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* indicates policies included in this manual

PERSONNEL POLICIES GOALS

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

The goals of the personnel program include:

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

[Adoption date: August 14, 2000]

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

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

EQUAL OPPORTUNITY EMPLOYMENT

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

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

[Adoption date: August 14, 2000]
(Revision date: January 8, 2009)

LEGAL REFS.: Civil Rights Act, Title VI; 42 USC 2000d
Executive Order 11246, as amended by Executive Order 11375
Equal Employment Opportunity Act, Title VII; 42 USC 2000e
Education Amendments of 1972, Title IX; 20 USC 1681
Rehabilitation Act; 29 USC 794
Age Discrimination in Employment Act; 29 USC 623
Immigration Reform and Control Act; 42 USC 1324a et seq.
Americans With Disabilities Act; 42 USC 12101 et seq.
ORC Chapter 4112
5903.01 (G)

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

STAFF INVOLVEMENT IN DECISION MAKING

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

There should be an exchange of ideas and pertinent information among all elements of a school district. Problems and unfavorable attitudes develop when employees are denied information essential for the performance of their respective assignments or when they feel that their ideas and concerns are not heard. Morale is enhanced when employees are assured that their voices are heard by those in positions of administrative authority.

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

While all employees have the opportunity to bring their ideas or grievances to the Board, it is expected that they proceed through the recognized administrative channels. Final authority for all decisions rests with the Board.

[Adoption date: August 14, 2000]

LEGAL REF.: OAC 3301-35-03

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

CONTRACT REF.: Teachers' Negotiated Agreement

STAFF CONFLICT OF INTEREST

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

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

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

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

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

[Adoption date: August 14, 2000]

(Revision date: May 14, 2009)

LEGAL REFS.: ORC 2921.42
3313.811
3319.21
3329.10
4117.20

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

STAFF CONDUCT

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

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

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

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

[Adoption date: April 20, 2017]

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

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

BOARD-STAFF COMMUNICATIONS

The Board wishes to maintain open channels of communication with the staff. The basic line of communication is through the Superintendent. Staff members should utilize the Superintendent to communicate to the Board or its subcommittees, while recognizing that Board meetings are public meetings and that employees, if members of the community, can participate in Board deliberations.

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

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

[Adoption date: August 14, 2000]

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 attempts to ensure the safety of employees during their working hours and assist them in the maintenance of good health.

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

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

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

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

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

Workers' Compensation

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

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

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

[Adoption date: August 14, 2000]

(Revision date: July 18, 2003)

(Revision date: March 28, 2005)

Clear Fork Valley Local School District, Bellville, Ohio

(Revision date: August 27, 2020)

LEGAL REFS.: ORC 3313.643; 3313.71; 3313.711
3327.10
4113.23
4123.01 et seq.
4123.35
4123.54

Asbestos School Hazard Abatement Act; 20 USC 4011 et seq.
Asbestos Hazard Emergency Response Act; 15 USC 2641 et seq.
Comprehensive Environmental Response Compensation and Liability Act;
42 USC 9601 et seq.
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.

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

STAFF HEALTH AND SAFETY

Worker's Compensation Benefits Eligibility – Chemical Testing

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

Testing Procedures

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

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

- D. for opiates, 2000 ng/ml of urine for the EMIT test and 25 ng/ml of urine for the GC/MS test.
 - E. for phencyclidine, 25 ng/ml of urine for the EMIT test and 25 ng/ml of urine for the GC/MS test.
5. The employee, through a chemical test administered within 32 hours of the injury, is determined to have barbiturates, benzodiazepines, methadone or propoxyphene in the employee's system that test above levels established by laboratories certified by the U.S. Department of Health and Human Services (HHS).
6. The employee refuses to submit to a requested chemical test.

Legal Protections

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

Confidentiality

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

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

[Approval date: December 13, 2004]
(Revision date: August 27, 2020)

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

General Principles

The Board recognizes that the human immunodeficiency virus (HIV) and the condition of acquired immune deficiency syndrome (AIDS), which is caused by the HIV infection, are significant medical, legal, educational and social issues. The Board desires to protect the rights of all students and employees and does not discriminate against students and employees who are HIV-infected. The Board works cooperatively with State and local health organizations in assessing the needs of HIV-infected students or staff and keeping updated on current educational information to be included in the District's educational plan.

Current medical information available indicates that HIV cannot be transmitted from one individual to another by casual contact, i.e., the type of contact that occurs in the school setting, such as shaking hands, sharing an office or a classroom, coughing, sneezing or the use of drinking fountains. Students who are infected with HIV are entitled to all rights, privileges and services accorded to other students. Decisions about any changes in the educational program of an HIV-infected student shall be made on a case-by-case basis, relying on the best available scientific evidence and medical advice.

There shall be no discrimination against employees who are HIV-infected. The District provides equal opportunities for employment, retention and advancement for all staff members. Employees who are unable to perform their duties due to an illness, such as those related to HIV, shall retain eligibility for all benefits that are provided for other employees with long-term diseases or disabling conditions, utilizing the information/rights in any negotiated agreements or Board policies as appropriate. Changes in employment status or location due to HIV complications are made on a case-by-case basis.

Evaluating Students and Staff Who Are Infected with HIV

The Superintendent is the designee regarding all HIV incidences. When an individual is found to be infected with HIV, the Superintendent shall determine whether the person has a secondary infection, such as tuberculosis, that constitutes a recognized risk of transmission in the school setting. This is a medical question and the Superintendent shall answer it by consulting with the infected person's physician, a qualified public health official who is responsible for such determination and the infected person and a student's parent(s). This group shall also discuss ways that the District may help anticipate and meet the needs of the student or staff member infected with HIV.

If there is no secondary infection that constitutes a medically recognized risk of transmission in the school setting, the Superintendent shall not alter the education program or job assignment of the infected person. The Superintendent shall periodically review the case with the infected person (and the parent(s) of the student) with the medical advisors described above.

If there is a secondary infection that constitutes a medically recognized risk of transmission in the school setting, the Superintendent shall consult with the physician, public health official and the infected person (and the parent(s) of the student). If necessary, they will develop an individually tailored plan for the student or staff member. Additional persons may be consulted, if this is essential for gaining additional information, with the consent of the infected staff member or the student's parent(s). The Superintendent should consult with the school attorney to make sure that any official action is consistent with Ohio and federal laws. When the Superintendent makes a decision about the case, there shall be a fair and confidential process for appealing the decision.

If an individually tailored plan is necessary, it shall have a minimal impact on either education or employment. It must be medically, legally, educationally and ethically sound. The Superintendent periodically reviews individual cases and oversees implementation of the plan in accordance with local, Ohio and federal laws.

Confidentiality

Information regarding a student or staff member infected with HIV is classified, by law, as confidential. Those individuals who have access to the proceedings, discussions or documents must treat such information as confidential. Only with the written consent of the staff member or the student's parent(s) shall other school personnel, individuals and agencies be informed of the situation/condition. All information pertaining to the case shall be kept by the Superintendent in a locked file; access to this file is granted only to those people who have the written consent of the infected staff member or the infected student's parent(s).

HIV Advisory Committee

The President of the Board appoints an HIV Advisory Committee as needed. The Committee consists of one member of the Board, the Superintendent, one principal, one teacher, the District's legal counsel, the school physician and a doctor who specializes in communicable diseases. Other persons who may be considered as members include a guidance counselor, a student and an official of the County Department of Health. The function of the HIV Advisory Committee is:

1. to keep informed regarding the latest medical developments and information regarding HIV;
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 HIV education program;

4. to develop guidelines for Board consideration on 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 health curriculum. HIV education should be developmentally appropriate to the grade level.

The Board directs the administration to develop an educational plan to inform employees about HIV-related issues and safety. 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 is utilized.

The educational program should ensure that, at a minimum, students and staff are informed in a consistent manner about:

1. the nature of HIV infection, including how it is and is not transmitted according to current scientific evidence;
2. District guidelines related to students and employees with diseases such as HIV infection;
3. resources within the District and the surrounding community for obtaining additional information or assistance and
4. procedures to prevent the spread of all communicable diseases at school.

[Adoption date: August 14, 2000]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2611 et seq.
ORC 3313.67; 3313.68; 3313.71
3319.13; 3319.141; 3319.321
3701.13; 3701.14
3707.06; 3707.08; 3707.20; 3707.21; 3707.26
3709.20; 3709.21
OAC 3301-35-02

CROSS REFS.: AC, Nondiscrimination/Harassment
ACB, Nondiscrimination on the Basis of Disability
EBBC, Bloodborne Pathogens
GBA, Equal Opportunity Employment
GBE, Staff Health and Safety

GBL, Personnel Records

JB, Equal Educational Opportunities
JO, Student Records
Staff and Student Handbooks

STAFF PARTICIPATION IN COMMUNITY ACTIVITIES

In that the District is in many ways a reflection of our Clear Fork Valley Community, staff members are encouraged to be positively involved in community activities that promote community service and improvement.

1. Staff members are encouraged to be a part of the community by living in it.
2. Staff members are encouraged to be active in community service and improvement organizations.

[Adoption date: August 14, 2000]

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

Employees of the District have the same fundamental civic responsibilities and privileges as other citizens.

1. Any employee who intends to campaign for an elective public office will notify the Superintendent in writing at the earliest possible moment of the office that he/she intends to seek, together with the decision as to whether he/she wishes to continue employment.
2. The Superintendent will meet with and discuss these matters any possible conflicts of interest with the employee. An essential element to be determined is whether the activities proposed by the employee are compatible with the time requirements for fulfilling the employee's responsibilities in the District.
3. Should there be any conflicts and in accordance with law, the Superintendent will determine the terms and conditions under which the employee may continue employment as he/she seeks or holds such office.
4. In connection with his/her campaigning, no employee will use District facilities, equipment or supplies; nor will the employee discuss his/her campaign with school personnel or students during the working day; nor will the employee use any time during the working day for campaigning purposes.
5. The District or any staff does not use Federal funds received by the District for any partisan political activities.

