

## SECTION G: PERSONNEL

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GA	Personnel Policies Goals
GBA	Equal Opportunity Employment
GBB	Staff Involvement in Decision Making (Also ABB)
GBCA	Staff Conflict of Interest
GBCB	Staff Conduct
GBCC	Staff Dress and Grooming
GBD	Board-Staff Communications (Also BG)
GBE	Staff Health and Safety
GBE-R	Staff Health and Safety Regulation
GBG	Staff Participation in Political Activities
GBH	Staff-Student Relations (Also JM)
GBI	Staff Gifts and Solicitations
GBIA	Online Fundraising Campaigns/Crowdfunding
GBK	No Tobacco Use on District Property by Staff Members
GBL	Personnel Records
GBM	Staff Complaints and Grievances
GBP	Drug-Free Workplace Act
GBQ	Criminal Records Check
GBR	Family and Medical Leave
GBR-R	Family and Medical Leave Regulation
GBS	Health Insurance Portability and Accountability (HIPAA)
GBS-E	Notice of Privacy Practices
GCA	Professional Staff Positions
GCB-1	Professional Staff Contracts and Compensation Plans (Teachers)
GCB-2	Professional Staff Contracts and Compensation Plans (Administrators)
GCBA	Professional Staff Salary Schedules
GCBB	Professional Staff Supplemental Contracts
G CBD	Professional Staff Leaves and Absences
GCBE-2-R	Professional Staff Vacations and Holidays (Administrators) Regulation
GCC	Professional Staff Recruiting
GCD	Professional Staff Hiring
GCD-R	Professional Staff Hiring Regulation
GCE	Part-Time and Substitute Professional Staff Employment
GCI	Professional Staff Assignments and Transfers
G CJ	Professional Staff Time Schedules
GCL	Professional Staff Development Opportunities
GCLB	Professional Staff Local Development Committee
G CN-1	Evaluation of Professional Staff (Ohio Teacher Evaluation System) (Also AFC-1)
G CN-2	Evaluation of Professional Staff (Administrators Both Professional and Support) (Also AFC-2)

SECTION G: PERSONNEL  
(Continued)

GCN-2-R	Evaluation of Professional Staff (Administrators Both Professional and Support) (Also AFC-R) Regulation
GCNA	Evaluation of School Counselors (Also AFCA)
GCPA	Reduction in Professional Staff Work Force
GCPA-R	Reduction in Professional Staff Work Force Regulation
GCPAA	Reduction in Administrative Staff Work Force
GCPB	Resignation of Professional Staff Members
GCPCA	Severance Pay
GCPD	Suspension and Dismissal of Professional Staff Members
GCQAB	Tutoring for Pay
GDA	Support Staff Positions
GDB-R	Support Staff Contracts and Compensation Plans Regulation
GDBB	Support Staff Pupil Activity Contracts
GDBD	Support Staff Leaves and Absences
GDBE	Support Staff Vacations
GDBE-R	Custodial Staff Vacations
GDC/GDCA/GDD	Support Staff Recruiting/Posting of Vacancies/Hiring
GDE	Part-Time, Temporary and Substitute Support Staff Employment
GDF	Support Staff Orientation
GDI	Support Staff Assignments and Transfers
GDJ	Support Staff Time Schedules
GDKA	Support Staff Extra Duty
GDKA-R	Support Staff Extra Duty Regulation
GDL	Support Staff Development Opportunities
GDN	Evaluation of Support Staff (Also AFD)
GDN-R	Evaluation of Support Staff (Also AFD-R) Regulation
GDPA	Reduction in Support Staff Work Force
GDPB	Resignation of Support Staff Members
GDPD	Suspension and Dismissal of Support Staff Members

## PERSONNEL POLICIES GOALS

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

The goals of the personnel program include:

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

[Adoption date: January 9, 1989]

[Re-adoption date: April 26, 1993]

[Re-adoption date: July 23, 2001]

[Re-adoption date: October 23, 2018]

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 to abide by, the laws of the state of Ohio and the negotiated agreement, the policies of the Board and the administrative regulations designed to implement them.

The Board expects staff members to conduct themselves in a manner that 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]

[Re-adoption date: August 22, 2017]

LEGAL REFS.: Gun-Free Schools Act; 20 USC 7151  
Gun-Free School Zones Act; 18 USC 922  
ORC 124.34  
2923.1210; 2923.1212; 2923.122  
3319.081; 3319.16; 3319.31; 3319.36

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

## STAFF DRESS AND GROOMING

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

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

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

[Adoption date: 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 that promote the health and safety of school personnel.

