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PERSONNEL POLICIES GOALS

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

The goals of the District's personnel program will include the following:

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

[Adoption date: May 9, 1994]

LEGAL REF.: ORC 3313.602

EQUAL OPPORTUNITY EMPLOYMENT

The District will provide equal opportunities for employment, retention and advancement of all personnel regardless of race, color, creed, national origin, citizenship status, political affiliation, age, sex or handicap.

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, creed, national origin, citizenship status, political affiliation, age, sex or handicap.

[Adoption date: May 9, 1994]

LEGAL REFS.: Civil Rights Act of 1964, as amended in 1972, Title VI, Title VII
Executive Order 11246, 1965, as amended by Executive Order 11375
Equal Employment Opportunity Act of 1972, Title VII
Education Amendments of 1972, Title IX, Pub. L. No. 92-318 (1972)
45 CFR, Parts 81, 86 (Federal Register June 4, 1975, August 11, 1975)
Rehabilitation Act of 1973
Age Discrimination in Employment Act, Pub. L. No. 95-256
Immigration Reform and Control Act of 1986, Pub. L. No. 99-603 (1986)
ORC 4112.02
US USC 12112, et seq.

CROSS REFS.: AC, Nondiscrimination
ACA, Nondiscrimination on the Basis of Sex
ACB, Nondiscrimination on the Basis of Handicap

CONTRACT REF.: Teachers' Negotiated Agreement

STAFF INVOLVEMENT IN DECISION MAKING

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

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

All employees in the District will have the opportunity to bring their ideas or concerns to the Board. It is expected that they will proceed through the recognized administrative channels; however, final authority for all decisions rests with the Board.

[Adoption date: May 9, 1994]

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

CONTRACT REF.: Teachers' Negotiated Agreement

STAFF CONFLICT OF INTEREST

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

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

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 2921.42
3313.811
3319.21
3329.10
4117.20

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 policies of the Board and the administrative regulations designed to implement them.

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

All staff members will be expected to carry out their assigned responsibilities with conscientious concern. Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities which will be 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 school administration in regard to students;
3. diligence in submitting required reports promptly at the times specified;
4. care and protection of school 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, 1994]

LEGAL REFS.: ORC 3319.31; 3319.36

BOARD-STAFF COMMUNICATIONS

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

Staff Communications to the Board

All communications to the Board or any of its subcommittees from staff members will be submitted through the Superintendent. Staff members are also reminded that Board meetings are public meetings and that they provide an excellent opportunity to observe, firsthand, the Board's deliberations.

Board Communications to Staff

All official communications, policies and directives of staff interest and concern will be communicated to staff members through the Superintendent. The Superintendent will develop appropriate methods to keep staff members fully informed of the Board's problems, concerns and actions.

Visit to Schools

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

[Adoption date: May 9, 1994]

LEGAL REF.: ORC 3313.20

CROSS REF.: GBM, Staff Complaints and Grievances

STAFF HEALTH AND SAFETY

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

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

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

School employees who are required by State or federal law to have respiratory protection will be 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, teachers or other employees. Whenever the Board requires an employee to submit to a physical examination other than those required by law, the Board will assume the cost of the examination. All health examinations required of employees will be made by one of the physicians approved for this purpose by the Board.

Workers' Compensation

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

Any employee who receives an injury while at work should immediately report such injury to their supervisor or building principal and complete an injury report. The necessary workers' compensation paperwork will then be forwarded to the employee for completion. A doctor's release must be submitted to the employer prior to the employee returning to the work.

[Adoption date: May 9, 1994]

[Re-adoption date: June 6, 2014]

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

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

HUMAN IMMUNODEFICIENCY VIRUS (ACQUIRED IMMUNODEFICIENCY
SYNDROME
(AIDS) VIRUS POLICY

For the purpose of this policy, the term HIV is synonymous with HIV virus (Human Immunodeficiency Virus), ARC (AIDS Related Complex) and AIDS (Acquired Immune Deficiency Syndrome).

The Northwestern Local Board of Education will work cooperatively with State and local health organizations to ensure compliance with the law*. The Board recognizes that HIV is a significant medical and social problem. The Board desires to protect the rights of individual students or employees who may be infected with HIV as well as to protect noninfected students, staff and the public.

Students identified with HIV are expected to be in compliance with the mandatory immunizations for school admittance. Students who are HIV infected may be granted an exemption if immunizations would have a harmful effect on their health. In such cases, the HIV Evaluation Team will work cooperatively with local and State health departments to approve exemption or exclusions. Each student who is identified as HIV positive will be evaluated on a case-by-case basis.

The following factors have provided a knowledge basis for policy and procedure development:

1. The Human Immunodeficiency Virus (HIV) causes AIDS, a disease characterized by a collapse of body's natural immunity against disease.
2. Current medical data indicate that HIV is not transmitted through casual social contact.
3. Current medical data indicate that HIV is transmitted by an exchange of bodily fluids, primarily blood, semen, vaginal secretions and breast milk, although isolation of the virus has also been identified in saliva, urine and tears.
4. A person with HIV infection is highly susceptible to common infectious disease or fatal illnesses due to their immunodeficiency.

*The Office for Civil Rights (OCR) of the US Department of Health and Human Services (DHHS) enforces federal laws that prohibit discrimination by health care and human service providers that receive funds from DHHS. One such law is Section 504 of the Rehabilitation Act of 1973, which protects individuals infected with the Human Immunodeficiency Virus (HIV)--also know as the Acquired Immune Deficiency Syndrome (AIDS) virus--from discrimination.

5. As recommended by the Surgeon General, Ohio State Department of Education, Center for Disease Control and the American Academy of Pediatrics, most school-aged

children with HIV infection should be allowed to attend school in an unrestricted manner, with the approval of their physician.

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6. Since the diagnosis of HIV infection may stigmatize the person, confidentiality of all records and information will be strictly adhered to. Only those persons authorized by a signed release or court order will have access to such information.
7. Because HIV infection is a progressive disease, periodic medical and educational monitoring will be conducted by an evaluation team which will evaluate each case on an individual basis, using the latest public health information.
8. The use of the District Infection Control Program, specifically universal precautions, lowers the risk of transmission of most infectious diseases.

Because of the severity of the disease, the lack of any known effective treatment of the disease and the considerable concern about this disease which is evidenced by the public, this policy is adopted.

HIV ADVISORY COMMITTEE

The president of the Board of Education will appoint an HIV Advisory Committee. The Committee will consist of one member of the Board, the Superintendent, one principal, one teacher, the District's legal counsel, the school physician and a physician who specializes in communicable disease. The functions of the HIV Advisory Committee will be as follows:

1. to keep informed regarding the latest medical developments and information regarding HIV; the Committee should pay particular attention to information regarding possible transmission of the disease in the school setting and means of minimizing risks of such transmission;
2. to advise the Board regarding policies and regulations and any changes which the Committee recommends in such policies to the Board;
3. to advise the Board regarding the District's HIV education program;
4. to develop guidelines for Board consideration in hygienic practices in schools and
5. to assist any student, parent or employee who is seeking information about HIV.

