

## SECTION G: PERSONNEL

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| GDC*   | Classified/Support Staff Recruiting  |
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\* denotes areas of policy covered in this manual

## PERSONNEL POLICIES GOALS

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

The goals of the personnel program include:

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

[Adoption date: June 15, 2000]

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

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

## GENERAL PERSONNEL POLICIES

The Board shall direct the Superintendent to develop job descriptions for all employees. Such description shall become a part of Board policies at the time of hiring for that position. A copy of the job description shall be given to the respective employee at the time of employment. All job descriptions shall be on file in each principal's office. Job descriptions shall be reviewed periodically by the Board.

[Adoption date: June 15, 2000 ]

## EQUAL OPPORTUNITY EMPLOYMENT

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

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

[Adoption date: June 15, 2000]

[Revision date: April 16, 2009]

LEGAL REFS.: Civil Rights Act, Title VI; 42 USC 2000d  
Executive Order 11246, as amended by Executive Order 11375  
Equal Employment Opportunity Act, Title VII; 42 USC 2000e  
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; 42 USC 1324a et seq.  
Americans with Disabilities Act; 42 USC 12101 et seq.  
ORC Chapter 4112.02  
5903.01 (G)

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

## STAFF INVOLVEMENT IN DECISION MAKING

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

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, it is expected that they proceed through the recognized administrative channels. Final authority for all decisions rests with the Board.

[Adoption date: June 15, 2000]

LEGAL REF.: OAC 3301-35-03

CROSS REFS.: BF, Board Policy Development and Adoption  
CCB, Staff Relations and Lines of Authority  
CD, Management Team  
CE, Administrative Councils, Cabinets and Committees  
DBD, Budget Planning  
IF, Curriculum Development

CONTRACT REF.: Teachers' Negotiated Agreement

## STAFF 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 evaluation of employees, at no time shall any administrator responsible for the evaluation of an employee be directly related to that employee.

Employees must not use their influence or authority to secure authorization of a public contract including an employment contract, for a family member; spouse, child, grandparent, grandchild, parent, stepchild, or step parent, or any other family member related by blood or marriage who lives in the same household as the staff member.

[Adoption date: June 15, 2000]

[Revision date: August 20, 2009]

LEGAL REFS.: ORC 2921.42  
3313.811  
3319.21  
3329.10  
4117.20

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

## STAFF CONDUCT

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

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

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

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

[Adoption date: June 15, 2000]

[Revision date: June 21, 2004]

[Revision date: August 20, 2009]

LEGAL REFS.:            Gun Free Schools Act; 20 USC 8921  
                              ORC            124.34  
  2923.1212; 2923.122  
  3319.081; 3319.16; 3319.31; 3319.36

CROSS REFS.:            JFC, Student Conduct (Zero Tolerance)  
                                  KGB, Public Conduct on District Property

## 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, if members of the community, can participate in Board deliberations.

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

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

[Adoption date: June 15, 2000]

LEGAL REF.: ORC 3313.20

## 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 examination in compliance with Ohio law. The results of all physical examinations are filed with the Superintendent.

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

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

### Workers' Compensation

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

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

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

[Adoption date: June 15, 2000]

[Revision date: February 17, 2005]

LEGAL REFS.: ORC 3313.643; 3313.71; 3313.711

3327.10

4113.23

4123.01 et seq.

4123.35

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

GBCB, Staff Conduct

GBP, Drug-Free Workplace

GBQ, Criminal Record Check

GCBC Professional Staff Fringe Benefits

GDBC, Support Staff Fringe Benefits

Staff Handbooks

## STAFF HEALTH AND SAFETY

### Workers' Compensation Benefits Eligibility – Chemical Testing

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

### Testing Procedures

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

1. Within eight hours of the injury, the employee's blood alcohol level tests equal to or greater than .08%\*.
2. Within eight hours of the injury, the employee's breath alcohol level tests equal to or greater than .08g/210L\*.
3. Within eight hours of the injury, the employee's urine alcohol level tests equal to or greater than .11g/100 ml\*.
4. Within 32 hours of the injury, the employee tests above both the following levels established for an enzyme multiplied immunoassay technique 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 500ng/ml of urine for the GC/MS test;
  - B. for cannabinoids, 50ng/ml of urine for the EMIT test and 15ng/ml of urine for the GC/MS test;
  - C. for cocaine, including crack cocaine, 300ng/ml of urine for the EMIT test and 150ng/ml of urine for the GC/MS test;
  - D. for opiates, 2000ng/ml of urine for the EMIT test and 2000ng/ml of urine for the GC/MS test and
  - E. for phencyclidine, 25ng/ml of urine for the EMIT test and 25ng/ml of urine for the GC/MS test.