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

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

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

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

### Workers' Compensation

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

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

The injured employee may be requested to undergo chemical testing, as established by law and administrative regulation. The employee must prove that the injury was not proximately caused by the employee being intoxicated, or under the influence of a controlled substance not prescribed by the employee's physician or under the influence of marijuana (marijuana). The results of, or the employee's refusal to submit to, any of the requested chemical tests may affect the employee's eligibility to receive worker's 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]  
[Re-adoption date: December 20, 2016]

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

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

## STAFF HEALTH AND SAFETY

### Workers' Compensation Benefits Eligibility – Chemical Testing

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

### Testing Procedures

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

1. Within eight hours of the injury, the employee's blood alcohol level tests equal to or greater than .08%\*.
2. Within eight hours of the injury, the employee's breath alcohol level tests equal to or greater than .08g/210L\*.
3. Within eight hours of the injury, the employee's urine alcohol level tests equal to or greater than .11g/100 ml\*.
4. Within 32 hours of the injury, the employee tests above both the following levels established for an enzyme multiplied immunoassay technique (EMIT) screening test and above the following levels established for a gas chromatography/mass spectrometry test, or in the alternative, above the levels established for a gas chromatography/mass spectrometry (GC/MS) test alone as follows, for substances not prescribed by a physician or marijuana (marijuana):
  - A. for amphetamines, 1000 ng/ml of urine for the EMIT test and 500 ng/ml of urine for the GC/MS test;
  - B. for cannabinoids, 50 ng/ml of urine for the EMIT test and 15 ng/ml of urine for the GC/MS test;
  - C. for cocaine, including crack cocaine, 300 ng/ml of urine for the EMIT test and 150 ng/ml of urine for the GC/MS test;
  - D. for opiates, 2000 ng/ml of urine for the EMIT test and 2000 ng/ml of urine for the GC/MS test and

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

#### Legal Protections

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

#### Confidentiality

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

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

(Approval date: March 25, 2008)  
(Re-approval date: December 20, 2016)

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

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

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

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

### Vendor Compensation

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

### 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 prior approval of the Superintendent.

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

Staff members are prohibited from soliciting funds in the name of the school or District through the use of online fundraising or a crowdfunding campaign without approval of the Superintendent. All crowdfunding campaigns must comply with District policies and procedures.

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: November 27, 2018]

LEGAL REFS.: ORC 102.03  
117.01  
2921.43  
3313.81; 3313.811  
3315.15  
3329.10

CROSS REFS.: GBIA, Online Fundraising Campaigns/Crowdfunding (Also IGDFFA)  
IGDG, Student Activities Funds Management  
IICA, Field Trips  
JL, Student Gifts and Solicitations

## ONLINE FUNDRAISING CAMPAIGNS/CROWDFUNDING

The Board believes that online fundraising campaigns, including crowdfunding campaigns, may support and further the interests of the District.

All crowdfunding campaigns must be reviewed by and receive prior approval from the Superintendent.

In order for a crowdfunding campaign to be approved, the campaign must:

1. be conducted in compliance with all State and Federal laws, as well as relevant District policies and procedures, including those governing the confidentiality of student information. No information that could personally identify a student, including student names or images, may be used without the prior written consent of parents or adult students. The Superintendent must review all images and text used as part of the campaign.
2. be compatible with the District's educational philosophy, needs, technical infrastructure, and core values. The organizer must submit in writing to the Treasurer a statement identifying the purpose(s) for raising the money. All online fundraisers must be conducted in accordance with District policies and procedures.
3. be in the name of the school or District with all donations being sent, paid or contributed directly to the school or District. Staff are prohibited from establishing campaigns that are directly sent, paid or contributed to a staff member in lieu of the District or school.
4. be reviewed to determine whether the crowdfunding site obligates the District to assume any responsibility to file required reports of charitable activities.

The Superintendent maintains a documentation of campaign approval, details of the campaign, a printed copy of the website, copies of all related agreements and permission forms, copies of any checks donated and any inventory listing non-monetary donations.

No donations of money, property, equipment, or materials are accepted without Board approval and all donations accepted are the property of the District. Upon acceptance, donations are promptly entered into the District property inventory or deposited into District bank accounts and are subject to normal fiscal oversight and auditing. Donations are used solely for the purpose(s) stated in the campaign provided the purposes are lawful and do not remove the authority of the Board.

