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## **PERSONNEL POLICIES GOALS**

The personnel employed by the Board are a very important resource for effectively conducting a quality educational program. The District's program functions best when it employs 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.

Legal Refs: ORC 124.11  
3311.602  
3319.01; 3319.02; 3319.081; 3319.11; 3319.111  
Chapter 4117

Cross Refs: GBB, Staff Involvement in Decision-Making (Also ABB)

Adopted: 11/21/00

**Adams County/Ohio Valley School District**

**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, sex, economic status, age, disability or military status.

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 4112.02  
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

Revised and Adopted: 6/23/08  
Revised and Adopted 11/21/00  
Adopted 3/14/88

**Adams County/Ohio Valley School District**

**STAFF CONFLICT OF INTEREST**

Employees of the Board of Education shall not engage in, or have a financial interest in, any activity which conflicts with their duties and responsibilities in the school system.

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 school sources.

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

In order that there will be 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.

Legal Refs:   ORC   2921.42  
                          3313.811  
                          3319.21  
                          3329.10  
                          4117.20

Revised & Adopted: 9/22/08  
Adopted: 5/22/95

**STAFF CONDUCT**

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

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

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

1. faithfulness and promptness in attendance at work
2. support and enforcement of policies of the Board and regulations of the administration
3. diligence in submitting required reports accurately and promptly at the times specified or required by law
4. care and protection of District property
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.
6. display conduct becoming the profession
7. Maintain a professional relationship with all students at all times both inside and outside of the classroom/school.

All district employees will report their absence from work or late arrival to their duty assignment in the appropriate manner in accordance with adopted board regulations.

Any failure to do so may result in disciplinary action taken against the employee.

Legal Refs: ORC

124.34

3319.081; 3319.16; 3319.31; 3319.36; 3319.39; 3319.40

Revised & Adopted: 7/25/2011

Revised & Adopted: 9/22/08

Adopted: 11/21/00

**Adams County/Ohio Valley School District**

## **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 Ohio law. The results of all physical examinations are filed with the Superintendent.

Employees who are required by Ohio or Federal law to have respiratory protection are required to have two physical examinations. The first examination must take place prior to the individuals wearing a respirator. The second examination must take place after the individuals 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 employees 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 administrative 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 to the employee must prove that the injury was not proximately caused by the employee being intoxicated or under the influence of a controlled substance not prescribed by the employee's physician. The results of, or the employee's refusal to submit to, any of the requested chemical tests may affect the employee's eligibility to receive worker's compensation benefits.

Legal Refs: ORC 33113.643; 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 Environment Response Compensation and Liability Act;  
Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.  
42 USC 9601 et seq.

Cross Ref: 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, Support Staff Fringe Benefits  
Staff Handbook

Revised & Adopted: 3/28/2011  
Revised & Adopted: 12/20/04  
Revised & Adopted: 7/28/2003  
Adopted 11/21/00

**STAFF HEALTH AND SAFETY**

Workers' Compensation Benefits Eligibility – Chemical Testing

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

Testing Procedures

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

1. Within eight hours of the injury, the employee's blood alcohol level tests equal to or greater than .08%\*.
2. Within eight hours of the injury, the employee's breath alcohol level tests equal to or greater than .08g/210L\*.
3. Within eight hours of the injury, the employee's urine alcohol level tests equal to or greater than .14.11g/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 (GC/MS) alone as follows, for substances not prescribed by a physician:
  - 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 and
  - E. for phencyclidine, 25 ng/ml of urine for the GC/MS test.
5. The employee, through a chemical test administered with 32 hours of the injury, is determined to have barbiturates, benzodiazepines, methadone or propoxyphene in the employee's system that tests above levels established by laboratories certified by the U.S. Department of Health and Human Services(HHS).

6. The employee refuses to submit to a requested chemical test.

Legal Protections

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

Confidentiality

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

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

Revised & Adopted: 12/20/04

Adopted: 7/28/2003

**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. 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.

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

Adopted: 11/21/2000

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**Adams County/Ohio Valley School District**