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

#### Legal Protections

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

#### Confidentiality

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

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

[Adoption date: February 17, 2005]

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

Communicable Diseases

The Board recognizes that the control of the transmission of communicable diseases is essential to providing a working and learning environment which promotes the health and safety of all individuals. The Board desires to protect the individual rights and health of students or employees who may be infected with a communicable disease as well as protecting the health of the noninfected students, staff and public.

The Board, therefore, directs the administration to implement procedures for the prevention, control and containment of communicable diseases within the District and various students' programs it serves, consistent with the most current medical knowledge regarding disease transmission and local, State and Federal statutes and regulations.

Norwood City Schools will follow the recommended guidelines from the Ohio Department of Health regarding inclusion and readmission of students with communicable diseases or infections known to be transmitted by any form of casual contact and considered a threat to others.

[Adoption date: June 15, 2000]

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

## STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

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

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

[Adoption date: June 15, 2000]

LEGAL REFS.: Intergovernmental Personnel Act, § 4728  
ORC 124.57  
3315.07

## STAFF-STUDENT RELATIONS

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

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

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

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

#### Social Networking Web Sites

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

Violation of the prohibitions listed above will result in staff and/or student discipline in accordance with State law, Board policies and regulations, the Student Code of Conduct and/or staff negotiated agreements. Nothing in this policy prohibits District staff and students from the use of education web sites.

[Adoption date:       October 15, 2009]

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

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 activities, employee recognition activities and certain routine meetings that may be enhanced by such amenities.

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

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

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

### Travel Vendor Compensation

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

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

### Solicitations

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

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

[Adoption date: June 15, 2000]

Norwood City School District, Norwood, Ohio

Revision date: February 21, 2002

LEGAL REFS.: ORC 117.10  
3313.81; 3313.811  
3315.15  
3329.10

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

## SMOKING /TOBACCO USE BY STAFF MEMBERS

Health professionals have determined that smoking and tobacco use can be detrimental to one's health. Specifically, smoking poses not only a health safety issue for the smoker, but secondhand smoke can produce health hazards for nonsmokers as well.

Recognizing these health issues, the Board prohibits smoking and the use of tobacco on all District-owned, leased or contracted property. Property includes any structure, (including outbuildings, stadiums, refreshment stands) vehicles, and grounds. Tobacco use is also prohibited by staff at all events away from school property where they represent the school district.

Notices shall be posted on all District-owned, leased or contracted property.

[Adoption date: June 15, 2000]

[Revision date: August 14, 2003]

[Revision date: October 21, 2004]

LEGAL REFS.: ORC 3313.20; 3313.47  
3791.031

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

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

## SMOKING\TOBACCO USE BY STAFF MEMBERS

The Board has declared that all District-owned, leased or contracted, buildings, facilities, grounds and vehicles shall be smoke and tobacco-free. Tobacco use is also prohibited by staff at all events away from school property where they represent the school district.

Staff members who violate this policy shall be considered in violation of reasonable rules and regulations of the Board, resulting in possible suspension or dismissal.

School district property shall have signs posted stating that the use of tobacco products is prohibited.

(Approval date: June 15, 2000)

(Revision date: August 14, 2003)

(Revision date: October 21, 2004)

## PERSONNEL RECORDS

The Superintendent will be responsible for the development, implementation and maintenance of a comprehensive and efficient system of personnel records. The Superintendent may appoint one or more administrators to assist in the maintenance of the system and to conduct investigations according to the provisions of the Ohio Privacy Act. The following guidelines govern such records.