[Adoption date: November 27, 2018]

LEGAL REFS.: Family Educational Rights and Privacy Act; 20 USC Section 1232g  
ORC 9.38  
2921.43  
3313.51  
3319.321

CROSS REFS.: GBCA, Staff Conflict of Interest  
GBI, Staff Gifts and Solicitations  
IGDF, Student Fundraising Activities  
KH, Public Gifts to the District  
KI, Public Solicitations in the Schools

## NO TOBACCO USE ON DISTRICT PROPERTY BY STAFF MEMBERS

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

For the purpose of this policy, “tobacco” is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, electronic cigarette, and any other smoking product, and spit tobacco, also known as smokeless, dip, chew and snuff, in any form. Nicotene may be used if it is part of a tobacco cessation program.

For the purpose of this policy, any form of nicotine is considered “tobacco.”

### Tobacco Use Prohibited

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

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

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

### Tobacco Advertisements and Promotions

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

### Providing Notice to Staff

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

Enforcement

Disciplinary measures taken against staff for violations of this policy comply with the requirements of State law, related District policies and regulations and/or the staff negotiated agreements.

Educational Reinforcement

Tobacco use prevention education is closely coordinated with the other components of the school health program. Staff responsible for teaching tobacco use prevention education ~~shall~~ have adequate pre-service training and participate in ongoing professional development activities to effectively deliver the education program.

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

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

[Adoption date: December 19, 1994]  
[Re-adoption date: July 23, 2001]  
[Re-adoption date: May 27, 2014]

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

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

## PERSONNEL RECORDS

The Superintendent develops and implements a comprehensive and efficient system of personnel records. The 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 State law. The appeal procedure permits any employee who disputes the accuracy, relevance, timeliness or completeness of information maintained in his/her file to compel the District to investigate the current status of the information.
8. Personnel records should be reviewed only within the confines of the Superintendent's office or the Board's office.

[Adoption date: 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]  
[Re-adoption date: June 25, 2013]  
[Re-adoption date: December 20, 2016]

LEGAL REFS.: Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.  
ORC 9.01; 9.35  
111.41; 111.42; 111.43; 111.46; 111.47; 111.99  
149.011; 149.41; 149.43  
1347.01 et seq.  
3317.061  
3319.311; 3319.314  
4113.23

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

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



## STAFF COMPLAINTS AND GRIEVANCES

The Board encourages the administration to develop effective means for resolving differences that may arise among employees and between employees and administrators; 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

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

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

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

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

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

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

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

[Adoption date: August 17, 1992]

[Re-adoption date: July 23, 2001]

[Re-adoption date: December 20, 2016]

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

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

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

## CRIMINAL RECORDS CHECK

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

At the time of candidates' initial application for employment, applicants are given a separate written statement informing them that each must provide a set of fingerprint impressions as part of the criminal records check process and that the Board uses a criminal records check as part of the initial hiring process and at various times during the employment career. The Board may employ persons on the condition that the candidate submit to and pass a BCI criminal records check in accordance with State law. Any person conditionally hired who fails to pass a BCI criminal records check is released from employment.

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

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

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

### Volunteers

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

### Contractors

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

[Adoption date: 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]  
[Re-adoption date: June 25, 2013]  
[Re-adoption date: October 24, 2017]  
[Re-adoption date: June 26, 2018]

LEGAL REFS.: ORC 109.57; 109.572; 109.575; 109.576  
2953.32  
3301.074  
3314.19; 3314.41  
3319.088; 3319.089; 3319.22; 3319.222; 3319.29; 3319.291  
3319.303; 3319.311; 3319.313; 3319.315; 3319.39;  
3319.391; 3319.392  
3327.10  
OAC 3301-83-06

CROSS REFS.: EEAC, School Bus Safety Program  
GBL, Personnel Records  
GCBB, 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, Demotion 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 servicemember) of unpaid family and medical leave in a 12-month period. The Board continues to pay the District's share of the employee's health benefits during the leave. In addition, the District reinstates the employee to the same or an equivalent position after the employee's return from leave.