[Adoption date: August 14, 2000]

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

STAFF-STUDENT RELATIONS

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

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

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

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

1. Staff members shall not make derogatory comments to students regarding the school, its staff, and /or other students.
2. The exchange of purchased gifts between staff members and students is discouraged.
3. Staff-sponsored parties at which students are in attendance, unless they are a part of the school's extracurricular program and are properly supervised, are prohibited.
4. Staff members shall not fraternize, written or verbally, with students except on matters that pertain to school-related issues.
5. Staff members shall not associate with students at any time in any situation or activity which could be considered sexually suggestive or involve the presence or use of tobacco, alcohol or drugs.
6. Dating between staff members and students is prohibited.
7. Staff members shall not use insults or sarcasm against students as a method of forcing compliance with requirements or expectations.
8. Staff members shall maintain a reasonable standard of care for the supervision, control and protection of students commensurate with their assigned duties and responsibilities.
9. Staff members shall not send students on personal errands.
10. Staff members shall, pursuant to law and Board Policy, immediately report any suspected signs of child abuse or neglect.

11. Staff members shall not attempt to diagnose or treat a student's personal problem relating to sexual behavior, substance abuse, mental or physical health and/or family relationship but, instead, should refer the student to the appropriate individual or agency for assistance.
12. Staff members shall not disclose information concerning a student, other than directory information, to any person not authorized to receive such information. This includes, but is not limited to, information concerning assessments, ability scores, grades, behavior, mental or physical health and/or family background.

Social Media

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

Violation of the prohibitions listed above will result in staff and/or student discipline in accordance with State law, Board policies and regulations, the Staff and Student Codes of Conduct and handbooks and/or staff negotiated agreements. Nothing in this policy prohibits District staff and students from the use of education web sites and/or use of media created for curricular, cocurricular or extracurricular purposes.

[Adoption date: March 28, 2005]

(Revision date: June 29, 2010)

(Revision date: April 21, 2011)

(Revision date: August 27, 2020)

LEGAL REF.: ORC 3313.20

CROSS REFS.:

GBC, Staff Ethics
GBCA, Staff Conflict of Interest
GBCB, Staff Conduct
GBI, Staff Gifts and Solicitations
IIBH, District Websites
JFC, Student Conduct
JG, Student Discipline
JHF, Student Safety

JHG, Reporting Child Abuse
JL, Student Gifts and Solicitations
JO, Student Records
KBA, Public's Right to Know
Staff Handbooks
Student Handbooks

CONTRACT REFS.:

Teachers' Negotiated Agreement
Support Staff Negotiated Agreement

STAFF GIFTS AND SOLICITATIONS

Gifts

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

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

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

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

Travel Vendor Compensation

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

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

Solicitations

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

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

[Adoption date: August 14, 2000]

FROM OHIO TOBACCO PREVENTION FOUNDATION
100% TOBACCO FREE STAFF DISTRICT POLICY

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

For the purpose of this policy, “tobacco” is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product and spit tobacco, also know as smokeless, dip, chew and snuff, in any form.

For the purpose of this policy, electronic cigarettes are considered “tobacco”.

Tobacco Use Prohibited

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

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

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

Tobacco Advertisements and Promotions

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

Providing Notice to Staff

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

Enforcement

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

The following disciplinary actions shall be taken against District personnel found in violation of this policy:

1st offense: written reprimand placed in personnel file

2nd offense: three-day suspension without pay
written reprimand placed in personnel file

3rd offense: five-day suspension without pay
written reprimand placed in personnel file
termination recommendation made to the Board

Educational Reinforcement

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

[Adoption date: August 14, 2000]
(Revision date: September 23, 2002)
(Revision date: May 14, 2009)
(Revision date: August 18, 2011)
(Revision date: July 10, 2014)

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

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

PERSONNEL RECORDS

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

1. Personnel files contain records and information relative to compensation, payroll deductions, evaluations and such information as may be required by the State or Federal government or considered pertinent by the Superintendent. Anonymous material or material from an unidentified source are not placed in a staff member's file.
2. A personnel file for each employee is accurately maintained in the District office in accordance with administrative regulations incorporating the requirements set forth under the Ohio Privacy Act for the protection of employees. Employees will be notified whenever personal information concerning them is placed in their file.
3. Ohio 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, Superintendent (the person directly responsible for the personnel records) is required to make copies available at cost, within a reasonable period of time.
4. The public has access to all records in the personnel file with the following exceptions.
 - A. medical records
 - B. records pertaining to adoption, probation or parole proceedings
 - C. trial preparation records
 - D. confidential law enforcement investigatory records
 - E. social security number
 - F. records of which the release is prohibited by Ohio or federal law
5. Each employee has the right, upon written request, to review the contents of his/her own personnel file. If a document is not disclosed to the employee because it is determined by a physician, psychiatrist or psychologist to be likely to have an adverse effect upon the employee, the document will be released to the designated medical authority. Requests are made to the Superintendent and scheduled for a time convenient for the parties involved.

6. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and becomes part of the employee's personnel file after the appeal procedure outlined in the Ohio Revised Code. The appeal procedure permits any employee who disputes the accuracy, relevance, timeliness or completeness of information maintained in his/her file to compel the District to investigate the current status of the information.
7. Personnel records should be reviewed only within the confines of the Superintendent's office or the Board's office.

[Adoption date: August 14, 2000]

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

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

STAFF COMPLAINTS AND GRIEVANCES

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

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

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

[Adoption date: August 14, 2000]

LEGAL REFS.: ORC 4117.09; 4117.10

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

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

EXTENDED GROUP HEALTH COVERAGE

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) provides for certain employees of the District and their dependents to be allowed to purchase extended group health insurance coverage for a limited period of time following their cessation of employment with the District. The Board contracts with a plan administrator who coordinates the program and provides the notices which are necessary.

1. Initial Notices

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

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

- A. The Board is responsible for notifying the plan administrator, within 30 days, of the death, separation of employment or reduction of hours (leading to less coverage) of an employee and of an employee's entitlement to Medicare benefits.
- B. The employee or beneficiary is responsible for notifying the plan administrator of the divorce or legal separation of the employee and spouse and of the termination of eligibility of a dependent child.
- C. The plan administrator must notify the affected employee and dependents of their extended coverage rights within 14 days after the plan administrator is notified of the event which could lead to loss of coverage.
- D. The employee or dependent is given a period of 60 days after this notice is given in order to elect the extended coverage and to present payment of any applicable premium costs back to the cessation of coverage.

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

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

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

4. Early Retirement of Coverage

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

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

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

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

[Adoption date: August 14, 2000]
(Revision date: July 10, 2014)

LEGAL REF.: Consolidated Omnibus Budget Reconciliation Act;
42 USC 300bb-1 et seq.

VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

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

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

[Adoption date: August 14, 2000]

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

CROSS REF.: AC, Nondiscrimination/Harassment

VERIFICATION OF EMPLOYMENT ELIGIBILITY

In order to comply with federal law, the following verification of employment eligibility procedures apply:

Completion of Form I-9

The Superintendent/designee requires persons employed to complete Form I-9 within three business days of the date of employment. If an individual is employed for less than three days, the form must be completed before the end of the employee's first working day.

The following individuals do not need to complete Form I-9.

1. persons hired before November 7, 1986
2. persons hired after November 6, 1986, who left your employment before June 1, 1987
3. persons who provide labor to the District and who are employed by a contractor providing contract services
4. persons who are independent contractors

The Superintendent/designee is also responsible for reverifying employment eligibility of employees whose employment eligibility documents carry an expiration date.

Acceptable Documents for Verifying Employment Eligibility

All employees hired after November 6, 1986, need to provide a document or documents which establish identity and employment eligibility. The following lists identify acceptable documents:

LIST A

Documents Which Establish Identity and Employment Eligibility

1. United States passport
2. Certificate of United States Citizenship (INS Form N-560 or N-561)
3. Certificate of Naturalization (INS Form N-550 or N-570)
4. Unexpired foreign passport which:

- A. contains an unexpired stamp which reads “Processed for I-551. Temporary Evidence of Lawful Admission for permanent residence. Employment authorized” or
 - B. has attached thereto Form I-94 bearing the same name as the passport and contains an employment authorization stamp, provided that the period of endorsement has not expired and the proposed employment is not in conflict with any restrictions or limitations identified on Form I-94.
- 5. Alien Registration Receipt Card (INS Form I-151) or Resident Alien Card (INS Form I-551), provided that it contains a photograph of the bearer
 - 6. Temporary Resident Card (INS Form I-688A)
 - 7. Employment Authorization Card (INS Form I-688A)

LIST B

Documents Which Establish Identity

- 1. For individuals 16 years of age or older
 - A. State-issued driver’s license or State-issued identification card containing a photograph (If the driver’s license or identification card does not contain a photograph, identifying information should be included, such as name, date of birth, sex, height, color of eyes and address.)
 - B. school identification card with a photograph
 - C. voter’s registration card
 - D. United States military card or draft record
 - E. identification card issued by Federal, State or local government agencies
 - F. military dependent’s identification card
 - G. native American tribal documents
 - H. United States Coast Guard Merchant Mariner card
 - I. driver’s license issued by a Canadian government authority
- 2. For individuals under age 16 who are unable to produce one of the documents listed above

- A. school record or report card
- B. clinic doctor or hospital record
- C. day-care or nursery school record

LIST C

Documents Which Establish Eligibility

1. Social Security number card, other than one which has printed on its face “not valid for employment purposes”

Note: This must be a card issued by the Social Security Administration
(A facsimile (such as a metal or plastic reproduction) is not acceptable.)

2. an original or certified copy of a birth certificate issued by a State, county or municipal authority bearing an official seal
3. unexpired INS employment authorization
4. unexpired re-entry permit (INS Form I-327)
5. unexpired Refugee Travel Document (INS Form I-571)
6. certification of birth issued by the Department of State (Form FS-545)
7. certification of birth abroad issued by the Department of State (Form DS-1350)
8. United States Citizen Identification card (INS Form I-197)
9. native American tribal document
10. identification card for use of Resident Citizen in the United States (INS Form I-179)

Retention of Employment Eligibility Verification Form (Form I-9)

The Superintendent/designee must retain Form I-9 for three years or for one year past the end of the employment of the individual, whichever is longer. Such forms are retained in a separate file and shall be considered to be confidential and used only for employment eligibility verification purposes.

Preparation of Documents for Inspection

U.S. Immigration and Naturalization Service (INS) or Department of Labor (DOL) officers are required to give employers three days advance notice before an inspection. The Superintendent/designee assembles the I-9 forms in preparation for the inspection. Failure to provide the I-9 forms could result in civil money penalties for each employee for whom the form was not completed, retained or presented.

