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SECTION G: PERSONNEL
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PERSONNEL POLICIES GOALS

The personnel employed by the District 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, 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 District's personnel program include the following:

1. to develop and implement 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 District's educational program;
2. to develop a general assignment strategy which makes the greatest contribution to the educational program, and to use it as the primary basis for determining staff assignments;
3. to provide 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. to provide for a genuine team approach to education, including staff involvement in planning, decision making and evaluation;
5. to develop and use for personnel evaluation positive processes which contribute to the improvement of staff capabilities and assist in making employment decisions and
6. to encourage all employees to be cognizant of their roles in instilling ethical principles and democratic ideals in all District students.

[Adoption date: January 9, 1989]

[Re-adoption date: April 26, 1993]

[Re-adoption date: July 23, 2001]

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

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

EQUAL OPPORTUNITY EMPLOYMENT

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

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

[Adoption date: January 9, 1989]
[Re-adoption date: September 21, 1992]
[Re-adoption date: April 26, 1993]
[Re-adoption date: July 23, 2001]
[Re-adoption date: July 22, 2008]
[Re-adoption date: December 16, 2008]
[Re-adoption date: March 22, 2011]

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

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

STAFF INVOLVEMENT IN DECISION MAKING

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

There should be an exchange of ideas and pertinent information among all elements of a school district. Morale is enhanced when employees are assured that their voices are heard by those in positions of administrative authority.

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

All employees in this District have the opportunity to bring their ideas or concerns to the Board. They are expected to proceed through the recognized administrative channels; however, final authority for all decisions will rest with the Board.

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

LEGAL REF.: OAC 3301-35-03

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

STAFF CONFLICT OF INTEREST

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

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

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

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

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: September 23, 2008]

LEGAL REFS.: ORC 2921.42
 3313.811
 3319.21
 3329.10
 4117.20

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

STAFF CONDUCT

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

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

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

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: December 21, 2010]

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

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

STAFF DRESS AND GROOMING

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

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

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

[Adoption date: January 24, 2006]

LEGAL REF: ORC 3313.20

CROSS REFS.: Professional Staff Handbook
Support Staff Handbook

BOARD-STAFF COMMUNICATIONS

The Board wishes to maintain open channels of communication with the staff. The basic line of communication is through the Superintendent.

Staff Communications to the Board

All communications or reports to the Board or any of its subcommittees from principals, supervisors, teachers or any other staff members are submitted through the Superintendent. Staff members are also reminded that Board meetings are public meetings that provide an excellent opportunity to observe, firsthand, the Board's deliberations.

Board Communications to Staff

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 fully informed of the Board's problems, concerns and actions.

Visit to Schools

Board members must recognize that their presence in the schools could be subject to a variety of interpretations by school employees; therefore, if a visit to a school or classroom is being made for other than general interest, Board members inform the Superintendent of such 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 on only under Board authorization.

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

LEGAL REF.: ORC 3313.20

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

STAFF HEALTH AND SAFETY

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

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

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

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

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

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

Workers' Compensation

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

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

The injured employee may be requested to undergo chemical testing, as established by law and administrative regulation. The employee must prove that the injury was not proximately caused by the employee being intoxicated 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 workers' compensation benefits.

[Adoption date: January 9, 1989]
[Re-adoption date: June 14, 1993]
[Re-adoption date: July 23, 2001]
[Re-adoption date: March 22, 2011]

LEGAL REFS.: Asbestos School Hazard Abatement Act; 20 USC 4011 et seq.
Asbestos Hazard Emergency Response Act; 15 USC 2641 et seq.
Comprehensive Environmental Response, Compensation and Liability Act;
42 USC 9601 et seq.
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.
ORC 3313.643; 3313.71; 3313.711
3327.10
4113.23
4123.01 et seq.
4123.35
4123.54

CROSS REFS.: EB, Safety Program
EBBC, Bloodborne Pathogens
EEACD, Drug Testing for District Personnel Required to Hold a Commercial
Driver's License
GBCB, Staff Conduct
GBP, Drug-Free Workplace
GBQ, Criminal Record Check
GCBC, Professional Staff Fringe Benefits
GDDB, 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 (EMIT) screening test and above the following levels established for a gas chromatography/mass spectrometry test, or in the alternative, above the levels established for a gas chromatography/mass spectrometry (GC/MS) test alone as follows, for substances not prescribed by a physician:
 - A. for amphetamines, 1000 ng/ml of urine for the EMIT test and 500 ng/ml of urine for the GC/MS test;
 - B. for cannabinoids, 50 ng/ml of urine for the EMIT test and 15 ng/ml of urine for the GC/MS test;
 - C. for cocaine, including crack cocaine, 300 ng/ml of urine for the EMIT test and 150 ng/ml of urine for the GC/MS test;
 - D. for opiates, 2000 ng/ml of urine for the EMIT test and 2000 ng/ml of urine for the GC/MS test and

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

Legal Protections

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

Confidentiality

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

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

(Approval date: March 25, 2008)

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

Employees of the District 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.

At the earliest possible moment, any employee who intends to seek or campaign for an elective public office must notify the Superintendent in writing of the office sought, together with that employee's intention as to whether or not to continue employment.

The Superintendent meets with and discusses the situation with the employee involved and presents the employee's intentions to the Board for consideration. The essential element to be determined by the Board is whether the activities proposed by the employee are compatible with the time requirements for fulfilling the employee's responsibilities to the District.

The terms and conditions under which the employee may continue employment as he/she seeks or holds such office will be determined in compliance with law.

In connection with campaigning, no employee may use school District time, moneys, facilities, equipment or supplies, nor will the employee discuss the campaign with school personnel or students during the working day.

[Adoption date: January 9, 1989]

[Re-adoption date: September 21, 1992]

[Re-adoption date: July 23, 2001]

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

STAFF-STUDENT RELATIONS

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

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

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

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

1. Staff members shall not make derogatory comments to students regarding the school, 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 have a presence on 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 personal social networking web site passwords to students.
3. Fraternization between District staff and students via the Internet, personal e-mail accounts, personal social networking web sites and other modes of virtual technology is also prohibited.
4. Access of personal 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 Staff and Student Codes of Conduct and handbooks and/or staff negotiated agreements. Nothing in this policy prohibits District staff and students from the use of education web sites and/or use of social networking websites created for curricular, cocurricular or extracurricular purposes.

[Adoption date: April 6, 1992]

[Re-adoption date: July 23, 2001]

[Re-adoption date: June 23, 2009]

[Re-adoption date: December 21, 2010]

LEGAL REFS.: ORC 3313.20

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

CONTRACT REF.: Teachers' Negotiated Agreement
Support Staff Handbook

STAFF GIFTS AND SOLICITATIONS

Gifts

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

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

Students, parents and other residents and taxpayers of the District are discouraged from giving gifts to teachers and other District employees.

The bestowal of gifts to and the arrangement of social affairs for employees leaving the system will be governed by the following:

1. Each building principal will appoint, or the 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 will be at the discretion of the group involved.

Travel Vendor Compensation

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

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

Solicitations

The Superintendent annually approves all solicitations that 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 approval of the Superintendent.