1. Personnel folders will contain records and information relative to compensation, payroll deductions, evaluations and such information as may be required by the State or Federal law or considered by the Superintendent to be necessary and relevant to the functions of the District. Anonymous material or material from an unidentified source will not be placed in an employee's file.
2. A personnel folder for each employee will be 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. The folder will maintain only information which is accurate, relevant, timely and complete. Personal information will be eliminated from the system when it is no longer necessary.
3. State law requires that all public records be promptly prepared and made available to any member of the general public at all reasonable times during regular business hours. Upon request, the person responsible for maintenance of the public records is required to make copies available at cost within a reasonable time.
4. The public will have 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
  - F. records of which the release is prohibited by Ohio or Federal law

Additional exceptions are listed in Ohio Revised Code Section 149.43

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

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

6. Each employee has the right, upon written request, to review the contents of his/her own personnel file. Exceptions to this shall include medical, psychiatric or psychological information determined by a physician, psychiatrist or psychologist to be likely to have an adverse effect upon the employee. Requests should be made to the Superintendent and scheduled for a time convenient for the parties involved.
7. An employee may dispute the accuracy, relevance, timeliness or completeness of any personal information in his/her file by submitting a written request to the District to investigate the current status of the information. The District will investigate, make a determination as to the disputed information and notify the disputant of that determination. The District will delete any information that is determined to be inaccurate or cannot be verified. If, following the District's investigation, the disputant is not satisfied with the District's determination, the disputant may submit either of the following:
  - A. a brief statement of his/her position on the disputed information or
  - B. a brief notation of protest that the information is inaccurate, irrelevant, outdated or incomplete.

The District will include the statement or notation in any subsequent dissemination of the disputed information. The District reserves the right to limit the statement or notation to not more than 100 words. The District shall offer to assist the disputant in writing a clear summary of the dispute. Upon written request by the disputant, the District will furnish notification of deleted information or a copy of the disputant's statement or notation concerning the dispute to any person specifically designated by the disputant.

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

[Adoption date: June 15, 2000]

[Revision date: February 15, 2007]

[Revision date: July 16, 2009]

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

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

## EXTENDED GROUP HEALTH COVERAGE

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) provides for certain employees of the District and their dependents to be allowed to purchase extended group health insurance coverage for a limited period of time following their cessation of employment with the District.

### 1. Initial Notices

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

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

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

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

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

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

4. Early Retirement of Coverage

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

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

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

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

[Adoption date: June 15, 2000]

LEGAL REF.: Consolidated Omnibus Budget Reconciliation Act (COBRA)

## VERIFICATION OF EMPLOYMENT ELIGIBILITY

The Board complies with all aspects of the Immigration Reform and Control Act of 1986. The Board delegates to the Superintendent the responsibility of establishing procedures to ensure compliance with this act.

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

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

[Adoption date: June 15, 2000]

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

CROSS REF.: AC, Nondiscrimination/Harassment

## DRUG-FREE WORKPLACE

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

Because of the Board's commitment to provide a safe workplace, no employee shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in 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, vehicles or Board-approved vehicle used to transport students to and from school or school activities (at other sites off District property) or any school-sponsored or District activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of District authorities.

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

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

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

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

[Adoption date: June 15, 2000]

[Revision date: February 17, 2005]

LEGAL REFS.: Drug-Free Workplace Act of 1988; 41 USC 701 et seq.;  
20 USC 3474, 1221e-3(a)(1)  
Drug-Free Campus and Schools Act; 20 USC 3224(a), 34 CFR, §86  
ORC 4123.01 et seq.

Norwood City School District, Norwood, Ohio

4123.35

4123.54

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

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

## CRIMINAL RECORD CHECK

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

The Board may employ persons on the condition that the candidate submit to and pass a BCII and FBI criminal record check in accordance with the Ohio Revised Code. Any person conditionally hired who fails to pass a BCII criminal background record check is released from employment. 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/ FBI a statement that BCII/ FBI 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/ FBI and the individual's right to an additional free criminal record check from BCII / FBI upon request within 60 days.

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

Individuals who are licensed by the State Department of Education are required to submit criminal record checks for initial licenses, certificates or permits at the time of application; at all applications for renewal of licenses, certificates or permits; and every five years if teaching under an eight-year professional teaching certificate or permanent teaching certificate.

Subsequent criminal record checks are required every five (5) years, after hire date, for all employees who are not licensed by the State Board of Education, excluding those who operate vehicles for pupil transportation.