HIV EDUCATION PROGRAM

The Board directs the administration, with the advice of the HIV Advisory Committee, to develop a program for educating persons regarding HIV. The program should provide a plan for making information about HIV available to students as a part of the adopted health curriculum. The program should include in-service training for teachers, administrators and nonteaching employees. The Board and administration will utilize other public agencies in providing information about HIV to the public. In developing such programs, it is expected that information from sources such as the National Centers for Disease Control, the Ohio Department

of Health and the Ohio Department of Education will be utilized. One of the purposes of the education program will be to help dispel fears based upon erroneous information or a lack of information.

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HIV EVALUATION TEAM

The Board believes, based upon current medical information, that each student or employee who is diagnosed as having HIV is entitled to an evaluation of his or her medical condition. Decisions regarding the advisability of a particular student or employee continuing to attend or work in the schools of this District will be made only after consideration of all available information regarding the physical condition of that individual. To conduct these evaluations the Board will appoint an HIV Evaluation Team. That team will consist of an administrator designated by the Superintendent, the individual's primary care physician, the school physician (as designated by the Board for this purpose) and a physician specializing in infectious diseases. The school physician shall act as the chairman of the HIV Evaluation Team to identify any secondary infection which poses a health risk to others.

After an evaluation by the HIV Evaluation Team, that Team shall make a recommendation to the Superintendent regarding the future attendance of a student or the future employment of an employee infected with HIV. After considering the recommendation of the HIV Evaluation Team, the Superintendent shall assign the student to school unconditionally or to school under restrictive conditions, or he or she may recommend to the student's parents that the student be provided home instruction. Based upon the same evaluation, the Superintendent may assign the employee to return to his or her usual place of employment unconditionally or to a work assignment under restrictive conditions, or the Superintendent may seek to have the employee utilize sick leave or be placed on a leave of absence. In general, an HIV-infected individual is eligible for reasonable accommodation.

CONFIDENTIALITY

The Board recognized the need to protect the individual rights and the health of persons infected with HIV and the rights and health of those not infected. The Board believes information concerning the health of any student or employee should be treated confidentially and should be made known only to those who are required to have such information and only (in the case of the student) with parental consent. The parents will also need to submit a list to the Superintendent of people already knowledgeable of the status of the student. In the case of a student, the Superintendent, building principal, school nurse and student's teachers should be informed of any physical condition which may require special attention or medication, including HIV. In the case of an employee, the Superintendent, building principal and the employee's immediate supervisor should be informed of any physical condition, including whether or not an individual is infected with HIV.

INFECTION CONTROL FOR HIV/AIDS/BLOOD-BORNE PATHOGENS

A. UNIVERSAL PRECAUTIONS--RECOMMENDATIONS FOR THE HANDLING OF BLOOD AND BODY FLUIDS IN SCHOOLS*

The school district will comply with any regulatory standards applicable to all or part of the district.

While HIV infection has not been transmitted through fluids such as saliva or urine, all body fluids may harbor a number of other organisms that are potentially infectious. All schools should therefore evaluate current procedures for handling spilled blood and body fluids to ensure proper cleaning and disinfection. It is recommended that:

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1. Surfaces soiled with blood, semen, or other fluids containing blood, should be thoroughly washed with soap and water, then disinfected with a solution of freshly prepared household bleach and water $\frac{1}{4}$ cup bleach per gallon of water) or any other Environmental Protection Agency (EPA)-approved disinfectant.
 - A. Personnel cleaning the spill should wear gloves and wash hands thoroughly when finished.
 - B. Disposable towels should be used whenever possible.
 - C. Mops should be thoroughly rinsed in the disinfectant solution.
2. Other bodily fluids such as urine, feces, vomitus, etc. that has no visible blood should be contained with paper towels or other absorbent materials and discarded. The surface can be cleaned with any detergent solution.
 - A. Good sanitation practices consist of avoiding direct contact with body fluids when possible.
 - B. Mops should be thoroughly rinsed in the detergent solution.

For an injury that results in bleeding, such as nosebleeds, cuts, lacerations, etc., the person assisting the child should wear gloves whenever possible. Direct contact with blood is remotely, potentially infectious when there are breaks in the skin, as in severe chapping or eczema. Proper handwashing (soap and running water for 15 seconds) significantly reduces the risk of infection from contact with all potentially infectious body fluids, whether or not gloves are worn.

*These recommendations are from the Ohio Department of Health, AIDS Activities Unit, Communicable Disease Division.

All contaminated items which are being disposed of shall be placed in a plastic bag, sealed and then placed in a trash container which is lined with another plastic bag.

These recommended precautions are appropriate to prevent the spread of ALL infectious diseases, including the common cold, influenza, impetigo, ringworm and other common diseases that affect students and teachers during the school year.

The basis principle promoted in this guideline in the use of universal precautions at all times to protect everyone from getting infectious diseases. Positive outcomes from using universal precautions will be fewer student and staff absences and students learning universal precautions as teachers model appropriate responses.

Applying the principles of universal precautions should also reduce the concern of not knowing if a student or other staff member has an infection. Infected persons may not know that they are infected or may not share this information. This is especially true about HIV-infected persons.

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- B. Athletic Program--All universal precautions, as listed above, should be followed when applicable. Further recommendations explicit to the Athletic Program are referenced under Appendix A in the Coaches and Student Handbooks.
- C. Infection Control Supplies--All school administrative offices, classrooms, coaches' offices and trainers shall be furnished with those supplies necessary to perform the universal infection control procedures.
- D. An annual in-service training session shall be conducted for all school personnel to inform and remind them of the policies set forth in this HIV policy. This in-service meeting shall be preferably scheduled at the beginning of each school year.
- E. Upon adoption of this HIV policy by the Northwestern Board of Education, a copy shall be placed in all teachers', coaches', and students' handbooks. Copies shall also be distributed and brought to the attention of all support personnel including secretaries, supervisors, custodians, cooks, bus drivers and help provided through any agency placement program such as the County work crew, summer student placement program, etc.

Whenever a substitute is utilized in any certificated or noncertificated positions, attention will be made of these policies.

APPENDIX A: HIV PRECAUTIONARY MEASURES AND PROCEDURES*

1. Athletes infected with HIV should be allowed to participate in all competitive sports. This advice must be reconsidered if transmission of HIV is found to occur in the sports setting.
2. A school physician counseling a know HIV-infected athlete should inform him or her of the theoretical risk of contagion to others.
3. The physician should respect a HIV-infected athlete's right to confidentiality. This includes not disclosing the patient's status of infection to the participants or the staff or athletic programs.
4. All athletes should be made aware that the athletic program is operating under the policies in recommendations 1 and 3.
5. Routine testing of athletes for HIV infection is not indicated.
6. In addition to the universal precautions listed in the Board Policy Book these specific precautions should be followed in the Athletic Department:
 - A. Skin exposed to blood or other body fluids visibly contaminated with blood should be cleaned as promptly as is practicable, preferably with soap and warm

water. Skin antiseptics (e.g., alcohol) or moist towelettes may be used if soap and water are not available.