**TUBERCULOSIS TESTING**

1.
  1. Effective date of this policy is August 1, 2011. Tuberculosis skin testing shall be required of all school staff. This includes, but is not limited to administrative staff, certified staff, classified staff, substitutes, and student teachers, whether compensated or not. The district shall cover the cost of the TB tests for full time school employees when test given at the building level on the date to be determined. Individuals not employed by the district shall be responsible for the cost of the TB tests.
  2. The 2-step Mantoux skin test shall be required upon entering the Adams County/Ohio Valley School District to work for the first time. Thereafter a single TB Mantoux test shall be given every 3<sup>rd</sup> year as long as the staff member maintains employment in the school district. Another 2-step Mantoux test is required if the employee resigns from the district and is rehired at a later date.
  3. A 2-step Mantoux skin test consists of a single tuberculosis test being given and then read 48 to 72 hours later. If this test is read as negative then another single tuberculosis test shall be given 1 to 3 weeks later, and read again within 48 to 72 hours.
  4. A negative test result must be received by the school nurse and Central Office before working in the school with students and other staff members.
  5. If at any time the Mantoux skin test is read as positive, a chest x-ray shall be ordered by the Adams County Health Department. This is done to determine current disease status, contagious or non-contagious. Prophylaxis shall be recommended according to policy.
  6. If a member of the school staff, including substitutes, and student teachers, has had a positive TB test previously, a chest x-ray report must be received before actually working or continuing to work with the students to verify they are free of active tuberculosis at this time. Prophylaxis may be recommended according to policy. A TB Health questionnaire shall be completed every 3 years to determine the need for future chest x-rays.
  7. Tuberculosis status shall be determined through the use of Mantoux tuberculin skin testing and other testing that may include an x-ray or sputum culture. Individuals who have a positive response to the testing shall provide verification from a physician or public health department that the individual does not pose a threat of transmitting tuberculosis to staff or other students. This verification shall include the Mantoux results recorded in millimeters (if the test was administered), current disease status (contagious or non-contagious), current treatment or completion of a preventative treatment for TB and the date when the staff may return to the school without posing a risk to the school setting.

8. Verification of prophylaxis from a health care provider or public health office shall be required only once if prophylaxis was completed successfully.
9. Updated information regarding disease status shall be provided to the school every 3<sup>rd</sup> year.
10. In the event any individual shows signs or symptoms of active TB infection he or she shall be excluded from school until all required medical verification is received by the school stating there is not a hazard to the students or staff.
11. The Adams County Health Department shall record and maintain documentation regarding the tuberculosis testing and prophylaxis of Adams County/Ohio Valley School District school staff.
12. The Central Office shall maintain documentation regarding the tuberculosis testing of Adams County/Ohio Valley School District staff in the employee's personnel information file.

Revised & Adopted: 7/25/2011  
Revised & Adopted: 8/27/2007  
Adopted 9/13/93

**Adams County/Ohio Valley School District**

**STAFF PARTICIPATION IN POLITICAL ACTIVITIES**

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

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

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

Legal Refs: Intergovernmental Personnel Act, <sup>0</sup>4728  
ORC 124.57  
3315.07

Adopted: 11/21/00

## **STAFF-STUDENT RELATIONS**

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

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

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

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

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

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

#### Social Networking Web Sites

1. District staff who have a presence on social networking web sites are prohibited from posting data, documents, photographs or inappropriate information on any web site that might result in a disruption of classroom activity. The Superintendent/designee has full discretion in determining when a disruption of classroom activity has occurred.
2. District staff members are prohibited from providing personal social networking passwords/access to students.
3. Fraternization between District staff and students via the Internet, personal e-mail accounts, personal social networking web sites, text messaging, and other modes of virtual technology is also prohibited.
4. Access of personal social networking services with a computer or other communication device during school hours is prohibited.

Nothing in this policy prohibits District staff and students from the use of education web sites and/or use of social networking websites created for curricular, cocurricular or extracurricular purposes from the use of communication technology for other legitimate school purposes. If communication technology is going to be used the staff member must have written permission from the building principal.

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

Contract Refs: Teachers' Negotiated Agreement  
Support Staff Negotiated Agreement

Revised & Adopted: 12/22/2010

Revised & Adopted: 6/29/09

Adopted: 11/21/2000

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## **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.

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.

Legal Refs.: ORC 117.10  
3313.81; 3313.811  
3315.15  
3329.10

Cross Refs.: IGDG, Student Activities Funds Management  
JL, Student Gifts and Solicitations

Adopted: 11/21/2000

**USE OF TOBACCO PRODUCTS ON DISTRICT PROPERTY BY STAFF MEMBERS**

The Board is dedicated to providing a healthy, comfortable and productive environment for its staff, students and citizens. Health professionals have determined that smoking and the use of tobacco can be detrimental to one's health. Specifically, smoking poses not only a health safety issue for the smoker, but second-hand smoke can produce health hazards for nonsmokers as well. Smoking is prohibited within 25' of the building.

Recognizing these health issues, the Board prohibits smoking and the use of tobacco products in all district-owned vehicles and all District-owned, leased or contracted buildings where routine preschool, regular kindergarten, elementary, secondary or library services are offered to children. The Board may designate legally compliant outdoor smoking areas.

The Board directs the Superintendent to educate all staff members concerning the mandate of this policy, as well as implementing, as appropriate, educational programming concerning smoking and, if needed, resources available to those who wish to discontinue their smoking habit.

A notice to this effect is posted at the entrance to all school buildings, and in a visible place in all school vehicles.