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

[Re-adoption date: June 25, 2013]

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

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

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

## FAMILY AND MEDICAL LEAVE

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

### Leave Entitlement

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

- ▶ any fixed 12-month “leave year”

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

### Types of Leave

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

1. birth of a newborn child;
2. placement with an employee of a son or daughter for adoption or foster care;
3. care for a spouse, child, or parent with a serious health condition. An employee may not take FMLA leave to care for a parent-in-law;
4. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job;
5. to respond to a “qualifying exigency” that arises because a spouse, child or parent is a military member on covered active duty or

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

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

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

#### Spouses Employed by the District

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

#### Intermittent and Reduced Leave

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

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

Intermittent or reduced leave is available for the employee's own serious health condition; to care for a parent, son or daughter with a serious health condition; 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.

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



If an eligible instructional employee (i.e., those whose principal function is to teach and instruct students in a class, a small group or an individual setting) needs intermittent leave or leave on a reduced leave schedule due to foreseeable medical treatments, and the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, the District may require the employee either to:

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

### Benefits

The Board maintains the employee's health coverage under the group health insurance plan during the period of FMLA leave on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. Prior to the beginning of the FMLA leave, the employee should make arrangements with the Treasurer to pay the employee's share of health insurance.

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

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

### Notice

When the FMLA leave is foreseeable, the employee must notify the Superintendent at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. An employee shall provide at least verbal notice sufficient to make the District aware that the employee needs FMLA-qualifying leave, and the anticipated timing and duration of the leave.

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

### Certification

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

Upon the employee's return to work from FMLA leave occasioned by the employee's own serious health condition, the Board requires that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

### Reinstatement

When the employee returns from the leave, the Board reinstates the employee to the same or an equivalent position with equivalent benefits, pay, terms, and conditions of employment. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

### Instructional Employees

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

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

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

3. When an instructional employee begins leave less than three weeks before the end of a semester and the leave lasts more than five working days, the Board may require the employee to continue taking leave until the end of the semester.

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

(Approval date: March 25, 2008)

(Re-approval date: April 28, 2009)

(Re-approval date: April 27, 2010)

(Re-approval date: June 25, 2013)

(Re-approval date: July 28, 2015)

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

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

### Confidentiality of Individually Identifiable Health Information

All officers, employees, and agents of the District 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 HIPAA.

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

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

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

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

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

Following the discovery of a breach of unsecured health information, the privacy/security officer will notify each individual whose unsecured protected health information has been, or is reasonably believed to have been accessed, acquired, used or disclosed as a result of a breach. Any individual responsible for the unauthorized use or disclosure is referred to the Superintendent or his/her designee for appropriate disciplinary measures.

#### Privacy/Security Officer

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

#### Notice

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

#### Training

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

#### Documentation

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

[Adoption date: May 19, 2003]

[Re-adoption date: January 28, 2014]

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

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

NOTICE OF PRIVACY PRACTICES  
(Effective Date: *May 27, 2008*)

YOUR INFORMATION. YOUR RIGHTS. OUR RESPONSIBILITIES.

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

If you have questions about this notice please contact: *(Insert name or title of your district privacy official (or other privacy contact) and his/her email address and phone number.)*

Your Rights

You have the right to:

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

Your Choices

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

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

Our Uses and Disclosures

We may use and share your information as we:

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

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

### Your Rights

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

#### Get a copy of health and claims records

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

#### Ask us to correct health and claims records

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

#### Request confidential communications

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

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

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



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

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

Get a copy of this privacy notice

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

Choose someone to act for you

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

File a complaint if you feel your rights are violated

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

Your Choices

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

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

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

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

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

- Marketing purposes
- Sale of your information

Our Uses and Disclosures

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

Help manage the health care treatment you receive

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

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

Run our organization

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

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

Pay for your health services

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

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

### Administer your plan

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

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

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

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

### Help with public health and safety issues

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

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

### Do research

We can use or share your information for health research.

### Comply with the law

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

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

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

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

We can use or share health information about you:

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

Respond to lawsuits and legal actions

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

Our Responsibilities

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

For more information see:

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

Changes to the Terms of this Notice

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

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

## 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 retain properly certified or licensed staff to provide a quality educational programs.

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

Teacher Contracts

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

The basic types of contracts are as follows:

1. Limited Contract

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

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

The Board may, acting on the Superintendent's written recommendation that the teacher not be re-employed, not renew a limited contract so long as evaluation procedures have been completed in compliance with law. The Board must give the teacher written notice of its intent not to re-employ on or before June 1.