Without the express 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 nor will staff members collect any money or distribute any fund-raising literature.

[Adoption date: January 9, 1989]
[Re-adoption date: July 23, 2001]

LEGAL REFS.: ORC 117.10
3313.81; 3313.811
3315.15
3329.10

CROSS REFS.: IGDG, Student Activities Funds Management
IIA, Field Trips
JL, Student Gifts and Solicitations
KI, Public Solicitations in the Schools
KJ, Advertising in the Schools

SMOKING ON DISTRICT PROPERTY BY STAFF MEMBERS

Health professionals have determined that the use of tobacco products can be detrimental to one's health. Specifically, smoking poses not only a health safety issue for the smoker, but second-hand smoke can produce health hazard for nonsmokers, as well.

Recognizing these health issues, the Board prohibits the use of all tobacco products 24 hours a day in or on all District owned property.

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

[Adoption date: December 19, 1994]

[Re-adoption date: July 23, 2001]

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

PERSONNEL RECORDS

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

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

Additional exceptions are listed in Ohio Revised Code Section 149.43.

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

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

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

[Adoption date: January 9, 1989]
[Re-adoption date: July 23, 2001]
[Re-adoption date: March 27, 2007]
[Re-adoption date: December 16, 2008]
[Re-adoption date: March 22, 2011]

LEGAL REFS.: Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.
ORC 9.01; 9.35
149.41; 149.43
1347.01 et seq.
3317.061
3319.311; 3319.314
4113.23

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

CONTRACT REFS.: Teachers' Negotiated Agreement
Support Staff Handbook
OAPSE (Food Service) Master Agreement

STAFF COMPLAINTS AND GRIEVANCES

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

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

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

LEGAL REFS.: ORC 4117.09; 4117.10

CROSS REF.: BG, Board-Staff Communications (Also GBD)

CONTRACT REFS.: Teachers' Negotiated Agreement

DRUG-FREE WORKPLACE ACT

The Board of Education recognizes that policies related to drug education must also provide guidelines for employees. It is understood that the following information will help provide a foundation for employee understanding of Board of Education Rules.

The Board of Education will maintain an employee standard of conduct that clearly prohibits at a minimum the unlawful manufacture, possession, use and distribution of illicit drugs and alcohol on school premises or as part of its activities. It is also understood that compliance with these standards of conduct is mandatory.

As a condition of employment, each employee must 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.

The Board of Education utilizes disciplinary sanctions (consistent with local, State and Federal law) up to and including termination of employment and/or referral for prosecution. These rules are imposed on employees who violate the standards of conduct established above.

Employees are informed at the beginning of each year about appropriate standards of conduct and potential area programs for drug and alcohol counseling and rehabilitation and re-entry.

The Board of Education recognizes that chemical dependency is an illness that can strike many people. They also recognize that this illness is treatable and requires appropriate steps to insure fairness and resolution of the problem. For these reasons the Board of Education's policy requires that an employee struggling with chemical dependency must take appropriate steps to be treated in a manner that resolves this problem. The treatment agency must verify that the process has been started, and an approximately length of treatment time must be stated. This written verification must be sent to the employee's immediate superior.

If a chemically dependent employee refuses treatment and/or experiences a relapse that negatively influences job performance, he/she will run the risk of termination as stated in the third paragraph.

[Adoption date: August 17, 1992]

[Re-adoption date: July 23, 2001]

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

CRIMINAL RECORD CHECK

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

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

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

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

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

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

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

record check shall be assured that all records pertaining to such information are destroyed.

Volunteers

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

Contractors

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

[Adoption date: July 23, 2001]

[Re-adoption date: October 18, 2005]

[Re-adoption date: March 27, 2007]

[Re-adoption date: January 22, 2008]

[Re-adoption date: April 22, 2008]

[Re-adoption date: December 16, 2008]

LEGAL REFS.: Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC 109.57; 109.572; 109.575; 109.576
2953.32
3301.074
3314.19; 3314.41
3319.088; 3319.089; 3319.22; 3319.222; 3319.29; 3319.291;
3319.302; 3319.303; 3319.304; 3319.311; 3319.313; 3319.315;
3319.39; 3319.391; 3319.392
3327.10
OAC 3301-27-01
3301-83-06

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

GDBB, Support Staff Pupil Activity Contracts
GDD, Support Staff Hiring
GDPD, Suspension and Termination of Support Staff Members
IIC, Community Instructional Resources (Also KF)
IICC, School Volunteers
KBA, Public's Right to Know
LEA, Student Teaching and Internships

FAMILY AND MEDICAL LEAVE

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

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

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

[Adoption date: July 26, 1999]
[Re-adoption date: July 23, 2001]
[Re-adoption date: May 27, 2008]
[Re-adoption date: April 28, 2009]
[Re-adoption date: April 27, 2010]
[Re-adoption date: March 22, 2011]

LEGAL REFS.: Family and Medical Leave Act of 1993; 29 USC 2601 et seq.; 29 CFR
Part 825
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.
ORC 124.38 (for city school districts only)
3319.08; 3319.13; 3319.131; 3319.14; 3319.141

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

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

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.

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 the employee's usual number of hours per work week or hours per workday.

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

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

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

Benefits

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

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

Notice

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

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

Certification

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

Upon the employee's return to work, 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, to care for a covered servicemember, or for the employee's own serious health condition;
2. foreseeable based on planned medical treatment, and
3. the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend.

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

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

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

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

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

Failure to Return

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

(Approval date: March 25, 2008)

(Re-approval date: April 28, 2009)

(Re-approval date: April 27, 2010)

HIPAA PRIVACY POLICY

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

Definitions

For the purposes of this policy, the following definitions shall apply:

Individually Identifiable Health Information is a subset of health information, including demographic information collected from an individual and is created or received by a health care provider, health plan, employer, or health care clearinghouse; relates to past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; and identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Protected Health Information is individually identifiable health information that is transmitted by electronic means; maintained in any electronic medium, such as magnetic tape, disc, or optical file; or transmitted or maintained in any other form or medium, such as paper, verbal, email, or fax.

Covered Functions means those functions of the School District the performance of which makes the School District a health plan, health care provider, or health care clearinghouse.

Designated Record Set is a group of records maintained by or for the School District that is medical records and billing records about individuals; the enrollment, payment, claims adjudication, and case or medical management systems; or used in whole or in part by the School District to make decisions about individuals.

Business Associate is a person or entity that provides certain functions, activities, or services for or on behalf of the School District involving the use and/or disclosure of protected health information.

Confidentiality of Individually Identifiable Health Information

All officers, employees, and agents of the School District shall preserve the confidentiality and integrity of individually identifiable health information pertaining to any individual. Individually

identifiable health information is protected health information and shall be safeguarded to the extent possible in compliance with the requirements of the security and privacy rules and standards established by the HIPAA.