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- B. Even though good hand-washing is an adequate precaution, water-impervious gloves (latex, vinyl, etc.) should be available for staff to use if desired when handling blood or other body fluids visibly contaminated with blood. Gloves should be worn by individuals with nonintact skin. Hands should be washed after glove removal.
- C. If blood or other body fluids visibly contaminated with blood are present on a surface, the object should be cleaned with fresh household bleach solution made for immediate use as follows: 1 part bleach in 100 parts of water, or 1 tablespoon bleach to 1 quart water (hereafter called “fresh bleach solution”). For example, athletic equipment (e.g., wrestling mats) visibly contaminated with blood should be wiped clean and fresh bleach solution and allowed to dry before re-using.
- D. Emergency care should not be delayed because gloves or other protective equipment are not available.
- E. If the care giver wishes to wear gloves and no gloves are readily available, a bulky towel may be used to cover the wound until an off-the-field location is reached when gloves can be used during more definitive treatment.
- F. Each coach and athletic trainer should receive training in first aid and emergency care and be provided with necessary supplies to treat open wounds.
- G. For those sports with direct body contact and other sports where bleeding may be expected to occur the following guidelines are to be followed:
 - 1. If a skin lesion is observed, it should be cleansed immediately with a suitable antiseptic and covered securely.
 - 2. If a bleeding wound occurs, the individual’s participation should be interrupted until the bleeding has been stopped and the wound is both cleansed with antiseptic and covered securely or occluded.
- H. Saliva does not transmit HIV. However, because of potential fear on the part of those providing cardiopulmonary resuscitation, breathing (Ambu) bags and oral airways for use during cardiopulmonary resuscitation should be available in athletic settings for those who prefer not to give mouth-to-mouth resuscitation.
- I. Coaches and athletic trainers should receive training in prevention of HIV transmission in the athletic setting; they should then help implement the recommendations suggested above.

*These recommendations are from the American Academy of Pediatrics

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 3313.67; 3313.68; 3313.71
3319.321
3701.13; 3701.14
3707.04; 3707.06; 3707.08; 3707.20; 3707.21; 3707.26
3709.20; 3709.21

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STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

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

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

[Adoption date: May 9, 1994]

[Re-adoption date: August 22, 2011]

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

STAFF GIFTS AND SOLICITATIONS

Gifts

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

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

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

Solicitations

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

[Adoption date: May 9, 1994]

[Re-adoption date: August 17, 1999]

USE OF TOBACCO ON SCHOOL PREMISES BY STAFF MEMBERS

Due to the nature of the teaching profession and the relationship with young people that must be maintained in ethical fashion, it is hereby noted that the Board disapproves of any use of tobacco while staff members are fulfilling responsibilities associated with their contract.

The Board believes that such a stance is in the best interest of the staff members and in accordance with the health warnings related to the act of using tobacco.

[Adoption date: May 9, 1994]

PERSONNEL RECORDS

The Superintendent will develop and implement a comprehensive and efficient system of personnel records. The following guidelines govern such records:

1. Personnel files will contain records and information relative to compensation, payroll deductions, evaluations and such information as may be required by the State or federal government or considered pertinent by the Superintendent. Anonymous material or material from an unidentified source will not be placed in a staff member's file. Employees will be apprised of any material placed in their respective personnel files.
2. 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 responsible for maintenance of the public records is required to make copies available at cost, within a reasonable period of time.
3. The public will have access to all records in the personnel file with the following exceptions:
 - A. medical records;
 - B. records pertaining to adoption, probation or parole proceedings;
 - C. trial preparation records;
 - D. confidential law enforcement investigatory records and
 - E. records of which the release is prohibited by State or federal law.
4. Personnel records should be reviewed only within the confines of the Superintendent's office or the Board's office.

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 9.01; 9.35
149.41; 149.43
1347.01, et seq.
3317.061
3347.08; 3347.09
4113.23
OAC 3301-35-03(A)(10)

CONTRACT REF.: Teachers' Negotiated Agreement

Northwestern Local School District, West Salem, Ohio

STAFF COMPLAINTS AND GRIEVANCES

The employee is first to discuss a grievance with the principal of the building or immediate supervisor who should endeavor to effect a solution in accordance with regulations of Title IX, the Vocational Rehabilitation Act of 1973, Section 504, the Title VI Act of 1964 and 1975.

If no satisfactory solution is reached, the employee or student is to discuss the grievance with the Superintendent. The Superintendent, as compliance officer, upon hearing any grievance, will advise, counsel, investigate and take steps to effect, if necessary, in accordance with the regulations, a proper solution; depending upon the grievance, the Superintendent will respond within seven school days or two weeks.

If after receiving the decision of the Superintendent, the aggrieved is not satisfied with the resolving of the complaint or the remediation thereof, the aggrieved may apply to the Board to resolve the problem concerning nondiscrimination as described in the regulations.

In accordance with the provisions of this act, students and employees may report their grievance directly to the director of the regional Office of Civil Rights in lieu of using the internal grievance procedure.

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 4117.09; 4117.10

CROSS REF.: GB, General Personnel Policies

CONTRACT REF.: Teachers' Negotiated Agreement

DRUG-FREE WORKPLACE

In accordance with the Drug-Free Schools and Communities Act Amendment to the Higher Education Act of 1965, the Board prohibits any employee from the unlawful manufacture, use, possession or distribution of alcohol or any controlled substance as defined by federal and State law in the workplace. The “workplace” includes any school building, school property, school-owned vehicles or any other site relating to school activities.

The federal penalties and sanctions for illegal possession of a controlled substance are described in Appendix A. The health risks associated with the use of alcohol and substances covered by the Controlled Substances Act are described in Appendix B.

Any employee who violates this policy will be strongly urged and directed to seek professional help for counseling and/or rehabilitation. Program information will be provided by the District to the employee.

Compliance with this policy is mandatory. Any employee who engages in conduct prohibited by this policy statement will be subject to appropriate sanctions in accordance with any collective bargaining agreement and/or federal or State law and will be referred for prosecution.

[Adoption date: May 9, 1994]

LEGAL REFS.: Drug-Free Workplace Act of 1988, Pub. L. No. 100-690, 41 U.S.C. 701 et seq.;
20 U.S.C. 3474, 1221e-3(a)(1); C.F.R. § 85
Drug-Free Campus and Schools Act, 20 U.S.C. 3224(a), 34 C.F.R. §86

CONTRACT REF.: Teachers’ Negotiated Agreement

CRIMINAL RECORD 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.

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. Applicants are given a separate written statement informing them that the Board uses a criminal records check as part of the initial hiring process and at various times during the employment career. This notice must be on a separate document that only contains this notice. The applicant's written authorization to obtain the criminal records check will be obtained prior to obtaining the criminal records check.

