT STAFF POSITIONS

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

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

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

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

[Adoption date: January 20, 2004]

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

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

Contracts

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

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

Compensation Plans

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

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

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

[Adoption date: January 20, 2004]

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

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

SUPPORT STAFF SALARY SCHEDULES

The Board develops salary schedules which:

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

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

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

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

[Adoption date: January 20, 2004]

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

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF FRINGE BENEFITS

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

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

[Adoption date: January 20, 2004]

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

CROSS REF.: EI, Insurance Management

CONTRACT REF.: Support Staff Negotiated Agreement

PROFESSIONAL STAFF FRINGE BENEFITS/
SUPPORT STAFF FRINGE BENEFITS

Support and Professional

It is the responsibility of the employer to notify any employee who has worked and has been covered by group hospitalization insurance, paid in part by the Board, that same said coverage will continue to be available to an employee at his/her cost after termination of his/her employment.

The Board will continue the health insurance as provided by or made available to its employees on the same policy basis with the employee making the required financial contribution in its entirety. The rate is the current group rate without disability, life, dental and vision or prescription drug benefits. The Board notifies the employee of the amount and due date for payment. This notification is in writing and the employee must respond in writing either to the acceptance or rejection. The employee must pay the contribution in advance each month.

Group health benefits continued under this policy terminate at the earliest of:

1. six months following the date on which the employee's coverage would have otherwise terminated;
2. the date the employee fails to make the required monthly contribution;
3. the date the employee becomes eligible for Medicare;
4. the date the employee becomes covered or eligible for coverage under another group plan, which did not cover the employee at the time of his/her employment termination or
5. the date the employer terminates the group contract, unless replaced by a similar coverage.

(Approval date: January 20, 2004)

SUPPORT STAFF LEAVES AND ABSENCES

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

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

[Adoption date: January 20, 2004]

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

CROSS REF.: GBR, Family and Medical Leave

CONTRACT REF.: Support Staff Negotiated Agreement

PROFESSIONAL STAFF LEAVES AND ABSENCE/
SUPPORT STAFF LEAVES AND ABSENCES

Support and Professional

1. An unpaid leave of absence is defined as a Board approved absence from work. An employee is not paid salary, wages or Board-paid (including partially Board paid) fringe benefits while on an unpaid leave of absence.
2. The individual employment contract of any employee on an unpaid leave of absence continues to run during the period of such leave, and shall, therefore, be subject to renewal, nonrenewal or suspension as otherwise provided by law.
3. All requests for unpaid leave of absence must be submitted in writing to the Superintendent. The request includes the purpose and the proposed starting and ending dates of leave.
4. Requests are submitted as far in advance of the requested leave date as possible. An unreasonably or unnecessarily brief notification, in the sole judgment of the Superintendent, constitutes sufficient reason to deny the request.
5. An unpaid leave of absence requested for the purpose of the employee's illness or disability is granted for a period not to exceed 19 weeks.
6. An employee may continue to participate in District group insurance programs only if he/she is willing to assume the full cost of such coverage. The employee in the manner prescribed by the CFO/Treasurer's office makes such payments monthly, in advance.
7. Use of leave of absence for a purpose other than that stated in the approved leave request constitutes grounds for termination of the employee's contract.
8. Time spent on an approved leave of absence does not count towards salary schedule increments. An approved leave of absence is not considered an interruption of continuous service for the purpose of determining seniority.
9. Upon the expiration of the leave, the employee assumes the contract status held at the time the leave was granted, including a modification of that status arising out of number two, above.
10. Short-term leave for five days or less may be granted by the Superintendent, without pay. Requests for said leave are submitted in writing to the appropriate office at least five days in advance of the requested starting date of the leave. The request includes a statement from the member's immediate supervisor stating that a qualified substitute is

available for the period of the leave. During a short-term leave, only salary or wages will be deducted.

Jury Duty

The Board pays a full-time employee, including hourly and per-diem employees, the difference between such employee's regular compensation and the remuneration received by him/her for serving as a juror

1. Upon receipt of a summons to appear for jury duty, an employee is to notify his/her immediate supervisor, presenting the original or copy of the summons.
2. Arrangements are made with the supervisor to cover the employee's work area while serving as juror.
3. Upon receipt of remuneration for jury duty, an employee immediately makes payment to the CFO/Treasurer of remuneration so the employee will have no payroll deduction.

(Approval date: January 20, 2004)

SUPPORT STAFF VACATIONS AND HOLIDAYS

Vacations

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

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

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

[Adoption date: January 20, 2004]

LEGAL REFS.: ORC 1.14
3319.084; 3319.086; 3319.087

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF HIRING

Effective October 29, 1993, every job applicant finalist must have a BCII background check through fingerprints. This applies to all employees who have student contact in their performance of duties.

