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SECTION G: PERSONNEL  
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## 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: May 9, 1985]

[Re-adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

[Re-adoption date: October 24, 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)

McDonald Local School District, McDonald, Ohio

## 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: August 8, 1984]

[Re-adoption date: November 16, 2009]

[Re-adoption date: July 18, 2011]

[Re-adoption date: October 10, 2016]

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 maintains an environment that supports personal and organizational performance excellence by allowing all employees the opportunity to develop and use their full potential to achieve District goals and objectives.

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.

All employees have the opportunity to bring their ideas and/or concerns to the Board through the recognized administrative channels. Final authority for all decisions rests with the Board.

[Adoption date: August 8, 1984]

[Re-adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

LEGAL REF.: OAC 3301-35-05

CROSS REFS.: AD, Development of Philosophy of Education  
BCE, Board Committees  
BCF, Advisory Committees to the Board  
BF, Board Policy Development and Adoption  
CCB, Staff Relations and Lines of Authority  
CD, Management Team  
CE, Administrative Councils, Cabinets and Committees  
DBD, Budget Planning (Five-Year Forecast)  
GCD, Professional Staff Hiring  
GDD, Classified Staff Hiring  
IF, Curriculum Development

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

## STAFF CONFLICT OF INTEREST

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

Employees shall not engage in work of any type in which information concerning a 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: May 9, 1985]

[Re-adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

LEGAL REFS.: ORC 2921.42  
3313.811  
3319.21  
3329.10  
4117.20

CROSS REFS.: GBCB, Staff Conduct  
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, the negotiated agreement, the policies of the Board and the administrative regulations designed to implement them. All educators also are required to comply with the Licensure Code of Professional Conduct for Ohio Educators.

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 ordinance into a school safety zone.

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

1. faithfulness and promptness in attendance at work;
2. support and enforcement of policies of the Board and regulations of the administration;
3. diligence in submitting required reports promptly at the times specified;
4. care and protection of District property 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: May 9, 1985]

[Re-adoption date: November 16, 2009]

[Re-adoption date: April 11, 2011]

[Re-adoption date: October 10, 2016]

[Re-adoption date: April 26, 2017]

[Re-adoption date: March 20, 2019]

[Re-adoption date: June 29, 2020]

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; 3319.311; 3319.36  
OAC Chapter 3301-73

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: October 10, 2016]

LEGAL REF.: ORC 3313.20

CROSS REFS.: GBCB, Staff Conduct  
Professional Staff Handbook  
Classified Staff Handbook

## BOARD-STAFF COMMUNICATIONS

The Board wishes to maintain open channels of communication with the staff. The basic line of communication between the Board and the staff is through the Superintendent. Staff members should utilize the Superintendent to communicate to the Board or its subcommittees. All official communications, policies and directives of staff interest and concern are communicated to staff members through the Superintendent. The Superintendent develops appropriate methods to keep staff members informed of the Board's issues, concerns and actions.

Board members must recognize that their presence in school buildings could be subject to a variety of interpretations by school employees. If a visit to a school or classroom is being made for other than general interest, Board members shall inform the Superintendent and make arrangements for visitation through the principal of the particular school. General interest visits are defined as informal expressions of interest in school affairs and not as inspections or visits for supervisory or administrative purposes. Board members will indicate to the principal the reason(s) for the visit. Official visits by Board members are carried out only under Board authorization.

[Adoption date: August 8, 1984]

[Re-adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

LEGAL REF.: ORC 3313.20(A)

CROSS REFS.: AFA, Evaluation of School Board Operational Procedures (Also BK)  
BDDH, Public Participation at Board Meetings (Also KD)  
GBM, Staff Complaints and Grievances  
KK, Visitors to the Schools

## STAFF HEALTH AND SAFETY

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

All employees are expected to observe commonly recognized practices 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, under the influence of a controlled substance not prescribed by the employee's physician or under the influence of marihuana (marijuana). The results of, or the employee's refusal to submit to, any of the requested chemical tests may affect the employee's eligibility to receive workers' compensation benefits.