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

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

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: May 9, 1994]

[Re-adoption date: August 17, 1999]

[Re-adoption date: July 22, 2013]

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

ORC 109.57; 109.572; 109.575; 109.576

2953.32

3301.074

3314.19; 3314.41

3319.088; 3319.089; 3319.22; 3319.222; 3319.29; 3319.291

3319.303; 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, Certificated Staff Supplemental Contracts

GCD, Certificated Staff Hiring

GCPD, Suspension and Termination of Certificated Staff Members

GDBB, Support Staff Pupil Activity Contracts

GDD, Support Staff Hiring

GDPD, Suspension, Demotion and Termination of Support Staff Members

IIC, Community Instructional Resources (Also KF)

ICC, School Volunteers

KBA, Public’s Right to Know

LEA, Student Teaching and Internships

FAMILY MEDICAL LEAVE

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

In complying with the FMLA, the district will adhere to the requirements of applicable federal and state laws.

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

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 124.39
3313.20; 3313.211
3319.08; 3319.09; 3319.13; 3319.131; 3319.14; 3319.143

CONTRACT REF.: Teachers' Negotiated Agreement

FAMILY MEDICAL LEAVE ACT

Family Medical Leaves and Absences

An employee who has worked for the District for at least 12 months is eligible for 12 work weeks of FMLA leave during a 12-month period provided the employee worked at least 1,250 hours in the 12 months preceding the beginning of the leave.

Types of Leave

An eligible employee may take FMLA leave for:

1. the birth and first-year care of a child;
2. the adoption or foster placement of a child;
3. the serious illness of an employee's spouse, parent or child and
4. the employee's own serious health condition that keeps the employee from performing the essential functions of his job.

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

Spouses employed by the District

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

Intermittent and Reduced Leave

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

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

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

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

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

Benefits

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

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

Notice

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

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

Certification

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

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

Restoration

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

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

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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 an individual setting. This term includes teachers, athletic coaches, driving instructors and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists or curriculum specialists. It also does not include cafeteria workers, maintenance workers or bus drivers.

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

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

Then the District may require the employee to choose either to:

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

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

1. the leave will last at least three weeks and
2. the employee would return to work during the three-week period before the end of the semester.

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

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

When an instructional employee begins leave for a purpose other than the employee's own serious health condition during the three-week period before the end of a semester and the leave

will last more than five working days, the district may require the employee to continue taking leave until the end of the semester.

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Failure to return

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

(Approval date: May 9, 1994)

YOUR RIGHTS UNDER THE
FAMILY AND MEDICAL LEAVE ACT OF 1993

FMLA require covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

REASONS FOR TAKING LEAVE: Unpaid leave must be granted for any of the following reasons:

- to care for the employee’s child after birth, or placement for adoption or foster care;
- to care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee’s job.

At the employee’s or employer’s option, certain kinds of paid leave may be substituted for unpaid leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is “foreseeable.”
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

- For the duration of FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan.”
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

UNLAWFUL ACTS BY EMPLOYERS: FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION: Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

FMLA FORM 1

HEALTH CARE PROVIDER'S CERTIFICATION FOR
EMPLOYEE'S SERIOUS HEALTH CONDITION

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Northwestern Local School District. Employee is employed as a _____ (name of position). A copy of the job description, which includes the essential job junctions, is attached. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that I have physically examined Employee and have determined that she/he has a serious health condition.

This serious health condition began on _____ and will continue until _____ (Indicate whether actual _____ or estimated _____).
(Date)

Please provide appropriate medical facts:
(Attach separate sheet if necessary)

I also certify that the employee is unable to perform the essential job junctions of his/her position.

The employee will continue to be under my care for treatment, and I will give Northwestern Local School District a monthly update in writing on the employee's condition.

Health Care Provider (Please print or type)

Signature

Telephone number

Date

FMLA FORM 2

HEALTH CARE PROVIDER'S CERTIFICATION FOR SERIOUS
HEALTH CONDITION OF EMPLOYER'S SPOUSE, CHILD OR PARENT

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Northwestern Local School District. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that Employee is needed to care for his/her child/spouse/parent because such relative has a serious health condition.

This serious health condition began on _____ and will continue until _____ . (Indicate whether actual _____ or estimated _____).
(Date)

Please provide appropriate medical facts and indicate why employee is needed to care for the relative:
(Attach separate sheet if necessary)

The employee will have to care for his/her relative until _____ .
(Indicate whether actual _____ or estimated _____). (Date)

Health Care Provider (Please print or type)

Signature

Telephone number

Date

FMLA FORM 3

HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE
REQUEST FOR INTERMITTENT LEAVE OR REDUCED-WORK SCHEDULE

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Northwestern Local School District. Please complete the information below so that the employee's eligibility can be determined.

_____ Employee has requested intermittent leave or a reduced-work schedule for planned medical treatment. Indicate below the dates on which treatment is expected to be given and the duration of the treatment.

_____ Employee has requested intermittent leave or a reduced-work schedule for his/her own serious health condition. Indicate below the medical necessity and expected duration of such leave.

_____ Employee has requested intermittent leave or a reduced-work schedule to care for a child/spouse/parent. Indicate below why leave is necessary for the care of the relative and how it will assist in their recovery and the expected duration and schedule of such leave.

Please provide appropriate medical facts.
(Attach separate sheet if necessary)

Health Care Provider (Please print or type)

Signature

Telephone number

Date

FMLA FORM 4

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined _____
(Employee) and have determined that he/she is able to resume all the essential job functions of
his/her position and so is eligible to return to work in the Northwestern Local School District.

The following limits exist or accommodations are necessary to resume his/her essential job
functions:

Health Care Provider (Please print or type)

Signature

Telephone number

Date

CERTIFICATED STAFF POSITIONS

All certificated staff positions will be created only with the approval of the Board. It is the Board's intent to activate a sufficient number of positions to accomplish the District's goals and objectives.

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

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

The Superintendent will keep all job descriptions current and present recommended changes to the Board for approval.

[Adoption date: May 9, 1994]

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

CERTIFICATED STAFF CONTRACTS AND COMPENSATION PLANS

The Northwestern Local School District endeavors to hire qualified staff members. However, for certified staff members to be paid the appropriate salary, the following rules must be followed.

1. Valid certificates must be on file in the Superintendent's office by the first day of school before a teacher can be paid. The only exception is that newly-certified teachers have 60 days from the first day of school to file their certificates.
2. Transcripts for new teachers must be on file before teachers can be paid. Any teacher receiving additional training and/or earning credit that would place him/her on another salary bracket, must present satisfactory evidence (see below) of the completion of such additional training to the Superintendent by the first day of September in order to receive an increase in pay for the current year.

Satisfactory evidence shall mean:

- A. official transcript bearing the seal of the college or university or
- B. official letter bearing:
 - 1) title of course or courses;
 - 2) exact number of semester or quarter hours earned;
 - 3) signature of authorized college or university and
 - 4) official seal of the college or university.

NOTE: Official letters will be considered temporary evidence of additional work and are to be replaced with official transcripts as soon as available but in no case later than November 30th of the current year.

ORC 3319.088 through 3319.36 addresses issues regarding paying teachers when they do not have proper licensure or certification:

1. If a teacher has filed all proper paperwork within the proper timeframe, but the Ohio Department of Education has not issued the appropriate certification, the teacher can continue working in the classroom and be paid accordingly and receive appropriate benefits.
2. If a teacher has not filed the appropriate paperwork within the proper timeframe, the District compensates the teacher as a substitute and health care benefits are granted under COBRA rules.