(Approval date: August 14, 2000)

DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

[Adoption date: August 14, 2000]

(Revision date: March 28, 2005)

(Revision date: August 27, 2020)

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

Clear Fork Valley Local School District, Bellville, Ohio

Drug-Free Campus and Schools Act; 20 USC 3224
ORC 3796.28
4123.01 et seq.
4123.35
4123.54

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

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

Clear Fork Valley School District
Pre-Employment Illegal Substances Testing Policy

It is the policy of the Clear Fork Valley Local School District Board of Education that all of its workplaces and employees be free from Alcohol, Illicit Substances, or Banned Substances without a prescription. Employees who use such substances in the workplace or at District events pose a danger to themselves, their co-workers, students and parents, and members of the general public.

In order to accomplish the goal of providing an environment free from Alcohol, Illicit Substances, or Banned Substances without a prescription, the Board requires all job applicants to undergo post-offer, pre-employment drug and alcohol screening. Any offer of employment made by the Board is contingent, among other things, on the prospective employee's satisfactory completion of screening.

A. Overview

The procedure for pre-employment alcohol and drug testing of prospective employees is accomplished in conjunction with an independent drug Testing Vendor selected by the Board of Education. The Vendor will collect hair and/or urine samples from each prospective employee for analysis.

The Vendor will provide Medical Review Officer (MRO) services for interpretation and verification of results. Results are reported to the Designated Official by the MRO, but only as a "pass" or "fail."

The cost of pre-employment screening is determined by the applicable collective bargaining agreement.

B. Statement of Need and Purpose

Recognizing that the observed and suspected use of Illicit Substances and Banned Substances, including Alcohol, by Clear Fork Valley Local School District employees is a serious concern, a program of deterrence will be instituted as a pro-active approach to a truly drug-free school district. Likewise, employees using illegal substances pose a threat to their own safety, as well as to that of other employees, students and parents, and the general public. The purpose of this program is to provide for the safety of all employees, students and parents, and the general public by providing a drug and alcohol-free environment for all District activities.

C. Definitions

Alcohol – Any intoxicating liquor, alcohol, beer, wine, mixed beverage, or malt liquor/beverage, as defined in Ohio Revised Code Section 4301.01. This definition includes any liquid or substance, such as "near beer," which contains alcohol in any proportion or percentage. This

definition does not include a substance used for medical or dental purposes in accordance with directions for use provided in a prescription or by the manufacturer, and in accordance with District policy and rules related to the use of prescription and non-prescription drugs, provided the substance is (a) authorized by a medical prescription from a licensed physician and kept in the original container, which shall state the student's name and direction for use, or (b) an over-the-counter medicine. Alcohol is a Banned Substance.

Vendor - The medical office or company selected by the Board of Education to carry out the policy and procedure.

Designated Official - The individual designated by the Board of Education or Superintendent to oversee the drug testing program of the District.

Medical Review Officer (MRO) - A licensed physician trained and certified in the process and interpretation of drug testing results.

Illicit Substance - Any controlled substance that a person may not legally sell, offer to sell, possess, give, exchange, use, distribute, or purchase under Ohio Revised Code Chapter 2925 or federal law, and any harmful intoxicant as defined in Ohio Revised Code Section 2925.01. Illicit Substance includes all prescription drugs being used in any way other than for medical purposes, or used not in accordance with the directions for use provided by the prescription or by the manufacturer. Illicit Substance includes any metabolite of an Illicit Substance.

Banned Substance - A substance defined by Board policy as being banned from use by employees, including without limitation: alcohol, amphetamines, anabolic steroids, barbiturates, benzodiazepines, cocaine, LSD, marijuana, methadone, methaqualone, MD/MA ("ecstasy"), nicotine, opiates, phencyclidine, propoxyphene (Darvon), synthetic marijuana (i.e., "Posh," "Spice," K2), any other substance listed in 21 U.S.C. 802(6), and any metabolite of a Banned Substance.

SAMHSA - The Substance Abuse and Mental Health Services Administration; a governmental agency that certifies toxicology laboratories that perform drug testing following strict guidelines and constant quality assurance programs.

Quantitative Levels - The measurement levels of a specific chemical in the urine reported usually in nanograms per milliliter (ng/ml).

Chain-of-custody Form - A preprinted form provided by the testing laboratory that records all contact with the provided specimen. The form is initiated by the collector and follows the specimen as testing is completed, then forwarded to the MRO for final certification.

Adulterant/Adulteration - Any attempt to alter the outcome of a urine drug test by adding a substance to the sample, attempting to switch the sample, or otherwise interfere with the detection of illicit or banned substances in the urine, or purposefully over hydrating oneself in an attempt to dilute the urine to decrease possible detection of illicit or banned substances.

D. Procedures for Prospective Employees

1. Procedures for Initial Interview

Each applicant for employment by the Board shall be informed at the initial interview of the Board's policy to provide a drug- and alcohol-free environment, that all applicants to whom an offer of employment is made shall be required to undergo pre-employment drug and alcohol testing, and that all offers of employment are contingent upon the applicant passing such screening. Each applicant shall be given the opportunity to ask questions about the Board's policy and the procedure for pre-employment drug and alcohol screening.

2. Procedures for When Offer of Employment is Made

Each applicant to whom an offer of employment is made shall be informed that the offer of employment is contingent on the applicant completing and passing an alcohol and drug test. Each applicant shall be provided with a copy of the Board's Consent and Release Form for Applicants ("Consent Form") at the time the contingent offer of employment is made, and shall be directed to complete the Consent Form and return it to the Board.

The Board shall provide the applicant with instructions on how to obtain an alcohol and drug screen in accordance with the Board's policy, and the time limits within which the applicant must appear before the Vendor to provide a hair sample, urine sample, or both.

3. Sample Collection

Samples will be collected as outlined under Vendor Requirements below. Failure to appear before the Vendor as scheduled or to provide a hair sample, urine sample, or both, shall be considered to be a positive test for Alcohol, Illicit Substances, and Banned Substances without a prescription

E. Confidentiality of Results

All test results are considered confidential information and will be handled accordingly. The only result that shall be reported to the Designated Official is that the applicant either passed or failed the alcohol and drug screen.

F. Vendor Requirements

At a minimum, the Vendor must be able to provide the following services:

1. Collection of Urine Specimens:

The Vendor will oversee the collection of hair and urine specimens as outlined in the Procedures for Drug Testing of Job Applicants. Chain of Custody forms will be provided by the Vendor that meet the criteria of this Policy and that of the testing laboratory.

2. Testing of Hair and Urine Specimens:

The Vendor will have all specimens tested for Illicit and Banned Substances by a qualified laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) following the guidelines of the Department of Health and Human Services (HHS). The testing laboratory should have greater than 10 years experience in toxicology testing and chain-of-custody procedures. All urine specimens must be initially tested using a highly accurate immunoassay technique, with all presumptive positive results, except for LSD, then confirmed by a Gas Chromatography/Mass Spectroscopy (GC/MS) confirmatory test (no current GC/MS test is available for LSD).

3. Medical Review Officer (MRO) Services:

The Vendor will provide MRO services by a licensed physician who is certified by the Medical Review Officer Certification Council (MROCC) or the American Association of Medical Review Officers as having proven by examination to have had the appropriate medical training to interpret and evaluate drug test results and thus qualified for certification as a Medical Review Officer. Additionally, the MRO must demonstrate a willingness to abide by this Policy. All results will be kept on file for a period of seven years.

4. Statistical Reporting and Confidentiality of Drug Test Results:

The Vendor, testing laboratory, and MRO may not release any information concerning the drug screening process or results obtained under this Policy to any person, organization, news publication or media, except for statistical information on the rate of positive illegal substances tests, which may be released only upon the express written consent of the Clear Fork Valley Local School District Board of Education, or as otherwise permitted by this Policy.

5. Verification of a positive test result:

Positive drug test results must be verified positive by the MRO before the Designated Officer may act upon such results.

a. Verification of a positive test result is a three-step process:

- i. The MRO must determine if any discrepancies exist in the chain of custody and, if such discrepancies exist, whether they prevent verification of the positive test result;
- ii. If one or more of the substances indicated to be present in the positive test result are available by prescription, the MRO must contact the job applicant to determine whether he or she has such a prescription(s). The MRO shall allow the applicant two business days to respond to the MRO's inquiry.

- iii. If the applicant states that he or she has such a prescription(s), the applicant must provide the MRO with a letter from the prescribing physician verifying the prescription(s) within five business days of the MRO's initial inquiry.
- b. The MRO shall verify as positive a test result if:
 - i. It is not possible to have a prescription for the substance(s) found in the applicant's urine or hair; or
 - ii. The applicant states that he or she does not have a prescription for the substance(s) found in the applicants urine or hair; or
 - iii. The applicant fails to respond within two business days to the MRO's inquiry whether the applicant has such a prescription; or
 - iv. The applicant fails to provide the prescribing physician's written verification of the prescription(s) within five business days of the MRO's inquiry whether the applicant has such a prescription(s).
- c. If an applicant's urine or hair tests positive both for substances for which a prescription may be held and substances for which one cannot have a prescription, the MRO shall verify as positive the results showing the presence of the substances for which one cannot have a prescription, even though verification of the test results for the substances for which it is possible to hold a prescription may be pending.
- d. Exception to positive verification. The MRO may use quantitative results to determine if positive results indicate recent use of Illicit or Banned Substances or the natural decline of levels of the Illicit or Banned Substance from the body. If the MRO concludes that the quantitative levels determined to be above the established cutoffs reflect natural decay rather than current use, the MRO may decline to verify a positive result.

G. Procedures in the Event of a Verified Positive Result

- 1. The MRO shall notify the Designated Official and the job applicant of verified positive test results, which notification shall include written notification. Notification to the Designated Official of a verified positive test result shall be limited to a general statement of a positive test result for Alcohol, Illicit Substances, or Banned Substances, and shall not indicate for which substance(s) the applicant tested positive.

2. If the Designated Official receives notification from the MRO of a verified positive test result, the Designated Official or other Board employee shall notify the job applicant in writing that the conditional offer of employment has been revoked, and that the applicant shall not reapply for employment by the Board for at least six months.

H. Confidentiality of Test Results

All records of alcohol and drug testing of a job applicant are confidential and shall be kept separate from the applicant's other documents, and shall be kept in a locked file that is accessible only to the Designated Official. The information contained in the testing records shall only be used to administer this Policy and for other purposes if required by law or regulation. A job applicant or employee has the right to review and obtain a copy of his or her own testing information from the District and to review and obtain a copy of the complete drug test results from the Vendor.