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

Any and all information obtained by the Board or persons under this policy is confidential and shall not be released or disseminated.

### Volunteers

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

### Contractors

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

[Adoption date: June 15, 2000]

[Revision date: May 17, 2001]

[Revision date: February 15, 2007]

[Revision date: January 10, 2008]

[Revision date: July 16, 2009]

LEGAL REFS.: Fair Credit Reporting Act 15 U.S.C. Sections 1681 et seq.  
ORC 109.57; 109.572; 109.575; 109.576  
2953.32  
3301.074  
3314.19; 3314.41  
3319.088; 3319.089; 3319.3.22; 3319.222; 3319.29; 3319.302; 331903;  
3319.304; 3319.391; 3319.392  
3319.291; 3319.311; 3319.313; 3319.315; 3319.39  
3327.10  
OAC 3301-27-01  
3301-83-06  
3301-83-10

CROSS REFS.: GBL, Personnel Records  
GCBB, Professional Staff Supplemental Contracts  
GCD, Professional Staff Hiring  
GCPD, Suspension and Termination of Professional Staff Members

File: GBQ

GDD, Classified/Support Staff Hiring  
GDBB, Support Staff Pupil Activity Contracts  
IIC, Community Instructional Resources (Also KF)  
IICC, School Volunteers  
LEA, Student Teaching and Internships

## FAMILY AND MEDICAL LEAVE

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

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

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

[Adoption date: June 15, 2000]

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

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

## FAMILY AND MEDICAL LEAVE

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

### Types of Leave

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

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

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

### Spouses Employed by the District

If a husband and wife eligible for leave are employed by the District, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to 12 weeks. An employee may not take FMLA leave to care for a parent-in-law. If a husband and wife eligible for leave are employed by the District, their combined amount of leave to care for a covered service members is limited to 26 weeks.

### Intermittent and Reduced Leave

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

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

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

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

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

### Benefits

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

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

### Notice

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

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

### Certification

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

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

### Restoration

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

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

### Instructional Employees

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

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

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

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

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

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

1. the leave will last at least three weeks and

2. the employee would return to work during the three-week period before the end of the semester.

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

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

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

#### Failure to Return

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

(Approval date: June 15, 2000)

[Revision date: October 15, 2009]

## PROFESSIONAL STAFF POSITIONS

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

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

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

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

### Certification/License

Valid certificates/licenses are required for all teachers. Copies of current certificates must be on file in the Superintendent's office. It is the teacher's responsibility to have a current certificate on file.

[Adoption date: June 15, 2000]

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

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS  
(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 whose contracts expire at the end of the school year receive a completed written evaluation at least 60 days prior to any action of the Board on their contracts of employment. Before March 31, any such employee is notified by the Board of the date on which the contract expires and of the individual's right to request a meeting with the Board in executive session to discuss the reasons for considering renewal or nonrenewal of his/her contract. Also prior to March 31 of the year in which the contract of employment expires, any administrator whom the Board intends to nonrenew receives written notification of the Board's intent not to re-employ.

The Board may issue a one-year temporary Educator License valid for employing a superintendent or any other administrator, conforming with Ohio law.

[Adoption date: June 15, 2000]

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

Norwood City School District, Norwood, Ohio

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 Educator License if the Board has determined that the individual:

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

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

(Approval date: June 15, 2000)

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.

[Adoption date: June 15, 2000]