[Adoption date: June 28, 1999]
[Re-adoption date: June 23, 2008]

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

CROSS REFS.: GCBA, Certificated Staff Salary Schedules
GCBB, Certificated Staff Supplemental Contracts
GCBD, Certificated Staff Leaves and Absences
GCBE, Certificated Staff Vacations and Holidays

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFICATED STAFF SALARY SCHEDULES

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

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

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

[Adoption date: May 9, 1994]

[Re-adoption date: December 13, 2004]

[Re-adoption date: October 9, 2006]

LEGAL REFS.: ORC 3317.13; 3317.14
3319.12

CROSS REF.: GCB, Certificated Staff Contracts and Compensation Plans

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFICATED STAFF SALARY SCHEDULES

The Board will grant a maximum of 10 years of service outside of the District, including military service.

The Board may grant more experience when special circumstances exist and are demonstrated by the Superintendent.

(Approval date: July 11, 1994)

(Re-approval date: October 9, 2006)

SUPPLEMENTAL SALARY SCHEDULES

The Board may create positions to meet the needs of the District. The salary for a supplemental contact covered by the collective bargaining agreement shall be negotiated with the Northwestern Local Employees' Association.

The following procedure will be used for granting prior experience credit on the supplemental salary schedule when assigned a new position.

1. A head coach moving from another district to Northwestern would receive credit for all paid experience to a maximum of Step 10 on the Northwestern schedule for the same sport.
2. An assistant coach will be granted credit as follows:
 - 1 year – Step 2
 - 2-3 years – Step 3
 - 4-8 years – Step 5
 - 9 years and up – Step 10.
3. An assistant coach in the same sport moving to head coach would be placed at Step 1 with one to three years as an assistant; Step 2 if he/she has four to six years of experience and Step 3 if he/she has more than six years experience.
4. A junior high coach moving to a high school assistant coach position in the same sport would move up on the schedule as listed in #2 above.
5. A junior high coach moving to a head coach would be placed at Step 1.
6. Service credit will be granted for all paid assistant coaching experience (i.e. college) that has been verified. Follow paragraph B or C depending on which position is being applied for.
7. Volunteers, approved by the Board, will be given service credit for each year up to Step 3.
8. Equal service credit transfer will be granted in situations involving baseball and softball.

9. Elementary coaches with more than three years experience who move to the junior high will be placed at Step 2 and if to the high school then Step 1.
10. Coaches are responsible for advising the Athletic Director and Treasurer of previous paid years of coaching experience.

(Approval date: 95/96 School Year)

(Re-approval date: June 27, 2005)

(Re-approval date: October 9, 2006)

CERTIFICATED 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: May 20, 2013]

LEGAL REFS.: ORC 3313.53; 3313.539
3319.08; 3319.11; 3319.111; 3319.303; 3319.39
3707.52
OAC 3301-20-01
3301-27-01

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

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFICATED STAFF LEAVES AND ABSENCES

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

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

When 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 will terminate his or her affiliation with the Board if, at the expiration of the specified period of leave, he or she declines the position that is offered to him or her. An employee will be granted the same contract status held on the date on which his or her leave began when he or she returns to duty if his or her contract has not expired during the period of the leave of absence.

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 124.39
3313.20; 3313.211
3319.08; 3319.09; 3319.13; 3319.131; 3319.14; 3319.143

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFICATED STAFF VACATIONS AND HOLIDAYS

Vacations

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

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

Holidays

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

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

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 121.161
3313.20; 3313.63

CERTIFICATED 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 will 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 school system and the individual schools and to recruit the best qualified candidates to recommend for employment.

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

Recruitment procedures will include posting all openings so that the talents and potential of individuals already employed by the school system will not be overlooked. Any current employee may apply for any position for which he or 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 will be expected to be involved in recruiting and interviewing. The Superintendent's recommendation will reflect, although not necessarily concur with, that administrator's appraisal of the candidate's qualifications.

[Adoption date: May 9, 1994]

[Re-adoption date: October 9, 2006]

LEGAL REF.: OAC 3301-35-03

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFICATED STAFF HIRING

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

The Superintendent or his or her designee will determine the personnel needs of the District and will recommend suitable candidates for employment to the Board. Through recruiting and evaluation procedures, the Superintendent will recruit and recommend to the Board the employment and retention of personnel.

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

The following guidelines will be used in the selection of personnel:

1. There will be no 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 will be made to maintain a variation in the staff.
3. Interviewing and selection procedures will ensure that the administrator who is directly responsible for the work of a staff member has an opportunity to aid in the selection process; however, the final recommendation to the Board will be made by the Superintendent.
4. No candidate will be hired without a personal interview. References will be carefully checked.
5. All candidates will be 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 will seek to recommend the best qualified applicant for the job.

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

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 3313.53
3319.02; 3319.07; 3319.11; 3319.21; 3319.22-3319.31
3323.06
OAC 3301-35-03(A)

CROSS REFS.: AC, Nondiscrimination
GBA, Equal Opportunity Employment

PART-TIME AND SUBSTITUTE CERTIFICATED STAFF EMPLOYMENT

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

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

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

A substitute teacher who is assigned to one specific teaching position shall, upon the 61st day of continuous service, be entitled to the following:

1. Placement at the appropriate experience and degree status on the certified salary schedule. The necessary documentation to prove proper placement must be submitted by the substitute teacher prior to the 61st day of continuous service to the Superintendent. Otherwise placement will be at the step 0, BA/BS status.
2. Health insurance, sick leave and personal leave benefits afforded to other regular certified teachers.
3. Long-term substitute status will terminate over the summer each year.

The building principal determines on a case-by-case basis the need of a long-term substitute to participate in professional development activities and parent-teacher conferences. If required, these days are compensated and contribute toward the days of continuous service. If participation is not deemed needed, not attending such activities will not constitute a break in service.

[Adoption date: May 9, 1994]

[Re-adoption date: June 28, 1999]

[Re-adoption date: September 7, 2006]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC 3317.13
3319.07; 3319.08; 3319.10; 3319.13; 3319.22 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 Record Check

CERTIFICATED STAFF ASSIGNMENTS AND TRANSFERS

The assignment and transfer of teachers shall be the responsibility of the Superintendent. Transfers may be requested by administrators, supervisors or teachers unless restricted by the negotiated agreement. The Superintendent may initiate a transfer whenever he or she believes it is in the best interest of the District.

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

Assignment to Nonpublic Schools

Teachers employed by the Board and assigned to nonpublic schools will be considered as employees of the District in all respects.

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

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

The teacher assigned to a nonpublic school will be on duty the same number of days per school year as is a teacher in the public schools of the District.

Administrators

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

[Adoption date: May 9, 1994]

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

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFICATED STAFF TIME SCHEDULES

Administrators

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

A guideline for administrators is 30 minutes before the beginning of the school day and 30 minutes after the end of the school day.

Teachers

Efforts will be made by the administration to provide a uniform work day for teachers. The work day for teachers shall be established by the Board.