2. Extended Limited Contract

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

3. Continuing Contract

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

A continuing contract may be issued to eligible teachers who:

- A. Hold a professional, permanent or life teaching certificate or
- B. Any teacher who was initially issued a teacher's certificate or educator's license prior to January 1, 2011 who meets the following conditions:
  - 1) Holds a professional educator license or a senior professional educator license or lead professional educator license;
  - 2) Has completed the applicable one of the following:
    - a. If the teacher did not hold a master's degree at the time of initially receiving the license, 30 semester hours of course work are required in the area of licensure or in an area related to teaching since the initial issuance of the license.
    - b. If the teacher held a master's degree at the time of initially receiving his/her license, six semester hours of graduate course work are required in the area of licensure or in an area related to teaching since the initial issuance of the license.
- C. Any teacher who never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011 who meets the following conditions:
  - 1) Holds a professional educator license or a senior professional educator license or lead professional educator license;
  - 2) Has held an educator license for at least seven years;
  - 3) Has completed the applicable one of the following:
    - a. If the teacher did not hold a master's degree at the time of initially receiving an educator license, 30 semester hours of course work in the area of licensure or an area related to the teaching field since the issuance of the license.

- b. If the teacher held a master's degree at the time of initially receiving his/her license, six semester hours of graduate course work are required in the area of licensure or in an area related to teaching since the initial issuance of the license.

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

If the Board rejects the recommendation for re-employment of the teacher, the Superintendent may recommend re-employment of the teacher under an extended limited contract for a term not to exceed two years, if continuing service status has not previously been attained elsewhere. Written notice of the Superintendent's intention to make such a recommendation must be given to the teacher with reasons directed at the professional improvement of the teacher on or before June 1. Upon subsequent re-employment of the teacher, only a continuing contract may be entered into.

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

The Board declares its intention not to re-employ the teacher by giving the teacher written notice on or before June 1. If evaluation procedures have not been completed in compliance with law or if the Board fails to give the teacher written notice of its intent not to re-employ by the aforementioned date, the teacher is re-employed under an extended limited contract for a term not to exceed one year at the same salary plus any increment provided by the salary schedule.

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

[Adoption date: 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]  
[Re-adoption date: November 27, 2018]

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 retain properly certified or licensed 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 and a written copy is given to the administrator no later than the end of the administrator's contract year as defined by his/her salary notice.

In the year an administrator's contract does expire, two evaluations are completed: one preliminary and one final. The preliminary evaluation is conducted at least 60 days prior to any Board action on the employee's contract, and a written copy of the preliminary evaluation is given to the administrator at this time.

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

Before June 1, any administrator whose contract expires at the end of the school year is notified by the Board of the date on which the contract expires and of the individual's right to request a meeting with the Board in executive session to discuss the reasons for considering renewal or nonrenewal of his/her contract. Also prior to June 1 of the year in which the employment contract expires, any administrator whom the Board intends to nonrenew receives written notification of the Board's intent not to re-employ.

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

[Adoption date: January 9, 1989]  
[Re-adoption date: June 21, 1993]  
[Re-adoption date: July 23, 2001]  
[Re-adoption date: April 22, 2008]  
[Re-adoption date: June 25, 2013]  
[Re-adoption date: November 27, 2018]

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

CROSS REFS.: GCBA, 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. In any case, supplemental contracts expire automatically at the end of their term, with or without Board action.

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 and State law.

[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]  
[Re-adoption date: April 23, 2013]

LEGAL REFS.: ORC 3313.53; 3313.539  
3319.08; 3319.11; 3319.111; 3319.303; 3319.39; 3707.52  
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 and Supervisors)

VACATIONS

The Board believes that it is beneficial to the District that professional personnel and other administrators employed at least 250 days each year be given periodic relief from responsibilities of their positions without loss of compensation; therefore each professional employee or other administrator 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 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.

The Board reserves the right to grant earned vacation based on the terms of employment appearing under an approved contract.

(Approval date: March 8, 1993)  
(Re-approval date: July 23, 2001)  
(Re-approval date: May 27, 2008)  
(Re-approval date: July 26, 2011)  
(Re-approval date: August 22, 2017)



## 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 properly certified or licensed candidates for employment. Through recruiting and evaluation procedures, the Superintendent recruits and recommends to the Board the employment and retention of personnel.

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

The following guidelines are used in the selection of personnel.