LEGAL REFS.: ORC 3317.13; 3317.14  
3319.12

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL STAFF SALARY SCHEDULES

### Bachelor's Plus and Master's Plus Schedule

1. The teacher has the sole responsibility to make application to the Assistant Superintendent for acceptance on the Bachelor's Degree Plus or the Master's Degree Plus Schedule.
2. The application must be accompanied by an official transcript showing quarter hours or the equivalent semester hours earned after the bachelor's degree or master's degree was granted. The date on the transcript must show that courses were taken after the last degree was granted.
3. To be eligible for the Bachelor's Degree Plus Schedule, a teacher must show evidence that the 27 or more graduate/quarter hours are acceptable in an approved master's program. The only exceptions will be workshops and/or seminars that offer graduate credit and have prior approval from the Assistant Superintendent.
4. To be eligible for the Master's Degree Plus Schedule, a teacher must show evidence that the 27 or more graduate quarter hours are related directly to his/her teacher assignment or position.
5. All applications and questions are to be directed to the Assistant Superintendent.
6. If there are any doubts about the validity of the program a teacher plans to pursue, he/she should discuss such program with the Assistant Superintendent before getting involved in the course work.
7. Adjustments can be made to the Bachelor's Degree Plus and the Master's Degree Plus Schedules two times each year, September 30 and January 31. These are effective dates provided applications and transcripts have been turned in and approved.
8. Teachers probably will not see an adjustment in their checks until the following pay period. However, the effective date will assure the full salary increase.
9. If an application is approved, written notice will be sent from the Assistant Superintendent showing the date of approval.

(Approval date: June 15, 2000 )

## PROFESSIONAL STAFF SUPPLEMENTAL CONTRACTS

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

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

Supplemental contracts are one-year limited contracts. Supplemental contracts expire automatically at the end of their terms, with or without Board action.

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

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

[Adoption date: June 15, 2000]  
Revision date: September 21, 2006

LEGAL REFS.: ORC 3313.53;  
3319.08; 3319.11; 3319.111; 3319.39

OAC 3301-20-01  
3301-27-01; 3301-27-02

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

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL STAFF LEAVES AND ABSENCES

The Board provides a plan for considering leaves and absences for its staff members in accordance with Ohio and Federal laws and Board policies. 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.

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. An employee holds the same contract status held on the date on which his/her leave began when he/she returns to duty if his/her contract has not expired during the period of the leave of absence.

[Adoption date: June 15, 2000]

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; 3319.143

CONTRACT REF.: Teachers' Negotiated Agreement

## 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. The appropriate building administrator is expected to be involved in recruiting and interviewing.

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.

[Adoption date: June 15, 2000]

LEGAL REF.: OAC 3301-35-03

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

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL STAFF HIRING

The Superintendent determines the personnel needs and recommends qualified candidates for employment to the Board. 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 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.

[Adoption date: June 15, 2000]

[Revision date: September 18, 2003]

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

CROSS REFS.: AC, Nondiscrimination/Harassment  
ACA, Nondiscrimination on the Basis of Gender

File: GCD

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

## 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: June 15, 2000]

[Revision date: September 18, 2003]

LEGAL REFS.:           The Elementary and Secondary Education Act; 20 USC 1221 et seq.  
                          Fair Credit Reporting Act; 15 USC 1681 et seq.  
                          ORC           3317.13  
  3319.07; 3319.08; 3319.10; 3319.13; 3319.22-3319.31  
  3319.39; 3323.06  
                          OAC           3301-35-05; 3301-35-06

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

## PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

Persons employed as substitute teachers on a casual or intermittent basis shall be compensated at the casual substitute rate.

The Superintendent, or his/her designee, shall have the authority to pay any substitute teacher, at his/her discretion and dependent upon the length of service anticipated and the availability of qualified substitutes, at the extended rate. The Superintendent must reasonably anticipate that substitute duties will exceed 10 continuous workdays in one specific teaching position.

The Superintendent, or his/her designee, shall have the authority to pay any substitute teacher, at his/her discretion and dependent upon the length of service anticipated and the availability of qualified substitutes, at the long-term substitute rate. The Superintendent must reasonably anticipate that substitute duties will exceed continuous workdays in one specific teaching position.

Substitute teachers serving in one specific teaching position shall, after 60 continuous days of service in that position, be considered long-term substitutes and shall receive on a per diem basis a salary not less than the minimum salary on the current adopted teacher salary schedule.

A long-term substitute shall receive all the fringe benefits of a regular teacher once they exceed 60 continuous workdays in one specific teaching position.

(Approval date: June 15, 2000)

## 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.

### Additional Assignments

Each employee may be assigned such other duties as necessary for the effective administration of the Norwood Public Schools. Any event which concerns the safety, health and welfare of a student may be considered reason enough for a supervisor and/or principal to make an assignment to the employee.