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

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 3313.48; 3313.481; 3313.482
3319.111
OAC 3301-35-02(B) (11; 12; 13); 3301-35-03(A)(12)

CONTRACT REF.: Teachers' Negotiated Agreement

CERTIFICATED STAFF DEVELOPMENT OPPORTUNITIES

Administrators

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

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

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 will have 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, 1994]

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

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF CERTIFICATED STAFF (Teachers)

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

The Board directs the Superintendent/designee to implement this policy in accordance with State law and according to the current language in the negotiated agreement.

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.

Credentialed evaluators

Evaluators will include building principals. There may be additional credentialed evaluators. These additional evaluators beyond the principals, who must have prior classroom experience, may evaluate teachers as agreed-upon with the teacher and the Association. These additional evaluators may include, but are not limited to the Superintendent, special education director, and curriculum director. The Superintendent is authorized to approve District evaluators — following successful completion of the required training, state assessment, and having been credentialed.

The evaluator will identify himself/herself to the teacher prior to beginning the annual evaluation process. This may be written, by email or verbal. Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of Education (ODE). Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment.

Effectiveness Rating

Teachers are assigned an effectiveness rating of Accomplished, Proficient, Developing or Ineffective. The performance percentage will be in accordance with the negotiated agreement and RC. As the law currently reads this rating will be determined based on 50% teacher performance and 50% student growth measures. Student growth will be determined through multiple measures. The performance portion shall be rated Accomplished, Proficient, Developing or Ineffective based upon the following point scale:

1. Ineffective 0-14 points
2. Developing 15-24 points
3. Proficient 25-34 points
4. Accomplished 35-40 points

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

Scripted information shall not be sent to e-TEPS. Only summative evaluation, overall student growth measures, and overall performance measures - as minimally required by RC and ODE and the negotiated agreement — are to be sent to e-TEPS.

Teacher Performance Calculation

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

The Superintendent has developed evaluation tools as well as procedures to calculate teacher performance. The evaluation tool selected is the OTES model framework as negotiated and included in the negotiated agreement.

Student Growth Calculation

For the purpose of this policy, student growth means the change in student achievement for an individual student between two or more points in time. Student growth is evaluated by a combination of: (1) Value-added data; (2) 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. This will be according to the current legislation and/or contract language. As of this date it is as follows:

Category A1: 26% value-added data and 24% Board-determined LEA measure or current RC language

Category A2: Percent of value-added data and percent of Board-determined LEA measure will be the ratio proportionate to scheduled value-added to non-value-added classes taught. The ratio range will be 10% to 50% or current RC language

Category B: 10% vendor and 40% Board-determined LEA measure

Category C: No value-added data = 50% Board-determined LEA measure

Students with 60 or more unexcused absences for the school year will not be included in the calculation of student academic growth. Data from Board-determined multiple measures will be converted to a score of: (1) Above, (2) Expected or (3) Below student growth levels. SGM (Student Growth Measures) shall be developed and collaboratively approved by content department team or grade level team, with the curriculum director and/or building principal. Decisions can be appealed to the Superintendent. The teacher may provide additional data, documentation, and statements to support the desired SGM specifics.

Professional Growth and Improvement Plans

Teachers meeting above-expected levels of student growth must develop professional growth plans by Board-approved credentialed evaluator(s). The administrator, teacher, and association can collaboratively agree to an evaluator in addition to the building principal, if requested by the teacher.

The professional growth plan shall include the following components:

1. Annual Focus
2. At least one student achievement goal including evidence
3. At least one teacher performance goal on the Ohio Standards for the Teaching Profession including evidence

Teachers meeting below-expected levels of student growth must develop an improvement plan with their credentialed evaluators.

The improvement plan shall include the following components:

1. Improvement Statement section
2. Desired Level of Performance section
3. Specific Plan of Action section
4. Assistance and Professional Development section

An improvement plan will be a minimum of six weeks in duration. Feedback should include SMART Goal focus, which OIP and the OTES processes advocate.

- Specific
- Measurable
- Attainable
- Realistic
- Timely

Evaluation Time Line

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

All teacher evaluations are completed by April 30. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10. Proposed: First observation shall be completed within the first semester of school. Second observation shall be completed by April 30th. A teacher being considered for nonrenewal will require a third observation (either announced or unannounced as determined by the evaluator) and a completed improvement plan. The completed evaluation, as well as a third observation, if necessary, will be shared and written copies to teacher by May 10.

A teacher on an improvement plan will receive verbal or written feedback from the evaluator within 10 workdays following each observation and walk-through.

The Board evaluates teachers receiving effectiveness ratings of Accomplished on those teacher's most recent evaluations carried out under this policy every two years. Biennial evaluations conducted under this policy are completed by May 1 of the evaluation year. Teachers evaluated on a biennial basis are provided a written copy of their evaluation results by May 10 of the evaluation year. Accomplished teachers may request the use of a peer evaluator per CCL within the parameters of RC.

Retention and Promotion

Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations. This will be made in accordance to the negotiated agreement.

Professional Development

The Board and Association agree to collaboratively organize employee professional development on the "new" elements of the evaluation system.

The Board agrees to allocate financial resources, professional development, and curriculum support in the effort to support professional development for curriculum and for compliance with State law and the SBOE evaluation framework. The Board will set-aside dollars for ongoing professional development annually.

Testing for Ineffective Teachers in Core Subjects: Beginning with the 2015-2016 school year, teachers of core subject areas, as defined by State law, who have received a rating of “Ineffective” for two of the three most recent school years must register for and take all written examinations of content knowledge selected by the ODE. State mandated testing as a result of ineffective ratings in this section will be at teacher cost.

SGM (Student Growth Measures) Committee

An SGM committee shall be convened, if needed, to collaboratively evaluate changes, issues, update, and make recommendations to the Board regarding amendments or positive changes to the evaluation system procedures if needed.

[Adoption date: May 9, 1994]

[Re-adoption date: July 22, 2013]

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

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

CONTRACT REF.: Teachers’ Negotiated Agreement

EVALUATION OF PROFESSIONAL STAFF
(Administrators Both Professional and Support)

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

The purpose of administrator evaluations is to assess the performance of administrators, to provide information upon which to base employment and personnel decisions and to comply with the requirements of Ohio law. All administrators are evaluated annually. In the year an administrator’s contract does not expire, the evaluation is completed by July 31, and a copy is given to the administrator. In the year an administrator’s contract does expire, two evaluations are completed, one preliminary and one final. The preliminary evaluation is conducted at least 60 days prior to March 31 and prior to any Board action on the employee’s contract. Evaluations are considered by the Board in determining whether to re-employ administrators. In addition, evaluations should assist administrators in developing their professional abilities in order to increase the effectiveness of District management.

The final evaluation includes the Superintendent’s intended recommendation for the contract of the employee. A written copy of the final evaluation 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 evaluation measures the administrator’s effectiveness in performing the duties included in his/her written job description. The evaluations are conducted annually by the Superintendent/designee.