Procedures for Drug Testing of Job Applicants
Clear Fork Valley Local School District

A. Notification to Job Applicant

1. The Designated Official or other Board employee notifies the job applicant of the conditional offer of employment and the requirement for pre-employment alcohol and drug testing.
2. The applicant is provided with the Consent and Release Form for Applicants and instructed to complete and return the Form.
3. The applicant is instructed how to contact the Vendor to complete the testing and the time by which a urine or hair sample must be submitted to the Vendor for testing.

B. Submission of Urine or Hair Sample

1. The applicant appears at the Vendor or the Vendor's designated location within the time frame required and provides a urine sample, hair sample, or both, as requested by the Vendor or the testing laboratory.
2. The Vendor or laboratory is responsible for proper collection and testing procedure, including completion of chain of custody documentation.

C. Medical Review Officer (MRO) Responsibilities

The MRO will review all results of urine and hair testing. Any sample testing positive for Illicit Substances, Banned Substances, or adulteration will be handled in the following manner:

1. The MRO determines if any discrepancies have occurred in the Chain of Custody.
2. Depending on the substances found in the urine or hair, if necessary the job applicant will be contacted to determine if the applicant is on any prescribed medication from a physician.
3. If the applicant is on medication, the applicant will be asked to obtain a letter from the prescribing physician to document what medications the applicant is currently taking. Failure to provide such requested information within five business days will be considered a verified positive result.
4. The MRO will determine if any prescribed medications resulted in the positive drug test.

- (a) For example, a positive test for codeine may be verified negative when the MRO receives a letter from the treating physician that the applicant has been prescribed Tylenol© with codeine as a pain medication following tooth extraction.
 - (b) Or, if the applicant has a positive drug screen for codeine and has no documented physician order for the medication, this would likely be ruled a verified positive drug test by the MRO.
 - (c) Drug screens positive for an Illicit or Banned Substance for which it is not possible to have a prescription (i.e., marijuana, heroin, cocaine, alcohol, etc.) shall automatically be verified positive by the MRO.
5. The MRO may use quantitative results to determine if positive results indicate recent use of Illicit or Banned Substances or the natural decline of levels of the Illicit or Banned Substance from the body. If the MRO feels the quantitative levels determined to be above the established cutoffs do not reflect current use but natural decay, then a negative result may be reported.
6. The MRO, based on the information given, will verify the drug test results as positive or negative. Verified positive and negative results will be reported to the job applicant and the Designated Official. Report of a verified positive result to the Designated Official shall be limited to a general statement that the applicant tested positive for Illicit or Banned Substances, and shall not indicate which Illicit or Banned Substances were detected in the applicant's urine or hair.

[Adoption date: September 18, 2013]

**CLEAR FORK VALLEY LOCAL SCHOOL DISTRICT
CONSENT AND RELEASE FORM FOR APPLICANTS**

Name: _____

(Please Print)

I understand that it is the policy of the Clear Fork Valley Local School District to provide a work environment in which employees are free from the effects of Illicit Substances and Banned Substances (including Alcohol) without a prescription, as defined in the Board’s Pre-Employment Illegal Substances Testing Policy (“Policy”).

I understand that any offer of employment by the Board is contingent on, among other things, my completion of pre-employment drug testing and obtaining a negative result for Illicit Substances and Banned Substances without a prescription. I also understand that I must submit a urine sample, hair sample, or both for drug testing in accordance with the Policy, and that if my urine or hair tests positive for one or more Illicit Substances or Banned Substances without a prescription, my conditional offer of employment shall be revoked.

Consent to Perform Testing for Illicit and Banned Substances

I hereby consent to undergo urinalysis testing, hair follicle testing, or both, for the presence of Illicit Substances or Banned Substances in accordance with the Policy and Procedure for Pre-Employment Illegal Substances Testing as approved by the Clear Fork Valley Local School District Board of Education.

I understand that the collection process will be overseen by a qualified vendor, that any urine and hair samples will be sent only to a certified medical laboratory for actual testing, and that the samples will be coded to provide confidentiality.

I hereby give my consent to the Testing Vendor selected by the Clear Fork Valley Local School Board, their laboratory, doctors, employees, or agents, together with any clinic, hospital, or laboratory designated by the selected Vendor, to perform urinalysis, hair follicle testing, or both for the detection of Illicit or Banned Substances.

I further give permission to the Medical Review Officer (“MRO”) selected by the Clear Fork Valley Local School Board to release results of verified positive tests to the Board’s Designated Official in the form of a statement that I have either “passed” or “failed” the drug screening. I understand that I may obtain a copy of the complete test results from the Vendor.

I hereby release the Clear Fork Valley Local School Board of Education, the Testing Vendor, the MRO, and any of their officials, employees, or agents, from any legal responsibility or liability for the performance of testing or the release of information and records associated with testing.

Applicant Name

Date of Birth

Social Security Number

Applicant Signature

Date

[Adoption date: September 18, 2013]
(Revision date: April 10, 2014)

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 the 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 which 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 record check, the applicant or employee will be given a written pre-adverse action disclosure statement which includes a copy of the criminal records check and the Federal Trade Commission's notice entitled "A Summary of Your Rights Under the Fair Credit Reporting Act."

After taking an adverse action, the applicant or employee will be given a written adverse action notice 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 BCI and the individual's right to an additional free criminal records check from 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 the 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 record check shall be assured that all records pertaining to such information are destroyed.

Volunteers

Clear Fork Valley Local School District, Bellville, Ohio

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: August 14, 2000]

(Revision date: January 8, 2009)

(Revision date: January 5, 2012)

(Revision date: November 9, 2017)

LEGAL REFS.: Fair Credit Reporting Act 15 U.S.C. Sections 1681 et seq.

ORC 109.57; 109.572; 109.575; 109.576

2953.32

3301.074

3314.19; 3314.41

3319.088; 3319.089; 3319.22; 3319.222; 3319.29; 3319.291; 3319.303;

3319.311; 3319.313; 3319.315; 3319.39; 3319.391; 3319.392

3327.10

OAC 3301-83-06

CROSS REFS.: EEAC, School Bus Safety Program

GBL, Personnel Records

GCBB, Professional Staff Supplemental Contracts

GCD, Professional Staff Hiring

GCPD, Suspension and Termination of Professional Staff Members

GDBB, Support Staff Pupil Activity Contracts

GDD, Support Staff Hiring

GDPD, Suspension 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 AND MEDICAL LEAVE

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

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

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

[Adoption date: August 14, 2000]
(Revision date: August 12, 2010)

LEGAL REFS.: Family and Medical Leave Act of 1993; 29 USC 2601 et seq; 29 CFR Part 825
ORC 124.38
3313.20;
3319.08; 3319.13; 3319.131; 3319014; 3319.141

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

FAMILY AND MEDICAL LEAVE

Eligibility

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

Leave Entitlement

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

An employee may be eligible for 26 work weeks of FMLA leave during a single 12-month period to care for a covered service member with a serious injury or illness. The District will determine the "single 12-month period" using the 12-month period measured forward from the date an employee's first FMLA leave to care for the covered service member begins.

Types of Leave

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

1. the birth and care of a newborn child;
2. placement with an employee of a son or daughter for adoption or foster care;
3. care for a spouse, child, parent with a serious health condition. An employee may not take FMLA leave to care for a parent-in-law;

4. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job;
5. to respond to a “qualifying exigency” that arises because a spouse, child or parent is a military member on covered active duty or
6. to care for a covered -service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the covered service member.

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

Spouses Employed by the District

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

Intermittent and Reduced Leave

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances.

Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason.

Reduced leave is a leave schedule that reduces 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; to care for a parent, spouse, son or daughter with a-serious health condition; to care for a covered service member’s serious injury or illness or for leave taken due to a qualifying exigency. Such leave may not be used for the birth or adoption/placement of a child only if the Board agrees.

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

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

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

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

Benefits

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

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

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

Notice

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

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

Certification

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

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

Reinstatement

When the employee returns from the leave, the Board ~~restores~~ reinstates the employee to the same or an equivalent position with equivalent benefits, pay, terms and conditions of employment than if the employee had been continuously employed during the FMLA leave-period.

Instructional Employees

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

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

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

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

[Approval date: August 14, 2000]
(Revision date: August 12, 2010)
(Revision date: July 9, 2015)

HIPAA PRIVACY POLICY

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

Confidentiality of Individually Identifiable Health Information

All officers, employees, and agents of the School District shall preserve the confidentiality and integrity of individually identifiable health information pertaining to any individual. Individually identifiable health information is protected health information and shall be safeguarded to the extent possible in compliance with the requirements of the security and privacy rules and standards established by the HIPAA.

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

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

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

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

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

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

Privacy/Security Officer

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

Notice

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

Training

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

Documentation

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

[Adopted: April 28, 2003]
(Revision date: July 10, 2014)

LEGAL REFS.: Health Insurance Portability and Accountability Act; 29 USC 1181 et seq.
45 C.F.R.
ORC 9.01; 9.35
149.41; 149.43
1347.01 et seq.
4113.23
OAC 3301-35-03 (A) (10)

NOTICE OF PRIVACY PRACTICES

Effective Date: April 14, 2003

YOUR INFORMATION, YOUR RIGHTS, OUR RESPONSIBILITIES

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

If you have any questions about this notice, please contact the Treasurer, at [\(419\)886-3855](tel:(419)886-3855).

Your Rights

You have the right to:

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

Your Choices

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

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

Our Uses and Disclosures

We may use and share your information as we:

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

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

Your Rights

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

Get a copy of health and claims records

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

Ask us to correct health and claims records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say "no" to your request, but we'll tell you why in writing within 50 days.

Request confidential communications

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

Ask us to limit what we use or share

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

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

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

Get a copy of this privacy notice

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

Choose someone to act for you

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

File a complaint if you feel your rights are violated

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

Your Choices

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

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

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

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

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

- Marketing purposes
- Sale of your information

Our Uses and Disclosures

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

Help manage the health care treatment you receive

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

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

Run our organization

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

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

Pay for your health services

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

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

Administer your plan

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

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

How else can we use or share your health information?

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

Help with public health and safety issues

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

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

Do research

We can use or share your information for health research.