### Assignment to Nonpublic Schools

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

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

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

### Administrators

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

[Adoption date: June 15, 2000]

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

CONTRACT REF.: Teachers' Negotiated Agreement

Norwood City School District, Norwood, Ohio

## PROFESSIONAL STAFF TIME SCHEDULES

### Administrators

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

### Teachers

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

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

Every employee is required to be at the building at the time set by his/her immediate supervisor. A "sign-in" and "sign-out" system shall be developed and adequate forms shall be kept in the office of the building principal.

[Adoption date: June 15, 2000]

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

CROSS REF.: ICA, School Calendar

CONTRACT REF.: Teachers' Negotiated Agreement

## 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 and
2. released time for visits to other classrooms and schools and for attendance at conferences, workshops and other professional meetings.

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

[Adoption date: June 15, 2000]

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

CROSS REF.: 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: June 15, 2000]

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

CROSS REF.: Professional Staff Handbook

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF PROFESSIONAL STAFF  
(Administrators Both Professional and Classified/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 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.

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 Ohio law. Evaluations are considered by the Board in determining whether to re-employ administrators. In addition, evaluations should assist administrators in developing their professional abilities in order to increase the effectiveness of District management.

The evaluation measures the administrator’s effectiveness in performing the duties included in his/her written job description. The evaluations are conducted annually by the Superintendent/designee. In order to provide time to show progress in correcting any deficiencies identified through the evaluation process, a completed evaluation shall be received by the administrator prior to any action by the Board relative to the administrator’s contract.

Evaluation criteria for each position is in written form and is 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: June 15, 2000]

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

CROSS REF.: GBL, Personnel Records

**EVALUATION OF PROFESSIONAL STAFF**  
(Administrators Both Professional and Classified/Support)

The following procedures shall be applicable to the evaluation of administrative personnel as defined in Ohio Revised Code, Section 3319.02 including supervisors and management level employees as defined in Ohio Revised Code, Section 4117.01.

**EVALUATION**

1. The Superintendent shall develop an evaluation instrument, which may be modified, from time to time as the Superintendent shall deem necessary. The instrument may be universal or may be particularized for a specific position.
2. The Superintendent shall conduct all evaluations of administrative personnel, unless the Superintendent designates another person to conduct an evaluation.
3. The evaluator shall employ criteria, which are designed to measure the administrator's effectiveness in performing the duties set forth in the written job description for the position held by the administrator.
4. Evaluation may include an assessment of the following:
  - A. The administrator's progress in meeting the administrator's plans and objectives set for the year in which the evaluation occurs.
  - B. The administrator's relationship with the administration, other administrators, teachers, and other staff members.
  - C. The administrator's activities and conduct occurring or undertaken away from school and in an off-duty capacity if such activity or conduct could impact on the effectiveness of the administrator reflects negatively on his/her status as a role model.
5. An evaluation may be conducted by direct observation of performance, or by other means of assessment.
6. Every evaluation shall be reduced to writing on the evaluation form. Pertinent materials may be appended to the evaluation instrument by the evaluator.

7. A pre-evaluation conference between the evaluator and the administrator may be conducted at the discretion of the evaluator.

**NUMBER OF EVALUATIONS/TIME PERIODS**

8. Every administrator shall be evaluated every year.
  - A. In the school year in which the administrator's contract does NOT expire, the evaluation shall be completed in that school year and a written copy shall be given to the administrator prior to the end of the last day of the administrator's contract year.
  - B. In the school year in which the administrator's contract is due to expire, TWO evaluations shall be conducted.
    1. The first, or "preliminary" evaluation shall be conducted at such time as to provide a written copy of the evaluation to the administrator at least sixty (60) days prior to any Board action on the administrator's contract.
    2. The second, or "final" evaluation shall be conducted at such time as to provide a written copy of the evaluation to the administrator at least five (5) days before any Board action on the administrator's contract.
  - C. The second, or "final" evaluation shall include the written recommendation of the Superintendent as to the renewal, the term of any recommended renewal, or non-renewal of the administrator's contract.

**NOTICE OF RIGHT TO MEETING**

9. On or before March 30, and before the Board takes action, each administrator whose contract will expire in, or at the end of, the current school year shall be given written notice of the date the administrator's contract expires; the right the administrator has to request a meeting with the board; and to have a representative at such meeting.