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

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

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

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

Security Provisions

The School District shall take reasonable steps to limit the use and/or disclosure of and requests for protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure or request and to determine the extent to which various classifications of employees need access to such information. The School District shall also implement reasonable administrative, technical, and physical safeguards to protect individually identifiable health information from any intentional or unintentional use or disclosure of protected health information of this policy or the HIPAA privacy and security standards. The School District's security measures shall include the following:

- A. Administrative procedures to guard data integrity, confidentiality, and availability, including documented, formal practices to manage the selection and execution of security measures to protect data and to manage the conduct of personnel in relation to the protection of data;

- B. Physical safeguards to protect data integrity, confidentiality, and availability including the protection of physical computer systems and related buildings and equipment from fire and other natural and environmental hazards and from intrusion and the use of locks, keys, and other administrative measures to control access to computer systems and facilities;
- C. Technical security services to protect data integrity, confidentiality, and availability including processes put in place to protect information and to control individual access to information;
- D. Technical security mechanisms including processes put in place to protect against unauthorized access to data that is transmitted over a communications network; and
- E. The optional use of electronic digital signature.

Mitigating the Effects of Unauthorized Use or Disclosure

If the Privacy/Security Officer determines that there has been a breach of this privacy policy or the procedures of the School District, he/she shall make a determination of the potential harmful effects of the unauthorized use or disclosure and decide upon a course of action to minimize the harm. Any individual responsible for the unauthorized use or disclosure shall be referred to the Superintendent or designee for appropriate disciplinary action.

Use or Disclosure of Personal Health Information

The School District may use and disclose personal health information, without the written consent of the individual or his/her authorized representative, both within and outside of the District, for the following purposes:

- A. Treatment: The provision, coordination, or management of health care, health care services or supplies related to an individual and related services by or among providers, providers and third parties, and referrals from one provider to another.
- B. Payment: Activities undertaken by a health plan to obtain premiums or determine responsibility for coverage, or activities of a health care provider of health plan to obtain reimbursement for the provision of health care. Payment activities include, but are not limited to, billing, claims, management, collection activities, eligibility determination, and utilization review.
- C. Health Care Operations: Activities of the School District to the extent such activities are related to covered functions including quality assessment and improvement activities; credentialing health care professionals; insurance rating and other insurance activities related to the creation or renewal of a contract for insurance; conducting or arranging for medical review, legal services and auditing functions, including compliance programs; business

planning such as conducting cost-management and planning analyses to managing and operating the School District including formulary development and administration, development, improvements for methods of payment or coverage policies; business management and general administration activities; due diligence in connection with the sale or transfer of assets to a potential successor in interest if the potential successor is a covered

- D. entity or will become a covered entity; consistent with privacy requirements, creating de-identified health information, fundraising for the benefits of the covered entity and marketing for which an individual authorization is not required.
- E. As required by law.
- F. For public health activities.
- G. About victims of abuse, neglect, or domestic violence.
- H. To health oversight agencies in connection with health oversight activities.
- I. For judicial and administrative proceedings.
- J. For law enforcement purposes.
- K. Regarding decedents to coroners, medical examiners, and funeral directors.
- L. For research if a waiver of authorization has been obtained.
- M. To prevent serious and imminent harm to the health or safety of a person or the public.
- N. For specialized governmental functions.
- O. Military and veterans activities.
- P. National security and intelligence
- Q. Protective services for the President and others.
- R. To the Department of the State to make medical suitability determinations.
- S. To correctional institutions and law enforcement officials regarding an inmate.
- T. Workers' compensation if necessary to comply with the laws relating to workers' compensation and other similar programs.

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

Authorization

The School District shall not disclose protected health information for purposes other than those set forth above without a valid authorization. A valid authorization is a document signed by the individual that gives the School District permission to use specified health information for a specified purpose and time frame. The School District shall not condition the provision of treatment, payment, enrollment in the health plan, or eligibility for benefits on an individual's provision of authorization except:

- A. The School District may condition the provision of research-related treatment on the provision of authorization.
- B. A health plan may condition enrollment or eligibility for benefits on the provision of an authorization requested by the plan prior to enrollment.
- C. The authorization is sought for the plan's eligibility or enrollment determinations relating to the individual or for its underwriting or risk rating determinations.
- D. The School District may condition provision of health care that is solely for the purpose of creating protected health information for disclosure to a third party on the provision of authorization for the disclosure of the protected health information to the third party.

To be valid, an authorization shall contain at least the following elements:

- A. A description of the information to be used or disclosed that identifies the information in a specific and meaningful fashion;
- B. The name or other specific identification of the person(s) or class or person(s) to whom the School District may make the requested use or disclosure;
- C. The name or other specific identification of the person(s) or class of person(s) to whom the School District may make the requested use or disclosure;
- D. An expiration date or an expiration event that relates to the individual or the purpose of the use or disclosure;

- E. A statement of the individual's right to revoke the authorization may be subject to redisclosure by the recipient and no longer be protected by this rule; and
- F. A statement that information used or disclosed pursuant to the authorization may be subject to redisclosure by the recipient and no longer be protected by this rule; and
- G. Signature of the individual and date and, if the authorization is signed by a personal representative of the individual, a description of such representative's authority to act for the individual.

In addition to the requirements set forth above, authorization requested by the School District for its own use of protected health information that it maintains, must comply with the following additional requirements.

- A. A statement that the School District will not condition treatment, payment, enrollment in the health plan, or eligibility for benefits upon the individual's provision of authorization for the requested use;
- B. A description of each purpose of the requested use or disclosure;
- C. A statement that the individual may inspect or copy the protected health information to be used or disclosed and refuse to sign the authorization; and
- D. If the disclosure of the requested information will result in direct or indirect remuneration to the School District from a third party, a statement that remuneration will result.

The School District shall provide the individual with a copy of the signed authorization.

An authorization for the use or disclosure of protected health information may not be combined with any other document to create a compound authorization.

An authorization is not valid if the document submitted has any of the following defects:

- A. The expiration date has passed or the expiration event is known to have occurred;
- B. Any required element is missing or has not been filled out;
- C. The authorization is known to have been revoked;
- D. The authorization has been improperly combined with another document;
- E. The School District has violated the rules on making the authorization a condition; or
- F. Any material information in the authorization is known to be false.

An individual may revoke an authorization at any time, provided the revocation is in writing.

- A. Access. Individuals shall have the right to access their own protected health information that is maintained in record sets of the School District and its business associates.
- B. Restrictions. Individuals shall have the right to request restrictions on how the School District will use or disclose their own protected health information for treatment, payment or health care operations and how their information will be disclosed or not disclosed to family members or others involved in their care. The School District shall comply with the individual's reasonable request to receive communications of protected health information by alternative means or at alternative locations.
- C. Amendment. Individuals shall have the right to amend erroneous or incomplete protected health information unless the information:
 1. Was not created by the School District;
 2. Is not in a designated record set or is not otherwise available for inspection;
 3. Is accurate and complete; or
 4. Would not be subject to the right of access.

A request to amend protected health information must be submitted to the Privacy/Security Officer in writing. The Privacy/Security Officer shall review the request and respond in writing within thirty calendar days. If a request to amend is denied, the individual may appeal the denial using the complaint procedure set forth in this policy. The denial must be written in plain language and contain:

- ◆ The basis for the denial;
- ◆ A statement of the individual's right to submit a written statement disagreeing with the denial and how it may be filed;
- ◆ A statement that, if the individual does not submit a statement of disagreement, his/her right to request that the request for amendment and its denial be provided with any future disclosure of the protected health information that is the subject of the request for amendment;
- ◆ A description of how the individual may appeal the denial; and
- ◆ The right of the School District to reasonably limit the length of the statement of disagreement.