Comply with the law

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

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

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

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

We can use or share health information about you:

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

Respond to lawsuits and legal actions

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

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.

- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of this Notice

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

Source: U.S. Department of Health and Human Services. www.hhs.gov

[Adopted: April 28, 2003]
(Revision date: July 10, 2014)

PROFESSIONAL STAFF POSITIONS

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

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

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

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

[Adoption date: August 14, 2000]

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

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS
(Teachers)

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

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

Teacher Contracts

Written contracts of employment shall be issued to all professional teaching personnel. Contracts are by and between the staff member and the Board.

The basic types of contracts are in accordance with the negotiated agreement.

Written notification of the Superintendent's recommendation as well as the Board's action to issue a one- or two-year extended limited contract must be received by the teacher on or before April 30 of the year in which his/her contract expires.

Supplemental contracts

Supplemental contracts are entered into with each teacher who performs assigned supplemental duties for which compensation is authorized. Such contracts are issued for one year and are separate from teaching contracts. Elimination or creation of assignments for extra duties are made at the discretion of the Superintendent, in accordance with the negotiated agreement and subject to approval by the Board.

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

[Adoption date: August 14, 2000]
(Revision date: September 15, 2011)

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

CROSS REF.: GCB, all subcodes

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS
(Administrators)

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

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

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

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

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

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

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

[Adoption date: August 14, 2000]

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

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS
(Administrators)

The Board may request the State Board of Education to issue a one-year temporary Educator License valid for employing a superintendent or any other administrator as specified by the Board.

The State Board of Education may issue the Educator License if the Board has determined that the individual:

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

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

(Approval date: August 14, 2000)

PROFESSIONAL STAFF SALARY SCHEDULES

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

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

[Adoption date: August 14, 2000]

LEGAL REFS.: ORC 3317.13; 3317.14
3319.12

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF SALARY SCHEDULES

Placement Procedures

1. All training for which credit may be given on the salary schedule must be taken at a fully accredited college or university whose credits are recognized and transferable to Ohio colleges and universities. All credits for training must be certificated by the Ohio Department of Education or an accredited teacher training institution.
2. All training for which credit may be given on the salary schedule must be taken in a specific degree program and be applicable to attainment of such degree unless prior written approval is obtained from the Superintendent.
3. No partial training credits are given. Employees receive training credit only where the amount of such training is sufficient to qualify them for the next highest salary bracket.
4. Training credit will be granted at the next Board meeting following the time of application. No credit for training may be granted retroactively.
5. Employees are granted training credit on the salary schedule at the next Board meeting following the time of application and only where proper documentation of such credit has been received by the Superintendent prior to the Board meeting when credit is being granted.
6. All experience credits must be given in full year increments. No partial year or years of experience may be considered or combined in any manner to qualify for experience credit including credit for military service.
7. A year of experience credit may be granted only for those years in which a staff member was a direct employee of a school district, under contract with the Board as a regular teacher and taught at least 120 days during that school year. In addition, such experience credit may only be given if and after the employee's such service has been credited by the State Teachers' Retirement System.
8. Experience for substitute teaching may be given only for those school years where the employee can verify 120 or more days of substitute teaching during any school year under a substitute teacher's contract. In addition, such experience credit, may only be given if and after such substitute service has been credited by the State Teacher's Retirement System.
9. Experience for tutoring does not qualify for credit on the salary schedule.

10. Credit for experience may be given up to a maximum as defined in the negotiated agreement. In no case is more credit granted than the total of the employee's experience and/or military experience.

11. Service in the Armed Forces of the United States is considered the same as teaching experience up to five years. Reserve military training is not considered military experience.

12. Unless other written arrangements are made with the Superintendent, no additional experience credit is granted that has not been documented to and approved by the Superintendent within 60 days of employment.

13. All training and experience is certified by the County Superintendent of Schools to the local treasurer.

[Approval date: August 14, 2000]

(Revision date: March 28, 2005)

PROFESSIONAL STAFF SUPPLEMENTAL CONTRACTS

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

The Board approves the positions and the compensation for these assignments. Supplemental contracts for such assignments are awarded by the Board upon 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 a student activity programs, which involves athletic, routine/regular physical activity or 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: August 14, 2000]

(Revision date: January 8, 2009)

(Revision date: July 9, 2013)

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

CROSS REFS.: GBQ, Criminal Records Check
GCB, Professional Staff Contracts and Compensation Plans
GCKA, Professional Staff Extra Duty
GDBB, Classified Staff Supplemental Contracts
IGD, Cocurricular and Extracurricular Activities
IGDJ, Interscholastic Athletics
Negotiated Agreement

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF SUPPLEMENTAL CONTRACTS

In accordance with ORC 3313.53, a board of education may enter into supplemental contract with certificated personnel and/or noncertificated individuals for supervision or coaching performance under supplemental duties relative to student activities.

It will be the policy of the Board to employ certificated personnel for such performance.

If qualified certificate staff members cannot be obtained to perform such duties, the Board will look critically at the feasibility of discontinuing to offer the particular activity for student choice.

Given that the board would elect to offer the activity and cannot obtain qualified certificate personnel to supervise/coach such activity, then the Board will attempt to employ noncertificated individuals in accordance with 3301-27-01 of the Administrative Code entitled Qualifications to Direct, Supervisor or Coach a Pupil-Activity Program.

1. A supplemental, limited contract for extracurricular activities may be awarded a certificated or noncertificated person who meets the following requirements.
 - A. The individual demonstrates good moral character as evidenced by the absence of a conviction of a felony, offense of violence, theft, drug-related abuse or sex offense or
 - B. the individual has demonstrated that complete rehabilitation subsequent to such conviction has occurred.
2. A supplemental, limited contract for extracurricular activities may be awarded, whether certificated or noncertificated, if the individual is competent to direct, supervise or coach a pupil-activity program as evidenced by:
 - A. the ability to work effectively with students as documented by recent successful experience;
 - B. knowledge of the activity program as documented by:
 - 1) successful completion of a college or university course on the direction, supervision or coaching of such activity program or
 - 2) successful experience, in such activity program.
 - C. knowledge of applicable rules and regulations established by the District;
 - D. knowledge of the health and safety related aspects of the activity program. For a pupil-activity program which involves vigorous physical activity or contact, the individual will demonstrate successful completion of:

- 1) the requirements for voluntary Interscholastic Coaching Certificates supported in principle by the Ohio Association for Health, Physical Education, Recreation and Dance, the Ohio College Directors of Health and Physical Education, the Ohio High School Athletic Association and the Ohio State Medical Association or
 - 2) a college or university course on the health and safety of participants in the activity program or
 - 3) an appropriate sports-related first aid training course and cardio-pulmonary resuscitation (CPR) training conducted pursuant to guidelines and methodology set forth by the Ohio State Medical Association-Ohio High School Athletic Association Joint Committee on the Medical Aspects of Sports and approved by the Superintendent of Public Instruction and
- E. the individual participates at least annually in one or more seminars as determined by the Superintendent, conducted on the health and safety of participants in the activity program. Such seminars are conducted pursuant to guidelines and methodology set forth by the Ohio State Medical association-Ohio High School Athletic Association Joint Committee on the Medical Aspects of Sports and approved by the Superintendent of Public Instruction.
3. Certificate individuals are required to meet the qualifications set forth in paragraph E of this rules July 1, 1983.

[Approval date: August 14, 2000]

PROFESSIONAL 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 staff members are designed to promote their present and future economic security.

Full-time professional staff not in the bargaining unit will receive the same benefits as provided in the negotiated agreement.

[Adoption date: August 14, 2000]

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

CROSS REF.: EI, Insurance Management

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF LEAVES AND ABSENCES

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

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

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

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

[Adoption date: August 14, 2000]
(Revision date: November 26, 2001)
(Revision date: June 12, 2012)

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2601 et seq.
Americans with Disabilities Act Amendments Act of 2008; 42 USC 12101 et seq.
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.
ORC 124.38
3313.20; 3313.211
3319.08; 3319.09; 3319.13; 3319.131; 3319.14; 3319.143

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

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

Vacations

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

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

Holidays

The school calendar, as adopted by the Board, establishes 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 professional staff members employed on a 12-month basis are expected to work during the recess periods of the school year.

[Adoption date: August 14, 2000]

LEGAL REFS.: ORC 3313.20; 3313.63

PROFESSIONAL STAFF RECRUITING

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

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

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

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

[Adoption date: August 14, 2000]

LEGAL REF.: OAC 3301-35-03

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

PROFESSIONAL STAFF HIRING

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

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

The following guidelines are used in the selection of personnel.

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

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

Employment of Retired Administrators

The Board recognizes that recruiting and retaining highly qualified administrative personnel has become increasingly difficult in Ohio's competitive marketplace. Therefore the Board will, under appropriate circumstances, offer to enter into administrative employment agreements with qualified retired administrators whenever practical and when

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such action appears to be in the best interests of the Districts. Retired administrators may be employed as administrators on a part-time or full-time basis.

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

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

Rehiring of Retirees

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

[Adoption date: August 14, 2000]

(Revision date: July 10, 2014)

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
Fair Credit Reporting Act, 15 U.S.C. Sections 1681 et seq.
ORC 2921.42
3307.01; 3307.353
3313.53
3319.02; 3319.07; 3319.08; 3319.11; 3319.21; 3319.22-3319.31;
3319.39
3323.06
OAC 3301-35-05; 3301-35-06
3307.1-13-03

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

PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

Substitute and tutor teaching staff members are secured, assigned and evaluated as required by state law and in accordance with best interests of the District.

1. Substitute teachers are secured and appointed by the county superintendent and approved by the Board.
2. The building principal makes the day-to-day assignment of substitute teachers in accordance with the needs of the District.
3. Substitute teachers in the Clear Fork Valley Local Schools are paid at a daily rate determined by the Board. After a properly certified substitute teacher works the same assignment 10 consecutive days, he/she is placed and maintained on the bachelor's step 0 of the salary schedule. After assignment to one specific position for more than 60 days, the substitute is compensated at the rate of pay established in the salary schedule for regular teachers and is granted the same benefits.
4. The salary of substitute teachers maybe changed at any time on the recommendation of the local superintendent and approval of the Board.
5. Substitute teachers are held responsible for compliance with all policies, procedures, rules and regulations applicable to the regular teacher.
6. Membership in the State Teachers' Retirement System is compulsory for all full-time, part-time and substitute teachers except as permitted by state law.
7. Principals use the prescribed county forms in evaluating the performance of substitute teachers and tutors. Principals consult the composite evaluations of substitute teachers and tutors in deciding to call them for duty.