[Adoption date: May 9, 1985]  
[Re-adoption date: November 16, 2009]  
[Re-adoption date: July 18, 2011]  
[Re-adoption date: October 10, 2016]  
[Re-adoption date: December 19, 2018]

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, Classified Staff Fringe Benefits  
Staff Handbooks

## STAFF HEALTH AND SAFETY

### Workers' Compensation Benefits Eligibility – Chemical Testing

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

### Testing Procedures

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

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

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

#### Legal Protections

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

#### Confidentiality

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

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

(Approval date: November 16, 2009)  
(Re-approval date: October 10, 2016)  
(Re-approval date: December 19, 2018)

## STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

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

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

[Adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

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 that could be considered sexually suggestive or involve the presence or use of tobacco, alcohol or drugs.
6. Soliciting, encouraging, engaging or consummating an inappropriate relationship with any student, minor or individual who was a student in the preceding 12 months is prohibited.
7. Staff members shall not use disparaging remarks, insults or sarcasm against students under any circumstances.
8. Staff members shall maintain appropriate professional, emotional and social boundaries in 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 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 willingly or knowingly violate any student confidentiality required by Federal or State law.
13. Staff members shall not groom a student or minor for the purpose of establishing an inappropriate emotional, romantic or sexual relationship.

#### Social Media

1. District staff are prohibited from posting data, documents, photographs or inappropriate information on any social media platform that might result in a disruption of classroom activity or that violates State or Federal law relating to staff and student privacy. The Superintendent/designee has full discretion in determining when a disruption of classroom activity has occurred.
2. District staff are prohibited from providing personal social media passwords to students.
3. Fraternization between District staff and students via the internet, personal email accounts, text messaging, personal social media and other modes of virtual technology is also prohibited.
4. Access of personal social media during school hours is prohibited.

Violation of the prohibitions listed above may 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. Violations by staff also may be reported to the Ohio Department of Education for further investigation. Nothing in this policy prohibits District staff and students from the use of educational websites and/or use of social media created for curricular, cocurricular or extracurricular purposes.

[Adoption date: April 30, 2000]  
[Re-adoption date: July 18, 2000]  
[Re-adoption date: November 16, 2009]  
[Re-adoption date: April 11, 2011]  
[Re-adoption date: October 10, 2016]  
[Re-adoption date: December 19, 2018]  
[Re-adoption date: June 29, 2020]

LEGAL REF.: ORC 3313.20; 3319.31; 3319.311  
OAC Chapter 3301-73

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

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

## STAFF GIFTS AND SOLICITATIONS

### Gifts

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

[Adoption date: October 10, 2016]

[Re-adoption date: October 24, 2018]

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.

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 IG DFA)  
IGDG, Student Activities Funds Management  
IICA, Field Trips  
JL, Student Gifts and Solicitations

## ONLINE FUNDRAISING CAMPAIGNS/CROWDFUNDING

Crowdfunding campaigns on behalf of the District, or any school within the District by any school employee or official is prohibited. Staff is not permitted to use the name of the District or any of its schools, or any images or text related to the District, in any online fundraising effort or campaign.

[Adoption date: October 24, 2018]

[Re-adoption date: May 22, 2019]

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

For the purpose of this policy, electronic smoking devices and vapor products also are considered a “tobacco product.”

### Tobacco Use Prohibited

No staff member or volunteer is permitted to smoke, inhale, vape, dip or chew tobacco products 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, vape, dip or chew tobacco products 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 have adequate pre-service training and participate in ongoing professional development activities to effectively deliver the education program.

[Adoption date: December 12, 1994]

[Re-adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

[Re-adoption date: May 23, 2018]

[Re-adoption date: November 20, 2019]

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, No Tobacco Use 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: April 30, 1990]

[Re-adoption date: November 16, 2009]

[Re-adoption date: July 18, 2011]

[Re-adoption date: October 10, 2016]

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

ORC 9.01; 9.35

111.41; 111.42; 111.43; 111.46; 111.47; 111.99

149.011; 149.41; 149.43

1347.01 et seq.