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

[Adoption date: May 9, 1994]

[Re-adoption date: February 12, 2001]

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

CROSS REF.: GBL, Personnel Records

EVALUATION OF PROFESSIONAL STAFF
(Administrators Both Professional and Support)

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

1. An initial meeting is held by the Superintendent prior to the school year with the 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 July. 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 the evaluation with the evaluator at this second meeting.
3. An ongoing dialogue concerning the administrator's objectives will continue and the evaluator and evaluatee will meet as needed or requested.
4. For those employees whose contracts are expiring at the end of the current school year, two evaluations must be completed. A preliminary evaluation must be received by the employee at least 60 days prior to any Board action on the employee's contract. A final evaluation must include the Superintendent's intended recommendation for the contract of the employee. A written copy of the final evaluation must be provided to the employee at least five days prior to the Board's action to renew or nonrenew the employee's contract.
5. The employee may request a meeting with the Board prior to any Board action on his/her contract. The employee may have a representative of his/her choice at the meeting.
6. Assistant superintendents, principals, assistant principals and other administrators are automatically re-employed if they are not evaluated according to State law or provided a meeting, if requested, to discuss their renewal or nonrenewal.
7. All evaluation criteria, procedures and written job descriptions are reviewed annually by the Superintendent/designee and revised as necessary.

(Approval date: May 9, 1994)
(Re-approval date: February 12, 2001)

REDUCTION IN CERTIFICATED STAFF WORK FORCE

Decreasing enrollment Districtwide or in specific attendance areas, the return to duty of regular teachers from leaves of absence or territorial changes may cause the Board to consider reduction in the number of certificated staff positions. In such cases the Superintendent's recommendations will adhere to both the Ohio Revised Code and the negotiated agreement. In all cases the highest priority must be given to providing a quality program of education and sound fiscal management.

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 3319.17; 3319.18

CONTRACT REF.: Teachers' Negotiated Agreement

REDUCTION IN CERTIFICATED STAFF WORK FORCE
(ADMINISTRATORS, CERTIFICATED AND SUPPORT)

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

1. To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for employees who retire or resign or whose limited contracts are not renewed for reasons other than reduction in force.
2. Reductions needed beyond those resulting from attrition will be made by suspending or nonrenewing contracts. Those contracts to be suspended or nonrenewed will be chosen as follows:
 - A. All teachers will be placed on seniority lists in each teaching field for which they are certificated. Seniority will be defined as the length of continuous service in the District schools. Seniority will not be interrupted by authorized leaves of absence.
 - B. Reductions shall be made with preference being given first to teachers with continuing contracts and secondly to seniority.
 - C. If two or more teachers have the same length of continuous service, seniority will be determined by:
 - 1) the date of the Board meeting at which the teacher was hired;
 - 2) next, in the event two or more staff members were hired on the same date, seniority will be determined by the date on which the teacher signed the initial limited contract in the District;
 - 3) then, the date on which the teacher submitted the first completed job application within the two-year period preceding the effective date of the teacher's first teaching contract with the Board, if the date is known or
 - 4) if a tie remains after steps 1, 2 and 3, the Superintendent will decide which contract will be suspended.
3. The names of teachers whose contracts are suspended or nonrenewed in a reduction-in-force action will be placed on a recall list for up to 12 months from the date of the reduction. Teachers on the recall list will have the following rights:

Those teachers having been RIFed who have gainfully obtained employment to teaching positions elsewhere will be removed from the seniority list, and thereby the recall list, with no right to recall.

- A. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated to fill the vacancy.
- B. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated.
- C. If a vacancy occurs, the Board will send a certified announcement to the first known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his or her current address. All teachers are required to respond in writing to the District office within seven calendar days. The most senior of those responding will be offered the vacant position. Any teacher who fails to accept the position within seven calendar days will forfeit all recall rights.
- D. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as he or she held at the time of layoff. A teacher on the recall list who is unemployed and does not otherwise have group insurance coverage available may continue to participate in those benefits which are provided to teachers in active employment, provided that the teacher pays the group rates for such benefits.

(Approval date: May 9, 1994)

(Re-approval date: December 19, 2011)

CONTRACT REF.: Teachers' Negotiated Agreement

RESIGNATION OF CERTIFICATED STAFF MEMBERS

A teacher who has a contract effective for the next school year will be permitted to resign prior to July 10, preceding that year. After that time, the consent of the Board must be given before a staff member may resign. Similarly, a staff member may not resign during a school year unless the Board consents. Resignations will be submitted to the Superintendent for presentation to the Board.

[Adoption date: May 9, 1994]

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 certificated 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: May 9, 1994]

[Re-adoption date: December 13, 2004]

LEGAL REFS.: ORC 9.90
124.39

CONTRACT REF.: Teachers' Negotiated Agreement

RETIREMENT SEVERANCE PAY

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

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

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

1. multiplying the employee's accrued but unused sick leave by one-fourth;
2. multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule or
3. the amount of the benefit calculated in steps one and two will not exceed the value of 54 days of accrued but unused sick leave.

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

The Board will pay retirement severance pay to the estate of an employee qualified for retirement who dies while actively employed.

(Approval date: May 9, 1994)

SUSPENSION AND DISMISSAL OF CERTIFICATED STAFF MEMBERS
(ADMINISTRATORS, CERTIFICATED AND SUPPORT)

Suspension

The Board may suspend an administrator pending final action to terminate his or her contract if, in its judgment, the character of the charges warrants such action.

Dismissal

The contract of an administrator may be terminated for gross inefficiency or immorality; for willful and persistent violations of reasonable regulations of the Board or for other good and just cause. Before terminating any contract, the Board will furnish the administrator a written notice signed by the Treasurer of its intention to consider termination of the contract and specification of the grounds for such consideration. The Board will inform the administrator of the 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 will be made. After the hearing, the Board will make its determination by majority vote. Any order of termination of a contract will state the grounds for termination.

[Adoption date: May 9, 1994]

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

CROSS REF.: GCP, Certificated Staff Termination of Employment

TUTORING FOR PAY

In accordance with the Minimum Standards, school districts may provide educational options to meet specialized student needs or interests. One option is a tutorial program, an educational activity involving work by an individual student under the direction of a certificated teacher in accordance with Board policy. Such instruction may allow specific assistance for students in meeting course requirements and attaining grade promotion. The tutorial option is under the direction of the administration. Such service will not be paid for with Board funds.

[Adoption date: May 9, 1994]

CONTRACT REF.: Teachers' Negotiated Agreement

SUPPORT STAFF

The importance of the role played by the support staff in a modern school system is generally recognized.

The secretary is usually the first contact made between the public and the school, and frequently public opinion depends upon the impression made upon the visitor by the secretary.

The members of the custodial staff are responsible for the efficient operation and the appearance of the buildings. They are to a considerable extent responsible for the comfort, safety and health of the students. In like manner, bus drivers and cafeteria workers contribute to the welfare of the students.

The manner and spirit in which the work of the support staff is done are important factors in building a high morale among students teachers and the public. For this reason, members of this staff must possess good character and pleasing personality, and the same high standard of conduct as that demanded of the teaching staff.

[Adoption date: May 9, 1994]

CROSS REF.: Support Staff Handbook

SUPPORT STAFF POSITIONS

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

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

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

[Adoption date: May 9, 1994]

[Re-adoption date: October 9, 2006]

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

CROSS REFS.: IIBA, Teacher Aides
Support Staff Handbook

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

Contracts

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

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

Compensation Plans

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

The individual salaries for support staff who report directly to the Superintendent will be reviewed and established annually by the Board upon the recommendation of the Superintendent. Salary schedules for all other support staff will be established by the Board upon the recommendation of the Superintendent.