**MEETING WITH BOARD**

10. An administrator may, with or without a representative, meet with the Board, in executive session, to discuss the reason for considering renewal or non-renewal of the administrator's contract. The meeting shall not be an evidentiary hearing.

**NO RIGHT TO CONTINUING EMPLOYMENT**

11. This policy does not create a right to continuing employment as an administrator in the school district, and shall not be made a part of any administrative contract.
12. This policy does not limit the right of the Board of Education to engage in a reduction in force by the suspension of administrative contracts.

Adopted: June 15, 2000

Revised: January 18, 2001

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

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

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

[Adoption date: September 17, 2009 ]

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

REDUCTION IN PROFESSIONAL STAFF WORK FORCE  
(Administrators Both Professional and Support)

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

1. To the extent possible, the number of administrators affected by a reduction in force will be minimized by not employing replacements or 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 administrators are placed on a seniority list. 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 administrators with seniority.
  - C. If two or more administrators have the same length of service, seniority will be determined by:
    1. the date of the Board meeting at which the administrator was hired;
    2. next, by the date on which the administrator 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 administrator submitted the first completed job application within the two-year period preceding the effective date of the administrator's first contract with the Board.

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

3. The names of administrators 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. Administrators on the recall list have the following rights.

- A. No new administrator will be employed by the Board while there are administrators on the recall list who are certificated / licensed to fill the vacancy.
- B. Administrators 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 administrators on the recall list who are qualified according to these provisions. It is the administrator's responsibility to keep the Board informed of his / her current address. All administrators 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 administrator who fails to accept the position within seven calendar days forfeits all recall rights.
- D. An administrator on the recall list, upon acceptance of the notification to resume active employment status, returns to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as he /she held at the time of layoff. An administrator on the recall list who is unemployed and does not otherwise have group insurance coverage available may continue to participate for up to 18 months in those benefits which are provided to administrators in active employment, provided that the administrator pays 102% for such benefits.

(Approved: September 17, 2009)

## 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 or administrator who resigns after July 10 is subject to certification sanctions imposed by the State Board of Education. Resignations are submitted to the Superintendent for presentation to the Board.

[Adoption date: June 15, 2000]

LEGAL REFS.: ORC 3319.02; 3319.15

## RESIGNATION OF PROFESSIONAL STAFF MEMBERS

### Acceptance of Resignations

The Board authorizes the following persons to accept a resignation from an employee of the District:

1. Superintendent
2. Assistant Superintendent
3. Treasurer
4. Business Manager

All acceptances of resignation shall be in writing and shall contain the following:

1. the date the resignation is accepted;
2. a reference to the date the resignation is tendered;
3. if applicable, a reference to the date the resignation is effective and
4. a statement that the resignation is oral or is written.

Resignations are final and complete upon acceptance by an authorized person.

All resignations and acceptances shall be presented to the Board for ratification and recording in the Board minutes. A failure to present the resignation to the Board, or a failure to ratify, shall not affect the validity of the acceptance or the resignation.

(Approval date: June 15, 2000 )

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 Ohio law. Upon payment of severance pay, the retiring employee's sick leave accumulation is reduced to 0.

[Adoption date: June 15, 2000]

LEGAL REFS.: ORC 9.90  
124.39

CONTRACT REF.: Teachers' Negotiated Agreement

## SUSPENSION AND TERMINATION OF PROFESSIONAL STAFF MEMBERS

### Suspension

The Board may suspend a teacher 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 teacher 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 teacher a written notice signed by the Treasurer of its intention to consider termination of his/her contract and specification of the grounds for such consideration. The Board informs the teacher 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 teacher with pre-adverse action and adverse action notices required by the Fair Credit Reporting Act.

[Adoption date: June 15, 2000]

LEGAL REFS.: Fair Credit Reporting Act, 15 U.S.C. Sections 1681 et seq.  
ORC 124.36  
3319.02; 3319.11; 3319.16; 3319.161; 3319.17

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Teachers' Negotiated Agreement

## TUTORING FOR PAY

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

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

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

[Adoption date: June 15, 2000]

## CLASSIFIED/SUPPORT STAFF POSITIONS

The Board as employer may grant the Superintendent or other official authority to develop classified/support staff positions for employees who are neither teachers nor administrators on an as-needed basis. The positions may be developed by Board resolution or upon recommendation of the Superintendent and approval by the Board.