3317.061

3319.311; 3319.314

4113.23

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

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

## STAFF COMPLAINTS AND GRIEVANCES

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

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

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

[Adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

LEGAL REFS.: ORC 4117.09; 4117.10

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

CONTRACT REFS.: Teachers’ Negotiated Agreement  
Classified Staff 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: November 19, 1991]  
[Re-adoption date: November 16, 2009]  
[Re-adoption date: October 10, 2016]  
[Re-adoption date: December 19, 2018]

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

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

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

## 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: January 13, 1992]  
[Re-adoption date: November 16, 2009]  
[Re-adoption date: October 10, 2016]  
[Re-adoption date: November 20, 2017]  
[Re-adoption date: August 22, 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, Classified Staff Pupil Activity Contracts  
GDD, Classified Staff Hiring  
GDPD, Suspension, Demotion and Termination of Classified 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 workweeks (or 26 workweeks to care for a covered servicemember) of unpaid family and medical leave in a 12-month period. The Board continues to pay the District's share of the employee's health benefits during the leave. In addition, the District reinstates the employee to the same or an equivalent position after the employee's return from leave.

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

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

[Adoption date: November 16, 2009]

[Re-adoption date: July 18, 2011]

[Re-adoption date: October 10, 2016]

[Re-adoption date: February 19, 2020]

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 3319.13; 3319.141

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

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

## FAMILY AND MEDICAL LEAVE

### Eligibility

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

### Leave Entitlement

An eligible employee is allowed to take up to 12 workweeks of leave during a 12-month period. The District has chosen the following method to determine the 12-month period in which the 12 workweeks of leave entitlement occurs: the 12-month period measured forward from the date any employee's first FMLA leave begins.

An employee may be eligible for 26 workweeks of FMLA leave during a single 12-month period to care for a covered 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 and care of a newborn child;
2. placement with an employee of a son or daughter for adoption or foster care;
3. care for a spouse, child or parent with a serious health condition. An employee may not take FMLA leave to care for a parent-in-law;
4. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job;
5. to respond to a "qualifying exigency" that arises because a spouse, child or parent is a military member on covered active duty or



6. to care for a covered 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 both 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, spouse, 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 may, but 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: November 16, 2009)  
(Re-approval date: July 12, 2010)  
(Re-approval date: June 29, 2015)  
(Re-approval date: March 8, 2016)  
(Re-approval date: October 10, 2016)  
(Re-approval date: February 19, 2020)

## PROFESSIONAL STAFF POSITIONS

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

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

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

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

[Adoption date: May 9, 1985]

[Re-adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

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 men and women to provide a quality educational program.

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

Teacher Contracts

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

The basic types of contracts are as follows:

1. Limited Contract

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

Any teacher employed under a limited contract and not eligible to be considered for a continuing contract is, at the expiration of the contract, considered 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: October 10, 2011]

[Re-adoption date: October 10, 2016]

[Re-adoption date: October 24, 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: November 16, 2009]

[Re-adoption date: October 10, 2016]

[Re-adoption date: October 24, 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 SUPPLEMENTAL CONTRACTS

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

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

Supplemental contracts are limited contracts given for terms not to exceed five years. Supplemental contracts expire automatically at the end of their terms, with or without Board action.

The Board directs the Superintendent/designee to identify those supplemental contract positions that supervise, direct or coach student activity programs that 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: November 16, 2009]

[Re-adoption date: July 18, 2011]

[Re-adoption date: October 10, 2016]

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

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL STAFF FRINGE BENEFITS

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

[Adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

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

CROSS REFS.: EI, Insurance Management  
GCB, Professional Staff Contracts and Compensation Plans

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. 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 upon the type of leave. Deductions are made in salaries for absence in accordance with regulations developed by the administration and approved by the Board.