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

ORC 3319.088 through 3319.36 addresses issues regarding paying educational aides when they do not have proper licensure or certification:

1. If an educational aide has filed all proper paperwork within the proper timeframe, but the Ohio Department of Education has not issued the appropriate certification, the educational aide can continue working in the classroom and be paid accordingly and receive appropriate benefits.
2. If an educational aide has not filed the appropriate paperwork within the proper timeframe, the District compensates the educational aide as a substitute and health care benefits are granted under COBRA rules.

[Adoption date: May 9, 1994]
[Re-adoption date: June 23, 2008]

LEGAL REFS.: ORC Chapter 124
3317.12
3319.02; 3319.081-3319.083; 3319.088

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

SUPPORT STAFF SALARY SCHEDULES

The Board will endeavor to provide salary schedules which will:

1. adequately provide for the retention of those support staff employees who are rendering satisfactory and efficient service in the school system;
2. encourage and stimulate support staff employees to improve the quality of their work by granting regular salary increments and
3. provide employees with a financial projection by indicating the salary which may be provided by a salary schedule.

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

Whether he or she is employed for the school year or for a full 12-month year, an employee must serve two-thirds of his or her particular work year in order to qualify for the yearly increment on a salary schedule.

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

[Adoption date: May 9, 1994]

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

CROSS REF.: Support Staff Handbook

SUPPORT STAFF SUPPLEMENTARY PAY PLANS

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: May 9, 1994]

[Re-adoption date: May 20, 2013]

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

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

IGDJ, Interscholastic Athletics
IICC, School Volunteers

SUPPORT STAFF SUPPLEMENTARY PAY PLANS

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

(Approval date: May 9, 1994)

COMPENSATORY TIME RECORD SHEET

Employee: _____ Buildings: _____

Date	Time Fr: To:	Comp Hrs. Reg. or x 1.5	Comp Used & Date	Project	Employee Initial	Approval Princ/Supv

The principal or supervisor is to give prior approval for Compensatory Time. Comp Time is typically earned when unusual or time-restraining projects are being completed.

SUPPORT STAFF FRINGE BENEFITS

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

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

Details are approved annually by the Board and included in the Support Staff Handbook.

[Adoption date: May 9, 1994]

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

CROSS REF.: Support Staff Handbook

SUPPORT STAFF VACATIONS AND HOLIDAYS

Eleven or Twelve-month Employees

A support employee assigned 11- or 12-month duty as per contract shall be entitled to vacation leave in accordance with the Ohio Revised Code. Such vacation time shall be used, with the approval of the administration, within the assigned 11- or 12-month duty.

Vacations

Vacation periods of the employee must fall within the fiscal year of employment or subsequent six months. That is, vacation periods cannot become cumulative, unless prior approval is granted by the Board.

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 1.14
121.161
3319.084; 3319.086; 3319.087

CROSS REF.: Support Staff Handbook

SUPPORT STAFF RECRUITING/POSTING OF VACANCIES/HIRING

The Board intends to have the best qualified people to serve as support staff personnel.

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

All appointments to the support staff will be made by the Superintendent subject to confirmation by the Board. In making these appointments, the Superintendent will carefully observe all pertinent laws as well as any regulations which may be approved from time to time by the Board.

Conditions of employment for support staff members as well as wages, hours and other benefits will be fixed by the Board upon the recommendation of the Superintendent.

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC Chapter 124
3319.04; 3319.081, et seq.
3327.10
4141.29
OAC 3301-35-03(A)

CROSS REFS.: AC, Nondiscrimination
GBA, Equal Opportunity Employment
GCC, Certificated Staff Recruiting

PART-TIME, TEMPORARY AND SUBSTITUTE SUPPORT STAFF EMPLOYMENT

Part-time, temporary and substitute support staff will be employed as needed for the efficient operation of the District.

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

Part-time, temporary and substitute support staff employees will be paid in accordance with hourly rates established by the Board.

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 124.27
3319.081; 3319.141

SUPPORT STAFF ORIENTATION

Administrators of the District are responsible for the orientation of new support staff personnel so that they 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 get professional and technical assistance when needed.

[Adoption date: May 9, 1994]

SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

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

[Adoption date: May 9, 1994]

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

SUPPORT STAFF TIME SCHEDULES

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

[Adoption date: May 9, 1994]

LEGAL REF.: ORC 3319.086

SUPPORT STAFF DEVELOPMENT OPPORTUNITIES

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

Therefore, all support staff employees shall be encouraged to grow in job skills and to take additional training which will improve their skills on the job. It shall be the responsibility of all building principals to assist effectively in the training of support staff assigned to their respective buildings.

Absences to attend meetings, conventions, conferences or workshops of local, State or national associations which serve to advance the welfare of the District through the upgrading and strengthening of the support service may be granted by the Superintendent of Schools without loss of pay to the employee.

[Adoption date: May 9, 1994]

LEGAL REF.: OAC 3301-35-03

EVALUATION OF SUPPORT STAFF

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

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

New employees will be evaluated during the first year of service. The services of all other employees will be formally evaluated at least once each year.

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 3319.021; 3319.081
4117.04
OAC 3301-35-03(A)(8)

CROSS REF.: AFC-2, (Also GCN-2) Evaluation of Certificated and Support Staff
(Administrators)

EVALUATION OF SUPPORT STAFF

1. All regular support staff members will be evaluated at least annually by their immediate supervisors.
2. When a probationary period is designated, a written evaluation will be completed at the end of the probationary period of employment for a new employee and by the end of March for all other support personnel. This may be the second evaluation of the year for first-year employees. The evaluation program for nonprobationary employees will include a mid-year conference and a written evaluation by the end of March.
3. The supervisor or principal will assess the employee on the basis of work performance and abilities. Evaluation forms will be completed in triplicate. An additional narrative report will be written if necessary. The supervisor or principal will also submit his or her recommendation regarding continued employment of the employee.
4. After completing the evaluation form, the supervisor or principal will conduct a conference with the employee to discuss:
 - A. the reasons for the performance evaluation and
 - B. the areas in which work performance should be improved.
5. The supervisor or principal and the employee will sign the evaluation form at the close of the conference.
6. One copy of the complete evaluation form will be included in the employee's personnel file; one copy will be given to the employee. The employee will have access to the evaluation reports in his or her personnel file.

(Approval date: May 9, 1994)

REDUCTION IN SUPPORT STAFF WORK FORCE

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

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 124.32; 124.321
3319.083
4141.29

CROSS REF.: Support Staff Handbooks

RESIGNATION OF SUPPORT STAFF MEMBERS

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

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 124.39
3319.081

SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

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

The Board may also suspend an employee for a definite period of time or demote an employee for these same reasons.

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

[Adoption date: May 9, 1994]

LEGAL REFS.: ORC 124.32; 124.33; 124.34
3319.04; 3319.081; 3319.083