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

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

### Employment of Retired Administrators

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

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

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

### Rehiring of Retirees

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

[Adoption date: January 28, 2002]

[Re-adoption date: October 22, 2013]

[Re-adoption date: October 23, 2018]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.  
ORC 2921.42  
3307.01; 3307.353  
3313.53  
3319.02; 3319.07; 3319.074; 3319.08; 3319.088; 3319.11; 3319.22  
through 3319.31; 3319.39  
3323.06  
OAC 3301-35-05; 3301-35-06  
3307.1-13-03

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

## PROFESSIONAL STAFF HIRING

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

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

A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operation of the District. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education (SBOE).

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

Notwithstanding Ohio Revised Code Section (RC) 3319.09, this policy applies to any person employed under a teacher license issued under RC 3319, or under a professional or permanent teacher's certificate issued under former RC 3319.222, and who spends at least 50% of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.

### Credentialed Evaluators

Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of Education (ODE). Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment. The Board adopts a list of approved credentialed evaluators chosen from ODE's list.

### Effectiveness Rating

Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. This rating will be determined based on 50% teacher performance and 50% student growth measures. Student growth will be determined through multiple measures.

Annually, the Board submits to the ODE the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

### Teacher Performance Calculation

Teachers are evaluated via two formal observations and periodic classroom walk-throughs. The teacher performance measure is based on the Ohio Standards for the Teaching Profession.

The Superintendent/designee selects/develops evaluation tools to calculate teacher performance. The Board directs the Superintendent/designee to develop procedures for these evaluation tools.

### Student Growth Calculation

For the purpose of this policy, student growth means the change in student achievement for an individual student between two or more points in time. Student growth is evaluated by a combination of: (1) Value-added data or an alternative student academic progress measure if adopted under RC 3302.03(C)(1)(e); (2) ODE-approved assessments and/or (3) Board-determined measures. When available, value-added data or an alternative student academic progress measure if adopted under RC 3302.03(C)(1)(e) shall be included in the multiple measures used to evaluate student growth in proportion to the part of the teacher's schedule of courses or subjects for which the value-added progress dimension is applicable.

If a teacher's schedule is comprised only of courses or subjects for which value-added data is applicable, the entire student academic growth factor of the evaluation for such teachers shall be based on the value-added progress dimension.

Students with 45 or more excused or unexcused absences during the full academic year will not be included in the calculation of student academic growth. Data from Board-determined multiple measures will be converted to a score of: (1) Least Effective, (2) Approaching Average, (3) Average, (4) Above Average or (5) Most Effective student growth levels.

### Professional Growth and Improvement Plans

Teachers with a final summative rating of Accomplished must develop professional growth plans and choose their credentialed evaluators from the Board-approved evaluator list.

Teachers with a final summative rating of Skilled must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list and will have input on their credentialed evaluator.

Teachers with a final summative rating of Developing must develop professional growth plans with their credentialed evaluators. The Superintendent/designee approves the professional growth plan and assigns the credentialed evaluator.

Teachers with a final summative rating of Ineffective must develop an improvement plan with their credentialed evaluators. The Superintendent/designee approves the improvement plan and assigns the credentialed evaluator.

### Evaluation Time Line

District administrators evaluate teachers annually. Annual evaluations include two formal observations at least 30 minutes each and periodic classroom walk-throughs. Teachers, who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal, receive at least three formal observations during the evaluation cycle.

All teacher evaluations are completed by May 1. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10.

The Board evaluates teachers receiving effectiveness ratings of Accomplished on those teachers' most recent evaluations carried out under this policy, and whose student growth measures are at least average or higher every three years. Such evaluations are completed by May 1 of the evaluation year. Teachers evaluated on this basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held.

The Board evaluates teachers receiving effectiveness ratings of Skilled on those teachers' most recent evaluations carried out under this policy, and whose student growth measures are at least average or higher every two years. Biennial evaluations conducted under this policy are completed by May 1 of the evaluation year. Teachers evaluated on a biennial basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held.

#### Testing for Ineffective Teachers in Core Subjects

Beginning with the 2015-2016 school year, teachers of core subject areas, as defined by State law, who have received a rating of Ineffective for two of the three most recent school years must register for and take all written examinations of content knowledge selected by ODE.

#### Retention and Promotion

The Board uses evaluation results for retention and promotion decisions. The Board adopts procedures for use by District administrators in making retention and promotion decisions based on evaluation results.

Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations.

#### Poorly Performing Teachers

The Board uses evaluation results for removing poorly performing teachers. The Board adopts procedures for removing poorly performing teachers based on evaluation results.