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

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

[Adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

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 RECRUITING

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

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

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

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

[Adoption date: May 9, 1985]

[Re-adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

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: May 9, 1985]

[Re-adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

[Re-adoption date: August 22, 2018]

[Re-adoption date: October 24, 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, Classified Staff Hiring

## PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

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

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

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

[Adoption date: August 22, 2018]

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

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

## PROFESSIONAL STAFF TIME SCHEDULES

### Administrators

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

### Teachers

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

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

[Adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

LEGAL REFS.: ORC 3313.48; 3313.481; 3313.483  
3319.111

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

CROSS REF.: ICA, School Calendar

CONTRACT REF.: Teachers' Negotiated Agreement

## PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

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

Opportunities for professional growth are provided through such means as:

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

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

[Adoption date: May 9, 1985]

[Re-adoption date: November 16, 2009]

[Re-adoption date: July 18, 2011]

[Re-adoption date: October 10, 2016]

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

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

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).

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.

The Board directs the Superintendent/designee to implement this policy in accordance with State law. This policy has been developed in consultation with teachers employed by the Board. This policy becomes effective at the expiration of any collective bargaining agreement covering teachers employed by the Board that was in effect on November 2, 2018 and must be included in any renewal or extension.

The District will follow policies and procedures in place during the 2019-2020 school year for the 2020-2021 school year and will implement this policy beginning with the 2021-2022 school year.

### Credentialed Evaluators

Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of Education (ODE).

### Final Holistic Rating and Evaluation Cycle

Teachers are assigned a final holistic rating of Accomplished, Skilled, Developing or Ineffective. This rating will be based on a combination of informal and formal observations and supporting evidence using the Teacher Evaluation Rubric.

Annually, the Board submits to the ODE the number of teachers assigned a final holistic 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.

The full evaluation cycle includes:

- Professional Growth/Improvement Plan;

- One formal holistic observation, followed by a conference;
- At least two classroom walkthroughs – with an emphasis on identified focus area(s) when applicable;
- One formal focused observation – with an emphasis on identified focus area(s) and
- One final summative conference.

The teacher performance measure of the evaluation cycle is aligned with the following Ohio Standards for the Teaching Profession:

- Understand student learning and development, respect student diversity and hold high expectations for all students to achieve and progress at high levels;
- Understand the content areas for which they have instructional responsibility;
- Understand and use varied assessments to inform instruction and evaluate and ensure student learning;
- Plan and deliver effective instruction that advances the learning of each student;
- Create learning environments that promote high levels of learning and achievement for all students;
- Collaborate and communicate with students, parents, other teachers, administrators and the community to support student learning and
- Assume responsibility for professional growth and performance as an individual and as a member of a learning community.

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

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 every three years, provided the teacher submits a self-directed Professional Growth Plan and the evaluator determines the teacher is making progress on that plan. 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 every two years, provided the teacher and evaluator jointly develop a Professional Growth Plan and the evaluator determines the teacher is making progress on that plan. 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.

### High-Quality Student Data

High-quality student data (HQSD) is used to guide instructional decisions and meet student learning needs. HQSD used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards;
- Measure what is intended to be measured;
- Be attributable to a specific teacher for course(s) and grade level(s) taught;
- Demonstrate evidence of student learning (achievement and/or growth);
- Follow protocols for administration and scoring;
- Provide trustworthy results and
- Not offend or be driven by bias.

AND the teachers must use the data generated from the HQSD data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning;
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students;
- Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis and
- Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards.

Evaluations use at least two measures of HQSD to provide evidence of student learning attributable to the teacher being evaluated when required.

When applicable to the grade level or subject area taught by a teacher, HQSD includes the value-added progress dimension established under RC 3302.021, except when otherwise prohibited by law.

HQSD may be used as evidence in any component of the evaluation where applicable.

Data from ODE vendor approved assessments may be considered HQSD.

The use of shared attribution measures or student learning objectives is prohibited.

#### Professional Growth and Improvement Plans

Each teacher must develop a Professional Growth or Improvement Plan based on the results of their most recent evaluation. These plans are to be developed annually and must be based on the results of the evaluation and aligned to any existing district or building improvement plan.

Teachers with a final holistic rating of Accomplished must develop a self-directed Professional Growth Plan.

Teachers with a final holistic rating of Skilled must develop a Professional Growth Plan working jointly with the credentialed evaluator.