The School District may also choose to reasonably limit the length of the statement of disagreement and provide a copy to the individual. All of the statements related to the amendment denial shall become part of the individual's designated record set and shall be linked to the individual's protected health information.

- D. Accounting. Individuals shall have the right to an accounting of disclosures of their own protected health information that is maintained in record sets of the School District and its business associates. Such accounting shall include a period of six years prior to the request, beginning on April 14, 2003.

Business Associates

The School District, its officers, employees, and agents shall not disclose protected health information to any business associate in the absence of a written contract with the business associate that assures that the business associate will use the information only for the purposes for which it was engaged by the School District; will safeguard the information from misuse; and will assist the School District in complying with its duties to provide individuals with access to health information about them and a history of certain disclosures. The School District shall disclose protected health information to a business associate for the sole purpose of assisting the District in completing healthcare functions, not for the independent use by the business associate.

The School District shall enter into a contract with each business associate, which shall be a document separate from the service agreement. The Privacy/Security Officer shall be responsible for managing all business associate contracts and ensuring that they are current and in compliance with the requirements of this policy and the HIPAA privacy rule. Under the contract, the business associate shall be obligated to notify the Privacy/Security Officer when unauthorized uses and/or disclosures of protected health information have occurred in the business associate's organization. The Privacy/Security Officer will take appropriate steps to address the violation up to and including termination of the business associate contract.

However, the School District shall not be liable for privacy violations of a business associate, and the School District is not required to actively monitor or oversee the means by which a business associate carries out safeguards or the extent to which a business associate abides by the requirements of the contract.

Privacy/Security Officer

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

Complaint Procedure

The following procedure shall be used for the processing of complaints regarding the collection, use, management, disclosure, or amendment of protected health information:

Step 1 – A written complaint must be submitted to the Privacy/Security Officer. A complaint can also be made directly to the Secretary of Health and Human Services. Upon receipt of a complaint, the Privacy/Security Officer will review the complaint, conduct any necessary investigation, and provide the complainant with a written disposition within ten working days.

Step 2 – The disposition of the Privacy/Security Officer may be appealed by the complainant to the Superintendent or designee within ten working days of receipt of the disposition of the Privacy/Security Officer. The Superintendent or designee shall meet within ten school days with the complainant, the Privacy/Security Officer, and any other necessary individuals. The Superintendent or designee will respond in writing to the complainant within ten working days following the meeting.

Step 3 – If the complaint is not satisfactorily resolved, a written appeal may be made to the Board of Education within ten school days of receipt of the Superintendent's decision. The Board of Education will meet with the complainant at its next regular meeting, and provide a written response to the complaint no later than the following regular meeting.

Notice

The School District shall distribute a Notice of Privacy Practices no later than April 13, 2003, and thereafter to individuals at the time of their enrollment in the health plan and within sixty days of any material revision. The notice shall also be posted in a clear and prominent location in each facility in the School District and be printed in staff handbooks and the health plan booklet. The School District will also notify individuals covered by the health plan of the availability of and how to obtain the notice at least once every three years. The notice shall adequately inform individuals of their rights to:

- A. Request restrictions on certain uses and disclosures of protected health information;
- B. Request the communication of confidential information by some reasonable alternative means or at an alternative location;
- C. Inspect and copy records or receive a summary of specific information;
- D. Request that protected health information be amended;
- E. Request an accounting of certain disclosures of protected health information; and
- F. Receive a paper copy of the notice upon request.

Training

All employees and business associates shall receive training regarding the School District's privacy policies and procedures as necessary and appropriate to carry out their job duties.

Training shall also be provided when there is a material change in the School District's privacy practices or procedures.

Documentation

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

NOTICE OF PRIVACY PRACTICES

Effective Date: April 14, 2003

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

If you have any questions about this notice, please contact, Jennifer Hedrick, Treasurer, at (419)447.2515.

Who Will Follow the Requirement of This Notice. This notice describes the School District's practices and those of its employees and business associates. The School District, its employees, and its business associates may share medical information with each other for the purposes of treatment, payment, or other operations of the School District as described in this notice.

Privacy of Health Information. We understand that medical information about you and your health is personal. This notice will tell you about the ways in which we may use and disclose medical information about you. We will also describe your rights and certain obligations that we have regarding the use and disclosure of medical information. We are required by law to:

- ◆ Assure the medical information that identifies you is kept private;
- ◆ Give you this notice of our legal duties and privacy practices with respect to medical information about you; and
- ◆ Follow the terms of the notice that is currently in effect.

Use and Disclosure of Medical Information. The following describes the different ways that we may use and disclose medical information. Generally, private health information may be released without your authorization for the purposes of treatment, payment, or other healthcare operations of the School District. Medical information may also be released for the following purposes:

- ◆ As required by law.
- ◆ For public health services.
- ◆ In connection with the investigation of abuse, neglect, or domestic violence.
- ◆ To health oversight agencies in connection with health oversight activities.
- ◆ For judicial and administrative proceedings.
- ◆ For law enforcement purposes.
- ◆ To coroners, medical examiners, and funeral directors.
- ◆ For research if a waiver of authorization has been obtained.
- ◆ To prevent serious and imminent harm to the health or safety of a person or the public.
- ◆ For specialized governmental functions.
- ◆ For military and veterans activities.
- ◆ For national security and intelligence.
- ◆ For protective services for the President and others.
- ◆ To the Department of the State to make medical suitability determinations.
- ◆ To correctional institutions and law enforcement officials regarding an inmate.
- ◆ For workers' compensation if necessary to comply with the laws relating to workers' compensation and other similar programs.

Rights Regarding Medical Information

- ◆ Right to Inspect and Copy. You have the right to inspect and copy medical information that may be used to make decisions about you, including medical and billing records. To inspect and copy medical information about you, you must submit your request in writing to the

Treasurer. If you request a copy of this information, we may charge a fee for the costs of copying, mailing, or other supplies associated with your request. We may deny your request to inspect and copy in certain very limited circumstances, and if you are denied access to medical information, you may request that the denial be reviewed.

- ◆ Right to Amend. If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the School District. To request an amendment, your request must be made in writing and submitted to the Treasurer. In addition, you must provide a reason that supports your request. We may deny your request if
 - ◆ it is not in writing or properly supported by a reason; or the information was not created by us; is not part of the medical record kept by the School District; is not part of the information that you would be permitted to inspect and copy; or is accurate and complete.
- ◆ Right to an Accounting. You have the right to request an accounting of disclosures. This is a list of the disclosures we have made of medical information about you. To request this list, you must submit your request in writing to the Treasurer. Your request must state a time period that may not be longer than six years and may not include dates before April 14, 2003. Your request must also indicate in what form you want the list (for example, on paper or electronically). The first list that you request within a 12-month period will be free. For additional lists, we may charge you for the cost of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request before any cost is incurred.
- ◆ Right to Request Restrictions. You have the right to request a restriction or limitation on the medical information that we use or disclose about you for treatment, payment, or healthcare operations. You also have the right to request a limit on the medical information that we disclose about you to someone who is involved in your care or the payment for your care. However, we are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you with emergency treatment. To request restrictions, you must make a written request to the Treasurer telling us what information you want to limit; whether you want to limit our use, disclosure or both; and to whom you want the limits to apply, for example disclosures to your spouse.
- ◆ Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location, for example by mail or only at work. To request confidential communications, you must make your request in writing to the Treasurer and specify how or where you wish to be contacted. We will not ask you the reason for your request and will accommodate all reasonable requests.
- ◆ Right to a Paper Copy of This Notice. You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive

this notice electronically, you are still entitled to a paper copy. You may obtain a copy of this notice by contacting the Treasurer's Office.