[Adoption date: August 14, 2000]

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

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

Clear Fork Valley Local School District, Bellville, Ohio

GBA, Equal Opportunity Employment
GBQ, Criminal Record Check

PROFESSIONAL STAFF ORIENTATION

Diligent efforts are made to orient teaching staff members for success in their positions in the Clear Fork Valley Local School District.

1. Orientation of teaching staff members begins with their application interviews.
2. New teaching staff members attend orientation sessions held the day prior to the all staff meeting at the beginning of a school year.
3. Buildings principals work closely with new teaching staff members to provide them with the direction required.
4. All teaching staff members are expected to positively fulfill their professional and moral obligations to help new staff members succeed.

[Adoption date: August 14, 2000]

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

The assignment and transfer of teachers is the responsibility of the Superintendent. Each teacher is assigned to a specific area and may be transferred to any other position for which he/she is qualified. Transfers may be requested by administrators, supervisors or teachers. The Superintendent may initiate a transfer whenever he/she believes it is in the best interest of the District.

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

Assignment to Nonpublic Schools

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

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

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

Administrators

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

[Adoption date: August 14, 2000]

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

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF TIME SCHEDULES

Administrators

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

Teachers

Efforts are 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 is established by the Board's adoption of the school calendar.

[Adoption date: August 14, 2000]

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

CROSS REF.: ICA, School Calendar

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

Clear Fork Valley Local School District, Bellville, Ohio

Within the context of available funds, staff members are encouraged and provided with opportunities for the development of increased competencies in their job performance.

1. Teaching staff members attend all faculty meetings called by the principal or local superintendent unless specifically excused by the person calling the meeting.
2. Teaching staff members attend in-service programs and workshops offered by the District from time to time, including the annual local in-service days.
3. Teaching staff members attend in-service programs and workshops offered by the Richland County Board of Education from time to time, including the annual local in-service days.
4. The Superintendent may authorize professional leaves for conferences, conventions, visitations and other professional development activities when finances and substitute arrangements permit.
5. All requests for attendance at professional development activities requiring an employee's absence from regular assignment must be approved by the Superintendent.
6. Staff members are encouraged to pursue graduate study at accredited colleges and universities.
7. The Superintendent annually prepares a staff development plan for review by the Board.
8. Records of the nature and amount of in-service participation are kept in the office of the Superintendent.

[Adoption date: August 14, 2000]

LEGAL REFS.: ORC 3313.20
3315.07
3319.131

OAC 3301-35-03

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

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF PROFESSIONAL STAFF (Certificated Staff)

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

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

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

Credentialed Evaluators

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

Effectiveness Rating

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

Teacher Performance Calculation

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

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

For the purpose of this policy, student growth means the change in student achievement for an individual student between two or more points in time. Student growth is evaluated by a combination of: (1) Value-added data or an alternative student academic progress measure if adopted under RC 3302.03 (C)(1)(e); (2) ODE-approved assessments and/or (3) Board-

determined measures. When available, value-added data or an alternative student academic progress measure if adopted under RC 3302.03 (C)(1)(e) shall be included in the multiple measures used to evaluate student growth in proportion to the part of the teacher's schedule of courses or subjects for which the value-added progress dimension is applicable.

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

Value-added data based on the results of state assessments administered in the 2014-2015 and 2015-2016 school years will not be used to assess student academic growth. Such data also will not be used when making dismissal, retention, tenure or compensation decisions. The Board may administer ODE-approved assessments and/or local measures of student growth using state designed criteria and guidance for teachers of subjects where value-added scores from state assessments are not available. Evaluations for teachers of grade levels and subject areas for which the value-added progress dimension is applicable, and where no other measure is available to determine student academic growth, shall be based solely on teacher performance.

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

Professional Growth and Improvement Plans

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

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

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

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

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

Evaluation Time Line

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

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

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

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

Testing for Ineffective Teachers in Core Subjects Areas

Beginning with the 2015-16 school year, teachers of ~~who teach in a~~ core subject areas, as defined by State law, who have received a rating of Ineffective for two of the three most recent school years must register for and take all written examinations of content knowledge selected by ODE.

Retention and Promotion Decisions

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

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

Poorly Performing Teachers

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

Professional Development

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

Clear Fork Valley Local School District, Bellville, Ohio

[Adoption Date: May 2, 2013]

(Revision Date: April 10, 2014)

(Revision Date: July 10, 2014)

(Revision Date: April 20, 2017)

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

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

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF PROFESSIONAL STAFF
(Teachers)

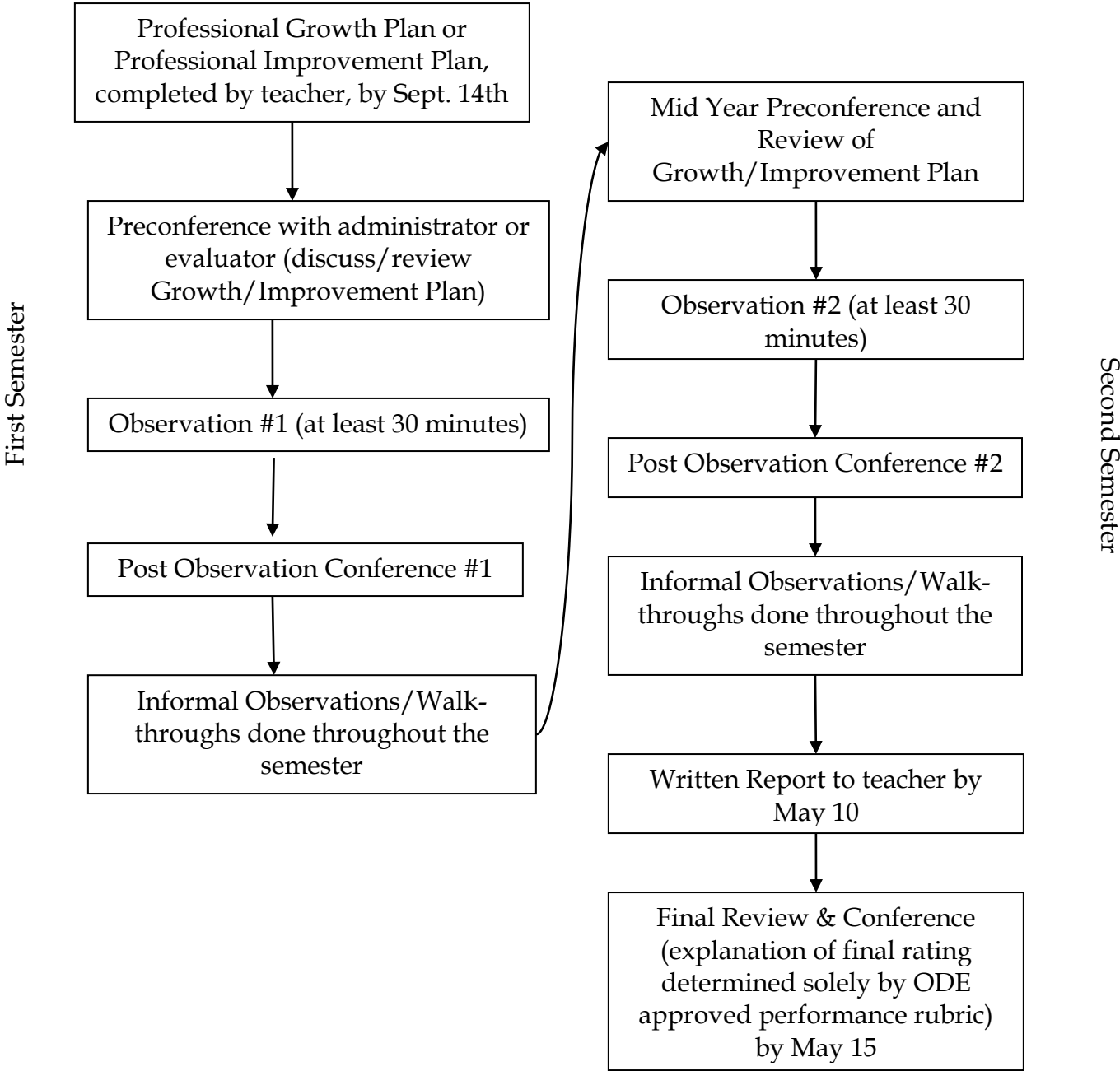
Teacher Performance

Student Growth

	4	3	2	1
Above	Accomplished	Accomplished	Proficient	Developing
Expected	Proficient	Proficient	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