Teachers with a final holistic rating of Developing must develop a Professional Growth Plan that is guided by their assigned credentialed evaluators.

Teachers with a final summative rating of Ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluators.

#### Retention and Promotion

The Board uses evaluation results for retention and promotion decisions. The Board adopts procedures for use 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: August 8, 1984]  
[Re-adoption date: November 16, 2009]  
[Re-adoption date: June 17, 2013]  
[Re-adoption date: June 15, 2015]  
[Re-adoption date: March 8, 2016]  
[Re-adoption date: October 10, 2016]  
[Re-adoption date: April 26, 2017]  
[Re-adoption date: August 22, 2018]  
[Re-adoption date: July 22, 2020]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.  
ORC 3319.11; 3319.111; 3319.112; 3319.16; 3319.61  
Chapter 4117  
OAC 3301-35-05

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

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF PROFESSIONAL STAFF  
(Administrators Both Professional and Classified)

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

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

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

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

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

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

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

### Ohio Principal Evaluation System (OPES)

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

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

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

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

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: August 8, 1984]

[Re-adoption date: November 16, 2009]

[Re-adoption date: March 8, 2016]

[Re-adoption date: October 10, 2016]

[Re-adoption date: August 22, 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 Classified)

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

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

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

(Approval date: November 16, 2009)

(Re-approval date: October 10, 2016)

## 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: October 10, 2016]

[Re-adoption date: April 26, 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 WORKFORCE

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

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

[Adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

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

CONTRACT REF.: Teachers' Negotiated Agreement

## RESIGNATION OF PROFESSIONAL STAFF MEMBERS

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

[Adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

LEGAL REFS.: ORC 3319.02; 3319.15

## SEVERANCE PAY

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

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

[Adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

LEGAL REF.: ORC 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 or Federal law.

When the behavior is sexual harassment, the Title IX sexual harassment grievance process will be followed, if applicable, prior to imposing any discipline that cannot be imposed without resolution of the Title IX process.

[Adoption date: July 12, 2010]

[Re-adoption date: October 10, 2016]

[Re-adoption date: August 22, 2018]

[Re-adoption date: September 16, 2020]

LEGAL REFS.: Education Amendments of 1972, Title IX; 20 USC 1681 et seq.  
ORC 124.36  
3319.02; 3319.11; 3319.16; 3319.161; 3319.17

CROSS REFS.: ACAA, Sexual Harassment  
GBQ, Criminal Records Check

CONTRACT REF.: Teachers' Negotiated Agreement

McDonald Local School District, McDonald, Ohio

## TUTORING FOR PAY

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

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

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

[Adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

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

## CLASSIFIED STAFF POSITIONS

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

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

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

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

[Adoption date: April 30, 1990]

[Re-adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

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

## CLASSIFIED STAFF CONTRACTS AND COMPENSATION PLANS

### Contracts

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

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

### Compensation Plans

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

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

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

[Adoption date: October 10, 2016]

[Re-adoption date: October 24, 2018]

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

CROSS REFS.: GDBA, Classified Staff Salary Schedules  
GDBC, Classified Staff Fringe Benefits  
GDBD, Classified Staff Leaves and Absences  
GDBE, Classified Staff Vacations and Holidays



## CLASSIFIED STAFF PUPIL ACTIVITY CONTRACTS

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

Nonlicensed/non-certificated 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/non-certificated 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 (SBOE). The Board may terminate or suspend the pupil activity contract if this permit is suspended, revoked or limited by the SBOE.