Changes to This Notice. We reserve the right to make changes to this notice, and to make the revision or change applicable to medical information we already have about you. We will post a copy of the current notice in each building in the School District.

Complaints. If you believe your privacy rights have been violated, you may file a complaint with the School District. To file a complaint, please contact Jennifer M. Hedrick, Treasurer, Tiffin City School District, 244 South Monroe Street, Tiffin, Ohio, (419)447-2515. All complaints must be submitted in writing. You can also complain to the Office for Civil Rights, U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F, HHH Building, Washington, D.C. 20201-004, (800)368-1019.

Other Uses of Medical Information. Other uses and disclosures of medical information not covered by this notice will be made only with your written permission. If you provide us with permission to use or disclose medical information about you, you may revoke that permission in writing at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. However, we will not be able to take back any disclosure that we already made during any period in which your permission was in effect.

Adopted: May 19, 2003

PROFESSIONAL STAFF POSITIONS

All professional staff positions are created only with the approval of the Tiffin City Board of Education. It is the Board's intent to activate a sufficient number of positions to accomplish the District's goals and objectives.

Before any new position is established, the Superintendent presents for the Board's approval a job description for the position, which specifies the job holder's qualifications; the job's performance responsibilities and the method by which the performance of these responsibilities are evaluated.

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

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

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS
(Teachers)

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

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

[Adoption date: January 9, 1989]

[Re-adoption date: April 14, 1993]

[Re-adoption date: July 23, 2001]

[Re-adoption date: April 22, 2008]

[Re-adoption date: July 26, 2011]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS
(Administrators)

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

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

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

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

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

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

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

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

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

[Adoption date: January 9, 1989]

[Re-adoption date: June 21, 1993]

[Re-adoption date: July 23, 2001]

[Re-adoption date: April 22, 2008]

LEGAL REFS.: ORC 3319.01; 3319.02; 3319.11; 3319.12; 3319.225; 3319.27
4117.01
OAC 3301-24-11; 3301-24-12

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

PROFESSIONAL STAFF SALARY SCHEDULES

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

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

LEGAL REFS.: ORC 3317.13; 3317.14
3319.12

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF SUPPLEMENTAL CONTRACTS

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

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

A teacher who is offered and undertakes a supplemental assignment will enter into a one-year limited contract with the Board. In order to comply with statutory notification dates and to accommodate the planning, scheduling and budgetary needs of the District, the Board may, prior to April 30, notify all holders of supplemental contracts that their contracts will not be renewed for the following school year. The Board may later authorize such contracts as circumstances and the budget allow.

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

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

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

[Adoption date: January 9, 1989]
[Re-adoption date: July 23, 2001]
[Re-adoption date: October 24, 2006]
[Re-adoption date: April 22, 2008]
[Re-adoption date: December 16, 2008]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF LEAVES AND ABSENCES

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

Compensation, if any, during leaves of absence depends on 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 the employee pays the entire premium for these benefits.

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

[Adoption date: January 9, 1989]
[Re-adoption date: July 23, 2001]
[Re-adoption date: May 27, 2008]
[Re-adoption date: March 22, 2011]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF VACATIONS AND HOLIDAYS
(Administrators)

VACATIONS

The Board believes that it is beneficial to the District that professional personnel employed at least 250 days each year be given periodic relief from responsibilities of their positions without loss of compensation; therefore each professional employee employed at least 250 days is entitled to an annual vacation, with pay, based on length of service in the District:

1. one to 10 years of service - 10 days;
2. 11 to 15 years of service - 15 days and
3. over 15 years of service - 20 days.

The Board reserves the right to grant up to 20 days vacation each year based on the terms of employment appearing under an approved contract.

EARNED VACATIONS

Vacations must be taken within one year of the time earned. It is the Board's general desire that all vacation days earned are used. The Board grants 10 days of unused vacation to be accumulated during the period the employee is employed at the District. In no event may any employee use more than 30 vacation days in a contract year. In addition, given the criticality and often time-sensitive job functions of the Superintendent and Treasurer, the Board reserves the right to permit these employees, based on the terms of employment appearing under an approved contract, to exchange accrued but unused vacation days at the end of any contract year for cash at the employee's per diem pay rate. Vacation leave exchanged for cash in this manner shall be extinguished and not carried over into the following contract year.

Accrued and unused vacation may be paid to a retiring employee or a terminated employee (maximum 30 days). Accrued and unused vacation (maximum 30 days) may also be paid to the estate of a deceased employee. Unused (10 days) and accrued vacation, upon separation from employment, is paid at the employee's current rate of pay but does not exceed 30 days.

(Approval date: March 8, 1993)
(Re-approval date: July 23, 2001)
(Re-approval date: May 27, 2008)
(Re-approval date: July 26, 2011)

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 the most qualified personnel.

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

The search for teachers and other professional employees extends to a wide variety of educational institutions and geographical areas. The search takes into consideration the characteristics of the community and the school system as well as the need for a staff from various backgrounds and with differing levels of experience.

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

The appropriate building administrator is expected to be involved in recruiting and interviewing. The Superintendent's recommendation will reflect, although not necessarily agree with, their estimation of the candidate being recommended.

[Adoption date: January 9, 1989]
[Re-adoption date: July 23, 2001]
[Re-adoption date: May 27, 2008]

LEGAL REF.: OAC 3301-35-03

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

PROFESSIONAL STAFF HIRING

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

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

The following guidelines are used in the selection of personnel.

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

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

Employment of Retired Administrators

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

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

Adoption date: January 28, 2002

LEGAL REFS.: Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC 3313.53
3319.02; 3319.07; 3319.11; 3319.21; 3319.22-3319.31; 3319.39
3323.06
OAC 3301-35-03(A)

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

PROFESSIONAL STAFF HIRING

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

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

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

(Approval date: January 28, 2002)

(Re-approval date: April 22, 2008)

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 Tiffin City Board of Education.

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

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

LEGAL REFS.: ORC 3317.13
3319.08; 3319.10; 3319.13

CROSS REF.: "Substitute Teaching Service in the Tiffin City Schools"

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 it is in the best interest of the District.

A transfer may be requested by a staff member, although 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 appropriate supervisor.

Administrators

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

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

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF TIME SCHEDULES

Administrators

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

Teachers

Teachers are expected to remain at the school during unassigned periods unless excused by the building principal. Efforts are made by the administration to provide a uniform workday for teachers, which is established by the Board.