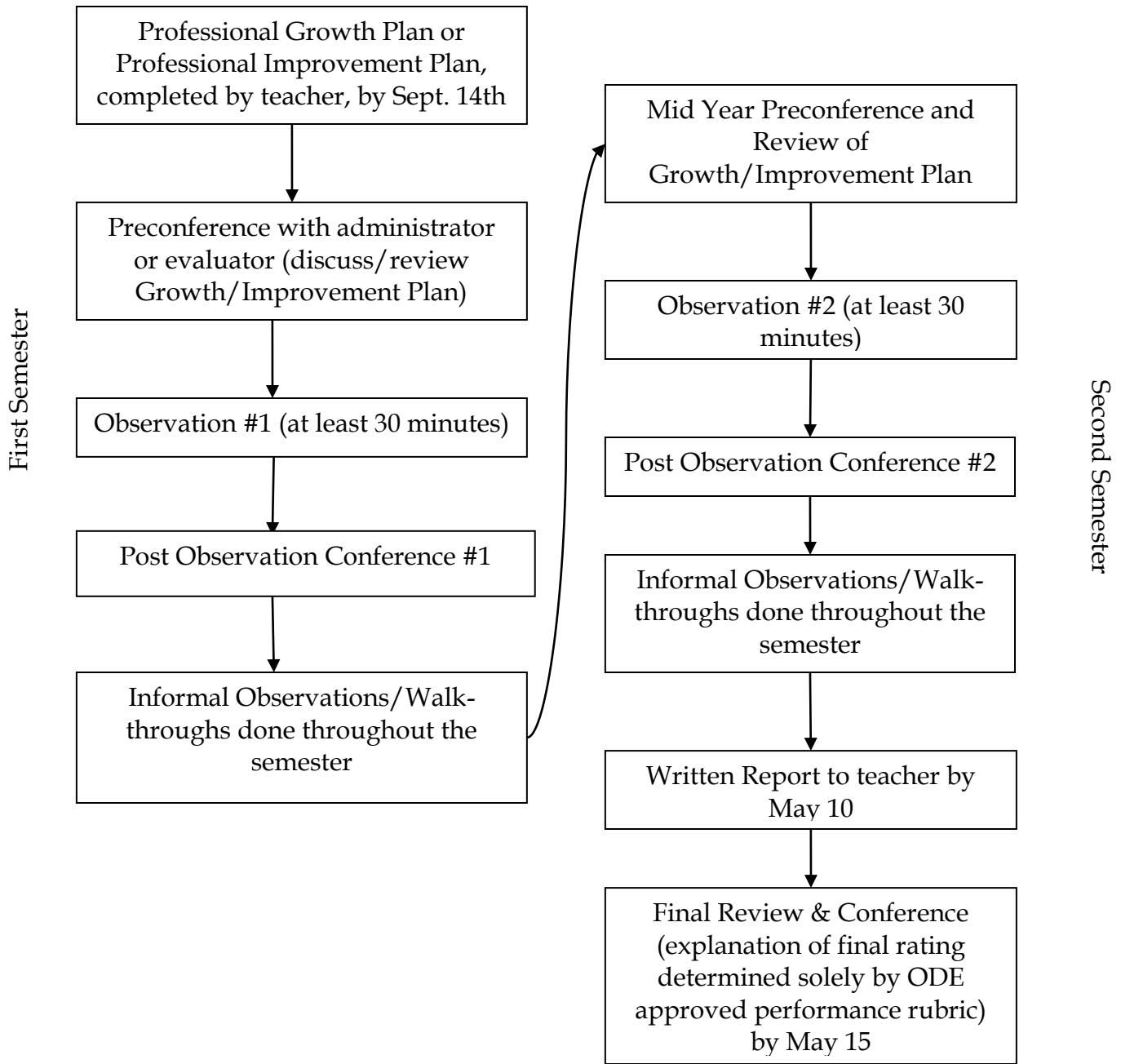
[Adoption date: May 2, 2013]

2013-14 Clear Fork Teacher Evaluation



Final rating of teacher is based on their score on the ODE approved performance rubric (100%).

2014-15 Clear Fork Teacher Evaluation



Final rating of teacher is based on their score on the ODE approved performance rubric (65%) and their ODE approved student growth measures (65%).

[Adoption date: May 2, 2013]
 (Revision Date: April 10, 2014)

EVALUATION OF PROFESSIONAL STAFF
(Administrators Both Professional and Classified)

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

The purpose of administrator evaluations is to assess the performance of administrators, to provide information upon which to base employment and personnel decisions and to comply with State law. All administrators are evaluated annually. In the year an administrator's contract does not expire, the evaluation is completed at the end of the contract year, and a copy is given to the administrator. In the year an administrator's contract does expire, two evaluations are completed, one preliminary and one final. The preliminary evaluation is conducted at least 60 days prior to June 1 and prior to any Board action on the employee's contract. A written copy of the preliminary evaluation is given to the administrator at this time. Evaluations are considered by the Board in determining whether to re-employ administrators.

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

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

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

Ohio Principal Evaluation System (OPES)

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

Principals and assistant principals are assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. During the 2013-14 school year, all Principals and Assistant Principals will be evaluated based on the Ohio Department of Education's (ODE) approved Principal Performance Rating Rubric (100%). Starting the 2014-15 school year, all Principals and Assistant Principals will be Evaluated based on The ODE approved Principal Performance Rating Rubric(50%) and ODE approved Student Growth Measures (50%). With these above mechanisms in place a Final Summative Rating will be awarded. Student academic growth is determined through multiple measures.

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

Starting the 2014-15 school year, student academic growth will be 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. These student growth measures can be individualized to a particular administrator/s (i.e. a First Year Administrator without prior student growth data), and do not have to be uniformed across the school district. Resulting data from Board-determined multiple measures will be converted to a score of: (1) Above, (2) Expected or (3) Below student growth levels.

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

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

[Adoption date: August 14, 2000]
(Revision date: May 2, 2013)
(Revision date: July 10, 2014)

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

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

EVALUATION OF PROFESSIONAL STAFF
(Administrators Both Professional and Classified)

Principal Performance

Student Growth

	4	3	2	1
Above	Accomplished	Accomplished	Proficient	Developing
Expected	Proficient	Proficient	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

[Adoption date: May 2, 2013]

EVALUATION OF PROFESSIONAL STAFF
(Administrators Both Professional and Classified)

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

1. An initial meeting is held by the Superintendent prior to the school year with the assistant superintendents and administrators to discuss specific measurable objectives and plans for their achievement. A statement of these objectives and plans is submitted by each administrator to the Superintendent/designee at a time specified. These objectives and plans are written and maintained in each administrator's personnel file. Administrators will be using the ODE approved "Professional Growth" and "Improvement" Plans (which may be tailored to their specific department if the administrator is not a Principal or Assistant Principal).
2. The evaluator employs the evaluation criteria which are designed to measure the administrator's effectiveness in performing the duties set forth in his/her written job description. All administrators will be evaluated prior to the end of their contract year. The evaluator will also assess the administrator's progress in meeting plans and objectives set for that school year. Areas of outstanding, satisfactory and poor performance will be noted. The Superintendent/designee will meet with each administrator to discuss the written evaluation. The evaluatee is given a copy of the evaluation and has an opportunity to discuss 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 contract are expiring at the end of the current school year, two evaluations must be completed. A written copy of the preliminary evaluation must be received by the employee at least 60 days prior to any Board action on the employee's contract. A final evaluation must include the Superintendent's intended recommendation for the contract of the employee. A written copy of the final evaluation must be provided to the employee at least five days prior to the Board's action to renew or non-renew 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 superintendent, business managers, principals, assistant principals and other administrators are automatically re-employed for a period of one year, or for two years if such person has been employed by the District for three or more years, if they are not evaluated according to State law or provided a meeting, if requested, to discuss their renewal or nonrenewal.
7. All evaluation criteria, procedures and written job descriptions may be reviewed annually by the Superintendent/designee and revised as necessary.

[Approval date: August 14, 2000]

(Revision date: May 2, 2013)

EVALUATION OF SCHOOL COUNSELORS

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

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

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

Effectiveness Rating

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

Evaluation Time Line

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

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

Professional Growth and Improvement Plans

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

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

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

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

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

Retention and Promotion

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

Poorly Performing Counselors

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

Professional Development

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

[Adoption date: August 11, 2016]
(Revision date: April 20, 2017)

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

File: GCNA (Also AFCA)

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

CONTRACT REF.: Teachers' Negotiated Agreement

PROFESSIONAL STAFF TERMINATION OF EMPLOYMENT

Either the teaching staff member or the Board may terminate any staff member's employment in accordance with the following procedures and state law.

1. A teacher who has a contract covering the ensuing school year may resign up to July 10 preceding that year. After July 10 the staff member may resign only with the consent of the Board. Resignations are submitted to the Superintendent for presentation to the Board.
2. When the Board deems it necessary, it reduces the number of certified staff positions in accordance with law.
3. When in the interest of the District, the Board may nonrenew the contract of any teaching staff member.
4. The Board terminates the contract of any teaching staff member for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the District or for other good and just cause in accordance with state law.
5. The Board may suspend a teaching staff member pending final action to terminate his/her contract if in its judgment the character of the charge warrants such action.

[Adoption date: August 14, 2000]

REDUCTION IN PROFESSIONAL STAFF WORK FORCE
(Teachers)

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

[Adoption date: August 14, 2000]

(Revision date: January 5, 2012)

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

CONTRACT REF.: Teachers' Negotiated Agreement

REDUCTION IN PROFESSIONAL STAFF WORK FORCE
(Administrators)

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

[Adoption date: August 14, 2000]

(Revision date: January 5, 2012)

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

REDUCTION IN PROFESSIONAL STAFF WORK FORCE
(Administrators)

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

1. To the extent possible, the number of administrators affected by a reduction in force will be minimized by not employing replacements for employees who retire, resign or whose limited contracts are not renewed for reasons other than reduction in force.
2. Reductions needed beyond those resulting from attrition are made by suspending or nonrenewing contracts. Those contracts to be suspended are chosen as follows.
 - A. All administrators are placed on seniority lists. Seniority is defined as the length of continuous service in the District. Seniority is not interrupted by authorized leaves of absence.
 - B. Reductions shall be made with preference being given first to administrators with seniority.
 - C. If two or more administrators have the same length of continuous service, seniority will be determined by:
 - 1) the date of the Board meeting at which the administrator was hired;
 - 2) next, by the date on which the administrator signed his/her initial limited contract in the District (in the event two or more staff members were hired on the same date) and
 - 3) then, the date on which the administrator submitted the first completed job application within the two-year period preceding the effective date of the administrator's first teaching contract with the Board, if the date is known.

If a tie remains after steps 1, 2 and 3, the Superintendent decides which contract is suspended.
3. The names of administrators whose contracts are suspended in a reduction-in-force action are placed on a recall list for up to 12 months from the date of the reduction. Administrators on the recall list have the following rights.
 - A. No new administrators will be employed by the Board while there are administrators on the recall list who are certificated to fill the vacancy.

- B. Administrators on the recall list are recalled in order of seniority for vacancies in areas for which they are certificated.
- C. If a vacancy occurs, the Board will send an announcement via certified mail to the first known address of all administrators on the recall list who are qualified according to these provisions. It is the administrator's responsibility to keep the Board informed of his/her current address. All administrators are required to respond in writing to the District office within seven calendar days. The most senior of those responding are offered the vacant position. Any administrator who fails to accept the position within seven calendar days forfeits all recall rights.
- D. An administrator on the recall list, upon acceptance of the notification to resume active employment status, returns to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as he/she held at the time of layoff. An administrator on the recall list who is unemployed and does not otherwise have group insurance coverage available may continue to participate for up to 18 months in those benefits which are provided to in active employment, provided that the teacher or administrator pays 102% for such benefits.