Similarly, the Superintendent develops a job description for each position subject to Board approval.

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

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

[Adoption date: June 15, 2000]

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

## CLASSIFIED/SUPPORT STAFF SALARY SCHEDULES

The Board develops salary schedules which:

1. adequately provide for the retention of those classified/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.

[Adoption date: June 15, 2000]

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

CONTRACT REF.: Classified/Support Staff Negotiated Agreement

## SUPPORT STAFF PUPIL ACTIVITY CONTRACTS

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

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

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

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

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

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

[Adoption date: September 17, 2009]

LEGAL REFS.: ORC 3313.18; 3313.53  
3319.081; 3319.083; 3319.303, 3319.39  
OAC 3301-20-1  
3301-27-01; 3301-27-02

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

CLASSIFIED/SUPPORT STAFF LEAVES AND ABSENCES

Leaves and absences granted to the classified/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: June 15, 2000]

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.: Classified/Support Staff Negotiated Agreement

## CLASSIFIED/SUPPORT STAFF VACATIONS AND HOLIDAYS

### Vacations

Certain classified/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 classified/support staff. It is his/her responsibility to see that vacations are scheduled so that the least interference with the operation of the schools results.

### Holidays

The holidays have been established by law and the master contract as paid holidays.

[Adoption date: June 15, 2000]

LEGAL REFS.: ORC 1.14  
3319.084; 3319.086; 3319.087

CONTRACT REF.: Classified/Support Staff Negotiated Agreement

CLASSIFIED/SUPPORT STAFF RECRUITING/POSTING OF VACANCIES/HIRING

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

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

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

[Adoption date: June 15, 2000]

[Revision date: September 18, 2003]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.  
Fair Credit Reporting Act, 15 U.S.C. Sections 1681 et seq.  
ORC Chapter 124  
3319.04; 3319.081 et seq.; 3319.39  
3327.10  
4141.29  
OAC 3301-35-03(A); 3301-35-05; 3301-35-06

CROSS REFS.: AC, Nondiscrimination/Harassment  
ACA, Nondiscrimination on the Basis of Gender  
ACB, Nondiscrimination on the Basis of Disability  
GBA, Equal Opportunity Employment  
GBQ, Criminal Record Check  
GCC, Professional Staff Recruiting

CONTRACT REF.: Classified/Support Staff Negotiated Agreement

CLASSIFIED/SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

The assignment and transfer of all classified/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.

[Adoption date: June 15, 2000]

LEGAL REFS.: Fair Credit Reporting Act, 15 U.S.C. Sections 1681 et seq.  
ORC 124.32  
3319.01  
OAC 3301-35-03(A)

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Classified/Support Staff Negotiated Agreement

CLASSIFIED/SUPPORT STAFF EXTRA DUTY

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

[Adoption date: June 15, 2000]

LEGAL REFS.: Fair Labor Standards Act  
ORC 124.18  
3319.086

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

CONTRACT REF.: Classified/Support Staff Negotiated Agreement

## CLASSIFIED/SUPPORT STAFF DEVELOPMENT OPPORTUNITIES

Classified/Support staff employees are an integral part of the District's total staff. Their training and development is essential to the efficient and economical operation of the schools.

All classified/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 classified/support staff assigned to their respective buildings.

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

[Adoption date: June 15, 2000]

LEGAL REF.: OAC 3301-35-03

## EVALUATION OF CLASSIFIED/SUPPORT STAFF

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

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

The services of all classified/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.

[Adoption date: June 15, 2000]

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

CONTRACT REF.: Classified/Support Staff Negotiated Agreement

REDUCTION IN CLASSIFIED/SUPPORT STAFF WORK FORCE

Whenever it becomes necessary to reduce the classified/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: June 15, 2000]

LEGAL REFS.: ORC 124.32; 124.321  
4141.29

CONTRACT REF.: Classified/Support Staff Negotiated Agreement

SUSPENSION, DEMOTION AND TERMINATION OF CLASSIFIED/SUPPORT STAFF  
MEMBERS

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

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

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

[Adoption date: June 15, 2000]

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

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Classified/Support Staff Negotiated Agreement