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

LEGAL REFS.: ORC 3313.48; 3313.481; 3313.483
3319.111

OAC 3301-35-02(B)(11)–(13); 3301-35-03(A)(12)

PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

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

Opportunities for professional growth in the District are provided through such means as the following:

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

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

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

PROFESSIONAL STAFF LOCAL DEVELOPMENT COMMITTEE

The District implements as appropriate the Local Professional Development Committee in compliance with the Ohio Revised Code and the Ohio Administrative Code.

[Adoption date: June 22, 1998]
[Re-adoption date: July 23, 2001]
[Re-adoption date: May 27, 2008]

LEGAL REFS.: ORC 3319.22
OAC 3301-24

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF PROFESSIONAL STAFF
(Teachers)

The Board believes that a determination of the efficiency and effectiveness of its teaching staff is a critical factor in the overall operation of the school District.

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

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

[Adoption date: January 9, 1989]
[Re-adoption date: July 23, 2001]
[Re-adoption date: May 27, 2008]

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

CROSS REF.: Evaluation instruments are maintained in the District Office

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF PROFESSIONAL STAFF
(Administrators Both Professional Staff and Support Staff)

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: 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. All administrators are evaluated annually. In the year an administrator’s contract does not expire, the evaluation is completed by July 31, and a copy is given to the administrator. In the year an administrator’s contract does expire, two evaluations are completed, one preliminary and one final. The preliminary evaluation is conducted at least 60 days prior to March 31 and prior to any Board action on the employee’s contract. 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 final evaluation includes the Superintendent’s intended recommendation for the contract of the employee. A written copy of the final evaluation is provided to the employee at least five days prior to the Board’s action to renew or nonrenew the employee’s contract.

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.

Evaluation criteria for each position are in written form and 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: July 9, 1989]

[Re-adoption date: May 10, 1993]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

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

CROSS REF.: GBL, Personnel Records

Tiffin City School District, Tiffin, Ohio

EVALUATION OF PROFESSIONAL STAFF
(Administrators Both Professional Staff and Support Staff)

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

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

(Approval date: January 9, 1989)
(Re-approval date: July 23, 2001)
(Re-approval date: May 27, 2008)

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 a decline in student enrollment in the District, or for financial reasons.

[Adoption date: January 9, 1989]

[Adoption date: July 23, 2001]

[Re-adoption date: January 24, 2006]

[Re-adoption date: October 25, 2011]

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

CONTRACT REF.: Teachers' Negotiated Agreement

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

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

1. To the extent possible, the number of staff members affected by a reduction in force is minimized by not employing replacements for staff members who retire, resign or whose contracts are not renewed for reasons other than reduction in force.
2. Reductions needed beyond those resulting from attrition are made by suspending or nonrenewing contracts. Those contracts to be suspended are chosen as follows.
 - A. All staff members are placed on seniority lists. Seniority is defined as the length of continuous service in the District. Seniority is not interrupted by authorized leaves of absence.
 - B. Reductions are made with preference being given first to staff members with continuing contracts and secondly to seniority.
 - C. If two or more staff members have the same length of continuous service, seniority is determined by:
 - 1) The date of the Board meeting at which the staff member was hired, then;
 - 2) A lottery procedure agreed to between the parties. This procedure shall be implemented in the presence of a designated Association representative, a representative of the Board and the employees involved in the tie.

On or about October 30 of each school year, the Superintendent will provide the Association with a list showing the seniority of each teacher employed by the Board. If a teacher does not, by written notice to the Superintendent and Association President, challenge his/her credit and placement on the list by November 30, the teacher's credit and placement will be deemed conclusive (and any such challenge lodged in a subsequent year can address only the circumstances that evolved during the immediately preceding year). The Superintendent will at all times have in his/her office a current seniority list which will be available for inspection during regular working hours by any teacher and/or the Association.

Should a reduction in force be necessary, teachers will be laid off in reverse order of their placement on the seniority list (last in – first out). In order to provide qualified teachers in all positions, the Board may reassign and transfer according to the provisions of the agreement.

1. If there is a vacancy in a bargaining unit position, laid off teachers who are certified to perform the work in question will be recalled in seniority order.

2. If a laid-off teacher has been recalled to a position other than that which he/she held immediately prior to his/her layoff, he/she will remain eligible for recall in accordance with the provisions of Subsection 1 above.
3. Notice of recall will be given by certified mail, return receipt requested, to the last address given to the Board by a teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within fifteen (15) days, excluding Saturday, Sundays, and Holidays, after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
4. Teachers on continuing contract who are suspended shall remain on recall list indefinitely or until one (1) of the conditions listed below are met. A limited contract teacher who is laid-off will remain on the recall list for two (2) years after the effective date of his/her layoff unless he/she,
 - a. waives his/her recall rights in writing;
 - b. resigns;
 - c. fails to accept recall to the position he/she held immediately prior to layoff or to a position for which he/she is certificated/licensed;
 - d. fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, he/she will be allowed fifteen (15) days additional time before being required to report to work.

While on layoff, a teacher will:

1. have the option to remain an active participant in fringe benefits as provided under COBRA.
2. have the right to collect, unchallenged, unemployment compensation benefits if he/she has not been offered an equivalent teaching position during layoff.
3. have the right to acquire additional certification or entry-level requirements for recall purposes provided such information is filed with the Board prior to recall.

All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave will be restored to him/her upon return to active employment and he/she will be placed on the proper step of the salary schedule for his/her experience and education. A teacher will not receive increment credits for time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring tenure.

No vacancy in a bargaining unit position will be filled by the Board until the procedures in this Article have been complied with.

(Approval date: July 23, 2001)

(Re-approval date: May 27, 2008)

(Re-approval date: October 25, 2011)

REDUCTION IN ADMINISTRATIVE STAFF WORK FORCE

In accordance with Ohio Revised Code Section 3319.171, the Board of Education may implement a reduction in force by suspending the employment contract of any administrative or supervisory employee employed under Ohio Revised Code Section 3319.02 in accordance with the following procedures:

1. The Board in its discretion may suspend the employee's contract for any of the following reasons: financial conditions of the District; decreased enrollment of pupils in the District, in a school building(s) or a program(s); territorial changes affecting the District; the return to duty of a regular employee after a leave of absence; the closing or suspension of schools; lack of work; abolishment of position(s); or any other reason the Board deems to be in the best interest of the District.
2. In implementing a reduction in force under paragraph 1 above, the Board will suspend contracts in accordance with the recommendation of the Superintendent who shall, within each employment service area affected (that is, area in which a reduction will occur), give preference to the employee who best fulfills the educational goals and needs of the District. Factors that will be taken into account in making this determination include, among others, retention of particular skills that are needed, the employee's work record including job performance evaluations, the employee's licensure, preservation of programs, and compliance with state and federal laws. The Superintendent may also take into account the employee's seniority, but seniority will not in and of itself be the determinative factor. The primary intent is to maintain the District's educational goals. An employee suspended from one (1) employment service area shall not displace any Ohio Revised Code Section 3319.02 employee in another employment service area. If the suspended employee also has a continuing teaching contract by operation of law, the employee will be assigned by the Superintendent to a teaching position in the District consistent with the employee's teaching licensure.
3. The employment service areas are as follows: Director of Instruction/Personnel; Director of Operations; Technology Coordinator; Food Service Supervisor; Transportation Supervisor; Special Education Supervisor; Elementary School Principals; Middle School Principal; High School Principal; Assistant High School Principal; Dean of Students, Middle School; and Athletic Director.
4. The Board will calculate seniority based upon the employee's continuous employment by the Board as an employee in any capacity including time on approved leaves of absence and without regard to whether the employee's service was full-time or part-time. If two (2) or more employees have the same length of continuous employment, seniority shall be determined by: (1) the date of the Board meeting at which the employee was hired as an employee; and (2) then by determination of the Superintendent.