[Approval date: August 14, 2000]

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

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

[Adoption date: August 14, 2000]

LEGAL REFS.: ORC 3319.02; 3319.15

SEVERANCE PAY

At the time of retirement from the District, a severance amount calculated by a prescribed formula applied to the employee's unused sick leave and daily rate of pay at the time of retirement from the District is granted to professional staff employees in compliance with Ohio 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: August 14, 2000]
(Revision date: November 26, 2001)

LEGAL REFS.: ORC 9.90
124.39

CONTRACT REF.: Teachers' Negotiated Agreement

SUSPENSION AND TERMINATION OF PROFESSIONAL STAFF MEMBERS

Suspension

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

Termination

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

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

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

[Adoption date: August 14, 2000]

(Revision date: August 12, 2010)

LEGAL REFS.: Fair Credit Reporting Act, 15 U.S.C. Sections 1681 et seq.

ORC 124.36

3319.02; 3319.11; 3319.16; 3319.161; 3319.17

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Teachers' Negotiated Agreement

TUTORING FOR PAY

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

In extenuating circumstances, a teacher may tutor other students on school premises for pay only in accordance with the following conditions:

1. Such tutoring is done only at the request of the parent(s) and is paid for by the parents.
2. Such tutoring is done after 3:00 p.m., unless special exceptions are approved by the Superintendent.
3. Tutoring in the school must have the approval of the principal and must be in accordance with District requirements and guidelines for community use of school facilities.
4. When tutoring on school premises is approved, it will be performed for no more than the hourly rate of pay received by home instructors employed by the Board.

[Adoption date: August 14, 2000]

CLASSIFIED STAFF POSITIONS

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

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

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

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

[Adoption date: August 14, 2000]

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

CLASSIFIED STAFF CONTRACTS AND COMPENSATION PLANS

Contracts

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

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

Compensation Plans

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

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

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

[Adoption date: August 14, 2000]

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

CROSS REF.: GDB, all subcodes (relating to compensation)

CONTRACT REF.: Classified Negotiated Agreement

CLASSIFIED STAFF SALARY SCHEDULES

The Board annually adopts salary schedules for its regular nonteaching personnel and each such employee in the District will be placed on the salary schedule in accordance with experience. The Board will make reasonable efforts to maintain the schedules. However, the Board reserves the right to make any conditions, reductions or other changes which, in its judgment, may be necessary and are in accordance with law.

1. All experience credits must be given in full year increments. No partial year or years of experience may be considered or combined in any manner to qualify for experience credit.
2. A year of experience credit may be given only for those years of experience whether employed for the school year or a full 12-month year, an employee must work at least six consecutive months.
3. Experience for substitute work may be given only for those years in which the employee was a full-time substitute and worked at least six consecutive months.
4. Experience for temporary or part-time work does not qualify for credit.
5. Credit for experience in the field of work may be given up to a maximum of four years. Experience for positions tied to the retirement systems of State agencies is credited year to year. Experience in other positions directly related to the position the employee will fill is credited on the basis of two years' work to one year of credit on the salary schedule. Military service is credited year for year up to a maximum of five years. In no case is more credit granted than the above determined total of the employee's experience.
6. Reserve military training is not considered military experience.
7. Unless other written arrangements are made with the Superintendent, no additional experience credit is granted that has not been documented to and approved by the Superintendent within 60 days of employment.

[Adoption date: August 14, 2000]

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

CONTRACT REF.: Classified Staff Negotiated Agreement

SUPPORT STAFF PUPIL ACTIVITY CONTRACTS

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

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

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

Pupil activity contracts are limited nonteaching contracts in effect for a term not to exceed one year, and terminate automatically on the expiration date, with or without Board approval.

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: January 8, 2009]

(Revision date: July 9, 2013)

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

CROSS REF.: 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

CONTRACT REF.: Support Staff Negotiated Agreement

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

Full-time nonbargaining unit positions will receive same benefits as provided in the negotiated agreement.

[Adoption date: August 14, 2000]

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.: EI, Insurance Management

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF LEAVES AND ABSENCES

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

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

Charter Schools Leave of Absence

The Board grants a leave of absence of at least three years to each member of its classified staff who is an employee at a charter school. If an employee wishes to remain at the charter school beyond the term of the leave of absence, he/she must re-apply to the Board for an additional leave of absence. The Board will consider such requests on a case-by-case basis. The Board re-instates a former employee after they are discharged from the charter school unless the employee is terminated by the charter school for a reason for which the Board itself would have sought to terminate the employee. In such cases, the Board may institute termination proceedings in compliance with state law and/or the negotiated agreement.

[Adoption date: August 14, 2000]

LEGAL REFS.: Family and Medical Leave Act; 29 USC 2611 et seq.
ORC 124.38-124.39
3313.20; 3313.211
3319.13; 3319.141; 3319.143

CROSS REF.: GBR, Family and Medical Leave

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF VACATIONS AND HOLIDAYS

Vacations

Certain classified staff personnel are eligible for vacation after the first full year of employment. Those employed for 11 or 12 months receive vacation with pay in compliance with Ohio law or the negotiated agreement.

The Superintendent gives final approval of vacation schedules for the classified staff. It is his/her responsibility to see that vacations are scheduled so that the least interference with the operation of the schools results.

Holidays

The following holidays have been established by law as paid holidays: New Year's Day, Memorial Day, Martin Luther King Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If Independence Day, Christmas Day or New Year's Day falls on a Saturday, employees will not be required to work on the preceding Friday. When any of these days falls on a Sunday, employees are not required to work on the following Monday. Employees are eligible for paid holidays only if they accrue earnings the day before and the day after the holiday.

Because various classifications of personnel are scheduled to work a different number of months during the calendar year, the Superintendent informs all employees of the specific holidays to which their particular job classification is entitled.

[Adoption date: August 14, 2000]

LEGAL REFS.: ORC 1.14
3319.084; 3319.086; 3319.087

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF RECRUITING/POSTING OF VACANCIES/HIRING

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

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

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

Rehiring of Retirees

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

[Adoption date: August 14, 2000]

(Revision date: August 12, 2010)

(Revision date: July 10, 2014)

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
Fair Credit Reporting Act, 15 U.S.C. Sections 1681 et seq.
ORC Chapter 124
3309.345
3319.031; 3319.04; 3319.081 et seq.; 3319.39
3327.10
4141.29
OAC 3301-35-05; 3301-35-06
3309-1-61

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

CONTRACT REF.: Support Staff Negotiated Agreement

Clear Fork Valley Local School District, Bellville, Ohio

PART-TIME, TEMPORARY AND SUBSTITUTE CLASSIFIED STAFF EMPLOYMENT

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

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

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

[Adoption date: August 14, 2000]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.
Fair Credit Reporting Act; 15 USC 1681 et seq.
ORC 124.27
3319.081; 3319.141; 3319.39
OAC 3301-35-05; 3301-35-06

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

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF ORIENTATION

Diligent efforts are made to orient nonteaching staff members for success in their position in the District.

1. The orientation of nonteaching staff members begins with the application and interview.
2. Principals, food service director, the transportation supervisor, the supervisor of buildings and grounds and the head custodians provide the necessary orientation and training for new employees. Such orientation conforms to state law where appropriate.
3. All nonteaching staff members, particularly those within the department of the new employee, are expected to positively assist in helping the new staff members succeed.

[Adoption date: August 14, 2000]

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF ASSIGNMENTS AND TRANSFERS

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

Assignments to Nonpublic Schools

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

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

[Adoption date: August 14, 2000]

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

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF EXTRA DUTY

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

[Adoption date: August 14, 2000]

LEGAL REFS.: Fair Labor Standards Act

ORC 124.18

3319.086

CROSS REFS.: GCBB, Professional Staff Supplemental Contracts

KG, Community Use of School Facilities (Equal Access)

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF DEVELOPMENT OPPORTUNITIES

Within the context of available funds, nonteaching staff members are encouraged and provided with opportunities for the development of increased competencies in their job performance.

1. Nonteaching staff members attend all meetings called by the Superintendent, principal, cafeteria manager, transportation supervisor and supervisor of buildings and grounds unless specifically excused by the person calling the meeting.
2. Nonteaching staff members attend in-service programs and workshops provided by or made available through the District.
3. Nonteaching staff members are encouraged to attend in-service programs offered by the Knox County Education Service Center.
4. The Superintendent may authorize leaves for conferences, conventions, visitations and other job-related development activities when finances and substitute arrangements permit.
5. All requests at staff development activities requiring an employee's absence from regular assignment must be approved by the Superintendent.

[Adoption date: August 14, 2000]
(Revision date: November 15, 2012)

LEGAL REF.: OAC 3301-35-03

CONTRACT REF.: Classified Staff Negotiated Agreement

EVALUATION OF CLASSIFIED STAFF

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

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

The services of all classified staff employees are evaluated at least once each year. Procedures used in the evaluation process are subject to Board approval or in accordance with the negotiated agreement.

[Adoption date: August 14, 2000]

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

CONTRACT REF.: Classified Staff Negotiated Agreement

CLASSIFIED STAFF TERMINATION OF EMPLOYMENT

1. When the Board deems it necessary, it reduces the number of nonteaching staff positions.
2. When in the best interests of the District, the Board may nonrenew the contract of any nonteaching staff member.
3. The Board terminates the contract of any nonteaching staff member for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the District or for other good and just cause in accordance with state law.
4. The Board suspends a nonteaching staff member pending final action to terminate his/her contract if in its judgment the character of the charges warrants such action.
5. Nonteaching employees who are going to separate from service are entitled to a separating benefit equal to accrued and unused vacation leave during the two contract years immediately preceding separation plus a prorated portion of the employees' sick leave balance at the time of separation at the employee's then current rate of pay according to state law.

[Adoption date: August 14, 2000]

CONTRACT REF.: Classified Negotiated Agreement

REDUCTION IN CLASSIFIED STAFF WORK FORCE

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

[Adoption date: August 14, 2000]

LEGAL REFS.: ORC 124.32; 124.321
4141.29

CONTRACT REF.: Classified Staff Negotiated Agreement

RESIGNATION OF CLASSIFIED STAFF MEMBERS

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

[Adoption date: August 14, 2000]

LEGAL REFS.: ORC 124.39
3319.081

SUSPENSION, DEMOTION AND TERMINATION OF CLASSIFIED STAFF MEMBERS

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

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

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

[Adoption date: August 14, 2000]

(Revision date: August 12, 2010)

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

CROSS REF.: GBQ, Criminal Record Check

CONTRACT REF.: Support Staff Negotiated Agreement