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: November 16, 2009]

[Re-adoption date: July 18, 2011]

[Re-adoption date: October 10, 2016]

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, Classified Staff Contracts and Compensation Plans  
IGD, Cocurricular and Extracurricular Activities  
IGDJ, Interscholastic Athletics  
IICC, School Volunteers

CONTRACT REF.: Classified Staff Negotiated Agreement

## CLASSIFIED STAFF FRINGE BENEFITS

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

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

[Adoption date: October 10, 2016]

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

CROSS REFS.: EI, Insurance Management  
GDB, Classified Staff Contracts and Compensation Plans

CONTRACT REF.: Classified Staff Negotiated Agreement

## CLASSIFIED STAFF LEAVES AND ABSENCES

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

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

[Adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

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

CROSS REFS.: GBR, Family and Medical Leave  
GDB, Classified Staff Contracts and Compensation Plans

CONTRACT REF.: Classified Staff Negotiated Agreement

## CLASSIFIED STAFF RECRUITING/POSTING OF VACANCIES/HIRING

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

All appointments to the classified 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 classified 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: May 9, 1985]

[Re-adoption date: April 30, 1990]

[Re-adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

[Re-adoption date: August 22, 2018]

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

ORC Chapter 124

3309.345

3319.031; 3319.04; 3319.081 et seq.; 3319.39

3327.10

4141.29

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

3309-1-61

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

CONTRACT REF.: Classified Staff Negotiated Agreement

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

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

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

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

[Adoption date: October 10, 2016]

[Re-adoption date: August 22, 2018]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.  
ORC 124.27  
3319.081; 3319.141; 3319.39  
OAC 3301-35-05; 3301-35-06

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

CONTRACT REF.: Classified Staff Negotiated Agreement

## CLASSIFIED STAFF ORIENTATION

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

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

[Adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

CONTRACT REF.: Classified Staff Negotiated Agreement



## CLASSIFIED STAFF ASSIGNMENTS AND TRANSFERS

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

### Assignments to Nonpublic Schools

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

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

[Adoption date: August 22, 2018]

LEGAL REFS.: ORC 124.32  
3319.01  
OAC 3301-35-03(A)

CROSS REF.: GBQ, Criminal Records Check

CONTRACT REF.: Classified Staff Negotiated Agreement

## CLASSIFIED STAFF DEVELOPMENT OPPORTUNITIES

Classified staff training and development is essential to the efficient and economical operation of the schools.

All classified staff employees are encouraged to grow in job skills and to take additional training that improves their skills on the job. Building principals assist in the training of classified staff assigned to their respective buildings.

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

[Adoption date: May 9, 1985]

[Re-adoption date: April 30, 1990]

[Re-adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

LEGAL REFS.: ORC 3313.20 (D)  
OAC 3301-35-03

CROSS REF.: DLC, Expense Reimbursements

## EVALUATION OF CLASSIFIED STAFF

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

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

The services of all classified staff employees are evaluated. Procedures used in the evaluation process are subject to Board approval or in accordance with the negotiated agreement and/or State law.

[Adoption date: April 30, 1990]

[Re-adoption date: November 16, 2009]

[Re-adoption date: October 10, 2016]

LEGAL REFS.: ORC Chapter 124  
Chapter 4117  
3319.081  
OAC 3301-35-05

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

CONTRACT REF.: Classified Staff Negotiated Agreement

## REDUCTION IN CLASSIFIED STAFF WORKFORCE

Whenever it becomes necessary to reduce the classified staff because of financial reasons, job abolishment, management reorganization, 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: November 16, 2009]

[Re-adoption date: October 10, 2016]

LEGAL REFS.: ORC 124.32; 124.321  
3319.172  
4141.29

CONTRACT REF.: Classified Staff Negotiated Agreement

## SUSPENSION, DEMOTION AND TERMINATION OF CLASSIFIED STAFF MEMBERS

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

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

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

When the behavior is sexual harassment, the Title IX sexual harassment grievance process will be followed, if applicable, prior to imposing any discipline that cannot be imposed without resolution of the Title IX process.

[Adoption date: October 10, 2016]

[Re-adoption date: August 22, 2018]

[Re-adoption date: September 16, 2020]

LEGAL REFS.: Education Amendments of 1972, Title IX; 20 USC 1681 et seq.  
ORC 124.32; 124.33; 124.34; 124.36  
3319.04; 3319.081; 3319.083

CROSS REFS.: ACAA, Sexual Harassment  
GBQ, Criminal Records Check

CONTRACT REF.: Classified Staff Negotiated Agreement