5. An employee whose contract is suspended under this policy has a right of restoration if and when an Ohio Revised Code Section 3319.02 position becomes vacant or is created for which the employee is or becomes qualified. Qualified is defined as meeting all necessary licensure requirements and being able immediately and without additional specialized training to perform the duties identified in the job description for the position. An employee has a right of restoration under this provision for the remaining term of his/her Ohio Revised Code Section 3319.02 contract. The employee has no right of restoration after the term of the suspended contract has expired.
6. The Superintendent (or designee) will notify any qualified employee of his/her recall by certified mail to the employee's most recent address on District records or by personal service. It is the employee's obligation to keep his/her address and licensure status current. The employee is required to respond, in writing, to the Superintendent within ten (10) calendar days of receipt of the recall notice from the Superintendent (or designee). Unless the Superintendent deems a deviation to be in the best interest of the District, the most senior qualified employee on layoff will be awarded the position. Any employee who fails to respond within (10) ten calendar days, or who declines to accept the position, shall forfeit all rights of restoration to a position under Ohio Revised Code Section 3319.02.

(Adoption date: September 27, 2011)

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

A teacher who has a contract covering the ensuing school year will be 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. Similarly, a staff member may not resign during a school year unless the Board consents. Resignations will be submitted to the Superintendent for presentation to the Board.

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

LEGAL REFS.: ORC 3319.02; 3319.15

SEVERANCE PAY

At the time of retirement, a severance amount calculated by a prescribed formula upon the employee's unused sick leave and daily rate of pay at the time of retirement will be granted to all employees in accordance with State law and negotiated agreements.

[Adoption date: January 9, 1989]
[Re-adoption date: July 23, 2001]
[Re-adoption date: May 27, 2008]

LEGAL REFS.: ORC 9.90
124.39

CONTRACT REF.: Teachers' Negotiated Agreement

SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

Suspension

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

Dismissal

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

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

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

[Adoption date: January 9, 1989]
[Re-adoption date: July 23, 2001]
[Re-adoption date: May 27, 2008]
[Re-adoption date: April 27, 2010]

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

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Teachers' Negotiated Agreement

Tiffin City School District, Tiffin, Ohio

TUTORING FOR PAY

No teacher may tutor for pay a student who is a member of his/her class without the approval of the building principal. 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: July 23, 2001]

SUPPORT STAFF POSITIONS

Education is a cooperative enterprise in which all employees of the District must participate intelligently and effectively for the benefit of the students. This District employs support staff in positions that function to support the educational program. All such positions are established initially by the Tiffin City Board of Education. For each new position, the Superintendent develops a job description for approval by the Board.

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

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

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

Support Staff Employee's Contract

All members belonging to the Ohio Association of Public School Employee (OAPSE) are issued contracts in accordance to the negotiated master agreement.

Employees, with at least one year of service in the District, provided their employment is continued, are employed for a period of not less than two years. Employees whose contracts are not controlled by the provisions of Sections 124.01 to 124.99 (civil service) inclusive, of the Ohio Revised Code, with at least three years of service in the District, provided their employment is continued, are employed on a continuing contract.

The contracts as provided for in this section may be terminated by a majority vote of the Board of Education. Such contracts are terminated only for violation of regulations as set forth by the Board of Education. Any support staff employee may terminate his/her contract of employment 30 days subsequent to the filing of written notice of such termination with the Treasurer of the Board.

(Approval date: January 9, 1989)

(Re-approval date: July 23, 2001)

(Re-approval date: May 27, 2008)

SUPPORT STAFF PUPIL ACTIVITY CONTRACTS

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

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

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

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

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

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

[Adoption date: October 24, 2006]
[Re-adoption date: April 22, 2008]
[Re-adoption date: December 16, 2008]

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

CROSS REFS.: GBQ, Criminal Records Check
GCBB, Professional Staff Supplemental Contracts

GDB, Support Staff Contracts and Compensation Plans
GDKA, Support Staff Extra Duty
IGD, Cocurricular and Extracurricular Activities
IGDJ, Interscholastic Athletics
IICC, School Volunteers

SUPPORT STAFF LEAVES AND ABSENCES

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

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

[Re-adoption date: March 22, 2011]

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

SUPPORT STAFF VACATIONS

Vacations

The Board believes that it is beneficial to the District that support staff personnel employed to work at least 11 months per year be given periodic relief from responsibilities of their jobs without loss of compensation. The Board reserves the right to specify the conditions, when not otherwise covered by the terms of a collective bargaining agreement, under which vacation time may be taken.

This policy does not pertain to the vacation of any administrative or supervisory employee employed under Ohio Revised Code Section 3319.01, 3319.02, or 3313.22, it being understood that the vacation of any such employee is governed by the relevant statute and the terms of the employee's individual contract of employment.

Vacations—Full-Time Employees

Full-time support staff employees shall be entitled to an annual vacation, with pay, based on the length of service in the District:

1. one (1) completed year of service,
2. ten (10) completed years of service, less than fifteen (15) completed years of service – fifteen (15) days; and
3. fifteen (15) or more completed years of service – twenty (20) days.

A support staff employee who fulfills the daily requirements of his/her position and whose normal work week includes five (5) days of service for at least 11 full months in each contract year (July 1 through June 30) is construed to be a full-time working employee.

A full-time support staff employee will begin to earn and accrue vacation days with his/her first month of Board employment, credited at the rate of 1/12th of the employee's annual vacation entitlement for each month of active service. An employee may not use vacation days, however, until after completion of one (1) year of service.

Consistent with Ohio Revised Code Section 9.44, a support staff employee's length of service in the District, for vacation purposes, will include prior years of employment with the State of Ohio, another Ohio public school district, or any other political subdivision of the State of Ohio, provided that (1) such years of prior employment immediately preceded employment by the Board, and (2) each such prior year counted for this purpose consisted of full-time employment for not less than 11 full months per year.

A person who retires under Ohio Revised Code Chapter 3309 (SERS) or any other public employee retirement system and who then becomes employed by the Board will not receive length-of-service credit in the District, for vacation purposes, for any years of employment prior to the person's retirement under SERS or the other public employee retirement system.

Part-time Custodial Employees

Vacation days for custodians whose normal work week includes five (5) days of service for at least 11 full months in each contract year, but whose regularly scheduled work days are for less than eight (8) hours each, will be pro-rated.

Earned Vacations

Vacations must be taken within one (1) year of the time earned. It is the Board's desire that all vacation days earned are used. However, employees may carry no more than ten (10) days of accrued but unused vacation to their next contract year.