Through its employment policies, the Board will attempt to attract, secure and retain the highest qualified personnel for all positions.

The Superintendent and others to whom he/she delegates this responsibility determine the needs of the District and recommend suitable candidates for employment to the Board. Through effective recruiting and evaluation procedures, the Superintendent attracts and recommends to the Board the employment and retention of personnel who are motivated to do their best work and to be creative from their own inner resources.

It will be the duty of the Superintendent to see that persons nominated for employment in the schools meet 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 discrimination in the hiring process due to age, gender, race, color, national origin, disability, religion and ancestry.
2. The quality of instruction is enhanced by a staff with a wide variation in background and previous experience. Concerted efforts are made to maintain a diverse staff.
3. Interviewing and selection procedures assure that the administrator/supervisor to be directly responsible for the work of a staff member has an opportunity to aid in the selection; however, the final selection will be made or approved by the Superintendent.
4. No candidate is hired without a personal interview. References are carefully checked.
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 seek to recommend the best-qualified person for the job.
6. In making these recommendations, the Superintendent carefully observes all pertinent laws as well as any regulations that may be approved from time to time by the Board.
7. Conditions of employment for non-teaching staff members as well as wages, hours and other items of this nature are fixed by the Board upon the recommendation of the Superintendent or are determined by the Negotiated Agreement.

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

1 of 2

Before the employment is considered complete, the candidate must furnish the following:

1. complete application;
2. complete income tax withholding statement;
3. complete forms for medical, prescription drug, dental and life insurance, or sign a waiver and
4. show evidence of citizenship.

[Adoption date: January 20, 2004]

PART-TIME, TEMPORARY AND SUBSTITUTE SUPPORT STAFF EMPLOYMENT

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

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

Part-time, temporary and substitute support staff employees are paid in accordance with hourly rates established by the Board. Substitute and temporary employees are entitled to sick leave at the rate established by law. Regularly employed part-time employees are entitled to sick leave on a prorated basis, based on a full-time schedule. Other privileges and benefits may be provided to regularly employed part-time employees.

[Adoption date: January 20, 2004]

LEGAL REFS.: ORC 124.27
3319.081; 3319.141

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF ORIENTATION

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

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

[Adoption date: January 20, 2004]

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

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

Assignments to Nonpublic Schools

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

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

[Adoption date: January 20, 2004]

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

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF TIME SCHEDULES

The Superintendent, in consultation with appropriate administrators, establishes work schedules for the support staff.

[Adoption date: January 20, 2004]

LEGAL REF.: ORC 3319.086

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF EXTRA DUTY

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

[Adoption date: January 20, 2004]

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

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

CONTRACT REF.: Support Staff Negotiated Agreement

SUPPORT STAFF EXTRA DUTY

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

(Approval date: January 20, 2004)

SUPPORT STAFF DEVELOPMENT OPPORTUNITIES

Support staff training and development are 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: January 20, 2004]

LEGAL REF.: OAC 3301-35-03

EVALUATION OF SUPPORT STAFF

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

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

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

[Adoption date: January 20, 2004]

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

CONTRACT REF.: Support Staff Negotiated Agreement

REDUCTION IN SUPPORT STAFF WORKFORCE

Whenever it becomes necessary to reduce the support staff because of financial reasons, job abolishment, management re-organization, lack of work or in the interest of economy, the procedures set forth in the Negotiated Agreement govern the rights of employees affected by the reduction.

[Adoption date: January 20, 2004]

LEGAL REFS.: ORC 124.32; 124.321
4141.29

CONTRACT REF.: Support Staff Negotiated Agreement

RESIGNATIONS OF SUPPORT STAFF

Written letters of resignation are required from employees who wish to resign their positions as regular employees of the school. All such letters are addressed to the Superintendent and should be received by his/her office at least 30 days in advance of the desired date of resignation.

[Adoption date: January 20, 2004]

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 most recent daily rate of pay is granted to professional staff employees in compliance with State law. Upon payment of severance pay, the retiring employee's sick leave accumulation is reduced to zero.

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

[Adoption date: January 20, 2004]

LEGAL REFS.: ORC 9.90
124.39

CONTRACT REF.: Teachers' Negotiated Agreement

SUSPENSION, DEMOTION AND TERMINATION OF SUPPORT STAFF MEMBERS

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

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

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

[Adoption date: January 20, 2004]

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

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Support Staff Negotiated Agreement