#### Professional Development

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

[Adoption date: January 9, 1989]  
[Re-adoption date: July 23, 2001]  
[Re-adoption date: May 27, 2008]  
[Re-adoption date: April 23, 2013]  
[Re-adoption date: October 22, 2013]  
[Re-adoption date: February 24, 2015]  
[Re-adoption date: October 27, 2015]  
[Re-adoption date: August 22, 2017]  
[Re-adoption date: June 26, 2018]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF PROFESSIONAL STAFF  
(Administrators Both Professional and Support)

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

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

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

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

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

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

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

## Ohio Principal Evaluation System (OPES)

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

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

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

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

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

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

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

[Adoption date: July 9, 1989]

[Re-adoption date: May 10, 1993]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

[Re-adoption date: April 23, 2013]

[Re-adoption date: October 22, 2013]

[Re-adoption date: October 27, 2015]

[Re-adoption date: June 26, 2018]

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

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



EVALUATION OF PROFESSIONAL STAFF  
(Administrators Both Professional and Support)

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

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

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

(Approval date: January 9, 1989)

(Re-approval date: July 23, 2001)

(Re-approval date: May 27, 2008)

(Re-approval date: April 23, 2013)

## EVALUATION OF SCHOOL COUNSELORS

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

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

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

### Effectiveness Rating

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

### Evaluation Time Line

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

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

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

#### Professional Growth and Improvement Plans

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

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

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

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

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

#### Retention and Promotion

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

#### Poorly Performing Counselors

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

#### Professional Development

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

[Adoption date: September 27, 2016]  
[Re-adoption date: August 22, 2017]

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

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 from the District, 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, negotiated agreements, and adopted handbooks. Unless otherwise governed by a written contract of employment, the formula for calculating severance pay for employees in Administrative, Psychologist, Treasurer and Supervisor positions will be governed by the same terms that then apply to certificated/licensed personnel. An employee who fails to meet the eligibility requirement applicable to his/her position will be granted a severance amount then in accordance with State law. Upon payment of severance pay, the retiring employee's sick leave accumulation is reduced to zero.

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

[Re-adoption date: May 26, 2015]

LEGAL REFS.: ORC 9.90  
124.39

CONTRACT REF.: Teachers' Negotiated Agreement

## SUSPENSION AND TERMINATION OF PROFESSIONAL STAFF MEMBERS

### Suspension

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

### Termination

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

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]

[Re-adoption date: June 26, 2018]

LEGAL REFS.: ORC 124.36  
3319.02; 3319.11; 3319.16; 3319.161; 3319.17

CROSS REF.: GBQ, Criminal Records Check

CONTRACT REF.: Teachers' Negotiated Agreement

## TUTORING FOR PAY

No teacher may tutor for pay a student who is a member of his/her class 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 and State law.

[Adoption date: October 24, 2006]

[Re-adoption date: April 22, 2008]

[Re-adoption date: December 16, 2008]

[Re-adoption date: April 23, 2013]

LEGAL REFS.: ORC 3313.18; 3313.53; 3313.539  
3319.081; 3319.083; 3319.303; 3319.39; 3707.52  
OAC 3301-20-01  
3301-27-01

CROSS REFS.: GBQ, Criminal Records Check  
GCB, 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. In making these appointments, the Superintendent carefully observes all pertinent laws and negotiated agreements, as well as any regulations that may be approved from time to time by the Board.

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

### Rehiring of Retirees

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

[Adoption date: January 9, 1989]

[Re-adoption date: July 23, 2001]

[Re-adoption date: May 27, 2008]

[Re-adoption date: April 27, 2010]

[Re-adoption date: October 22, 2013]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.

Fair Credit Reporting Act: 15 USC 1681 et seq.

ORC Chapter 124

3309.345

3319.031; 3319.04; 3319.081 et seq.; 3319.39

3327.10

4141.29

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

3309-1-61

CROSS REFS.: AC, Nondiscrimination

ACA, Nondiscrimination on the Basis of Sex

ACB, Nondiscrimination on the Basis of Disability

GBA, Equal Opportunity Employment

GBQ, Criminal 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 in excess of 40 hours in said week. A given week shall be defined as the seven day period beginning on Sunday and ending on Saturday.
4. Individuals who work in excess of forty hours per week 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)  
(Re-approval date: June 26, 2018))

## 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