Separation from Employment

An employee who anticipates separation from employment in the District (through retirement, resignation, or otherwise) may take accrued vacation prior to the termination date. Unused vacation days are paid to a separating employee at the employee's current rate of pay, not to exceed 30 days. In case of death, these unused vacation days will be paid in accordance with Ohio Revised Code Section 2113.04 or to the estate of the deceased employee.

[Adoption date: January 9, 1989]
[Re-adoption date: August, 1993]
[Re-adoption date: July 23, 2001]
[Re-adoption date: June 27, 2006]
[Re-adoption date: October 27, 2009]

LEGAL REFS.: ORC 1.14
3319.084; 3319.086

CUSTODIAL STAFF
VACATIONS

Custodial Vacation Policy During Instructional School Year

1. One-half of the yearly vacation time on file in the Treasurer's Office may be used during the instructional school year.
2. No more than five (5) days at one time may be used with the exception of Spring Break. The entire Spring Break may be used as vacation time. It is permissible to use five days plus a paid holiday.
3. A maximum of two (2) days vacation time may be used during the Winter Break. The high school custodians may not use vacation during the Wendy's Wrestling Tournament and the Columbian Matron is not to be on duty during this tournament.
4. Columbian High School custodians may not use vacation time the week prior to and including graduation day.
5. Vacation may not be used in conjunction with an unrestricted personal day. Unrestricted personal days may not be used in conjunction with a paid holiday or vacation days.
6. Vacation time must be requested on the proper form at least two (2) weeks prior to the date vacation is to be used.
7. The request must first be presented to the building principal and then approved by the Director of Operations. The decision will be based upon substitute availability. If the number of custodians requesting vacation exceeds the number of substitutes available, the decision will be based upon District seniority.
8. If a vacation day is approved, the employee has one (1) week prior to the date requested to cancel the request.
9. Any agreements with other custodial staff in the building who could cover during the requested absence must be included with the request for vacation time.
10. An absence statement must be filled out upon return to work.

(Approval date: October 28, 2000)

(Re-approval date: July 23, 2001)

(Re-approval date: June 27, 2006)

(Re-approval date: October 27, 2009)

SUPPORT STAFF RECRUITING/POSTING OF VACANCIES/HIRING

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

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

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

Rehiring of Retirees

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

[Re-adoption date: April 27, 2010]

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

ORC Chapter 124

3309.345

3319.04; 3319.081 et seq.; 3319.39

3327.10

4141.29

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

3309-1-61

CROSS REFS.: AC, Nondiscrimination

ACA, Nondiscrimination on the Basis of Sex

ACB, Nondiscrimination on the Basis of Disability

GBA, Equal Opportunity Employment

GBQ, Criminal Record Check

GCD, Professional Staff Hiring

PART-TIME, TEMPORARY AND SUBSTITUTE SUPPORT STAFF EMPLOYMENT

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

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

LEGAL REFS.: ORC 124.27
3319.081; 3319.141

SUPPORT STAFF ORIENTATION

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

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

SUPPORT ASSIGNMENTS AND TRANSFERS

The assignment and transfer of all support staff is the responsibility of the Superintendent; however, promotional transfers are made only by the Board upon the recommendation of the Superintendent. A request for transfer is made in writing to the Superintendent.

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

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

ORC 124.32

3319.01

OAC 3301-35-03(A)

CROSS REF.: GBQ, Criminal Record Check

SUPPORT STAFF TIME SCHEDULES

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

[Adoption date: January 9, 1989]
[Re-adoption date: July 23, 2001]
[Re-adoption date: May 27, 2008]

LEGAL REF.: ORC 3319.086

SUPPORT STAFF EXTRA DUTY

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

[Adoption date: January 9, 1989]
[Re-adoption date: June 14, 1993]
[Re-adoption date: July 23, 2001]
[Re-adoption date: May 27, 2008]

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

CROSS REF.: KG, Community Use of School Facilities (Equal Access)

SUPPORT STAFF EXTRA DUTY

1. Hours worked means all hours during which the individual is required to be on duty -- generally from the required starting time to normal quitting time.
 - A. Meal periods do not count as hours worked unless the individual is required to perform work duties during the meal period.
 - B. Break periods of 20 minutes or less count as work time.
 - C. Hours for which an employee is compensated for sick leave, but during which he/she does not actually work, will not be computed as "hours worked" for the purposes of determining overtime eligibility.
2. Individuals who begin work earlier or work later than their assigned hours must receive prior authorization from their immediate supervisor.
3. Employees must have worked 40 hours or more in a given week in order to earn one and one-half times the hourly rate for work performed on a Saturday.
4. Individuals who work in excess of eight hours per day will be paid at the rate of one and one-half times their hourly rate.

(Approval date: June 19, 1993)
(Re-approval date: July 23, 2001)
(Re-approval date: May 27, 2008)

SUPPORT STAFF DEVELOPMENT OPPORTUNITIES

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

Therefore, all support staff employees are encouraged to grow in job skills and to take additional training that will improve their skills on the job. It is the responsibility of all building principals to assist to the maximum degree in the training of support staff assigned to their buildings.

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 may be granted by the Superintendent without loss of pay to the employee.

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

LEGAL REF.: OAC 3301-35-03

CROSS REF.: CA, Administration Goals

EVALUATION OF SUPPORT STAFF

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

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

The services of all support employees are evaluated at least once a year.

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

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

EVALUATION OF SUPPORT STAFF

1. All support staff members are evaluated annually by their immediate supervisors; however, food service employees are members of the O.A.P.S.E. bargaining unit. They will be evaluated according to the conditions specified in the Master Agreement between the Tiffin City Board of Education and the O.A.P.S.E. unit.
2. The supervisor assesses the employee on the basis of work performance and abilities. Evaluation forms are completed in triplicate, with an additional narrative report if necessary. The supervisor also submits his/her recommendation regarding continued employment of the employee.
3. After completing the evaluation form, the supervisor conducts a conference to discuss with the employee:
 - A. the reasons for the performance evaluation and
 - B. the areas where work performance should be improved.
4. The supervisor and the employee will sign the evaluation form at the close of the conference.
5. One copy of the complete evaluation form is included in the employee's personnel file and one copy is given to the employee. The employee has access to the evaluation reports in his/her personnel file.

(Approval date: January 9, 1989)

(Re-approval date: July 23, 2001)

(Re-approval date: May 24, 2005)

(Re-approval date: May 27, 2008)

REDUCTION IN SUPPORT STAFF WORKFORCE

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: January 24, 2006]

LEGAL REF.: ORC 124.32; 124.321
3319.172
4141.29

RESIGNATION OF SUPPORT STAFF MEMBERS

Any support staff member may terminate his/her contract of employment with this District by filing a written notice of such termination with the Treasurer of the Board 30 days prior to the effective date of termination.

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

LEGAL REF.: ORC 3319.081

SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

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

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

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

[Adoption date: January 9, 1989]
[Re-adoption date: July 23, 2001]
[Re-adoption date: May 27, 2008]
[Re-adoption date: April 27, 2010]

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

CROSS REF.: GBQ, Criminal Records Check