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; 3794.03(F); 3794.04; 3791.06  
OAC 3301-35-02; 3301-35-05

Cross Ref: JFCG, Tobacco use by Students  
KGC, Smoking on District Property

Revised & Adopted: 6/23/08  
Revised & Adopted: 7/24/07  
Revised & Adopted: 3/26/07  
Revised & Adopted 6/23/2003  
Adopted: 11/21/00

**Adams County/Ohio Valley School District**

## **PERSONNEL RECORDS**

The Superintendent develops and implements a comprehensive and efficient system of personnel records. The Director of Personnel 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, 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. The District is required to keep reports of investigations of teacher misconduct in the employee's personnel file, unless ODE determines that the report does not warrant taking action against the teacher.

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

6. Past and present employees have 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 or designee and scheduled for a time convenient for the parties involved.

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

8. Personnel records should be reviewed only within the confines of the Superintendent's office or the Board's office.

Legal Refs: ORC 9.01; 9.35  
149.41; 149.43  
1347.01 et seq.  
3317.061  
3319.311; 3319.314  
4113.23  
OAC 3301-35-03 (A) (10)

Cross Ref: KBA, Public's Right to Know

Contract Refs: Teachers' Negotiated Agreement  
Support Staff Negotiated Agreement

Revised & Adopted: 3/26/07  
Adopted: 11/21/00

**TITLE IX AND SECTION 504 GRIEVANCE PROCEDURES**

**Professional Staff/Administrators Alleged Discrimination Grievance Procedures**

In accordance with the U.S. Department of Education and the Ohio Department of Education's Office for Civil Rights (OCR) Guidelines, any professional staff/teacher, or supervisor who believes that the Adams County/Ohio Valley School District or any school official has inadequately applied the principles of and/or regulations of Title VI of the Civil Rights Act of 1964 (race, color, national origin), Title IX of the Education Amendment Act of 1972 (sex/gender), and Section 504 of the Rehabilitation Act of 1973 (disability), or the Age of Discrimination Act of 1975, as amended, she/he may bring forward a complaint which shall be referred to as a formal grievance.

However, whenever practical and/or possible, within five days an informal solution of the alleged discriminatory grievance should be attempted at the principal/immediate supervisor level. If an informal acceptable solution can not be attained, the formal Title IX/Section 504 procedure shall commence as follows:

**STEP 1**

An alleged formal discrimination grievance complaint should first be made to the principal or immediate supervisor within ten school days of date incident occurred.

**STEP 2**

If not resolved at Step 1, the decision may be appealed to the district's Title IX and or Section 504 Coordinator within 5 days school days.

**STEP 3**

If not resolved at Step 2, the decision may be appealed to the district's Superintendent who functions as the final mediator at the local level.

**TITLE IX COORDINATOR**

**Director of Personnel  
Adams County/Ohio Valley  
141 Lloyd Road  
West Union, Ohio 45693  
(937) 544-5586**

**SECTION 504 COORDINATOR**

**Special Education Director  
Adams County/Ohio Valley  
141 Lloyd Road  
West Union, Ohio 45693  
(937) 544-5586**

**STEP 4**

If not resolved at Step 3, the decision may be appealed by the complainant to the Office for Civil Rights, U.S. Department of Education, 55 Erieview Plaza, Room 300, Cleveland, Ohio 44114-1816.

Revised & Adopted 11/21/2000

**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.

Legal Ref.: Immigration Reform and Control Act; 8 USC 1324a et seq.

Cross Ref.: AC, Nondiscrimination/Harassment

Adopted 11/21/00

**Adams County/Ohio Valley School District**

## **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 employees 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 drivers license or State-issued identification card containing a photograph (If the drivers 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. voters registration card

D. United States military card or draft record

E. identification card issued by Federal, State or local government agencies

F. military dependents identification card

G. native American tribal documents

H. United States Coast Guard Merchant Mariner card

I. drivers 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 assemble 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.

Adopted 11/21/00

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**Adams County/Ohio Valley School District**

## **EMPLOYEE ALCOHOL AND 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.

It is the policy of the Adams County/Ohio Valley Board of Education to maintain a drug free workplace in full compliance with all applicable federal, state, and local laws. All employees of the district shall receive a copy of this provision and a copy of the board-adopted resolution regarding a drug-free workplace.

### Prohibited Conduct

Because of the Board's commitment to provide a safe workplace, no employee shall unlawfully manufacture, distribution, dispensation, possession, use or being under the influence of controlled substances (drugs) and/ or alcohol by any employee .during work hours on the Adams County /Ohio Valley School District premises .Or at any activity or function sponsored by or related to employment with the Adams County/Ohio Valley Schools is prohibited. (To avoid misunderstandings prescribed medications should be reported to your Supervisor.) "Premises" includes vehicles owned by or being driven on behalf of the Adams County /Ohio Valley Schools, as well as parking lots, playgrounds, and other property owned by the Adams County/Ohio Valley Schools. "Controlled substances" means any drug subject to federal and/or state regulation as to manufacture, distribution, sale, and use including: cannabis, cocaine, amphetamines, barbiturates, and heroin.

### Drug Related Criminal Conviction

Employees convicted of violating any federal, state, or local criminal drug statute, where the violation occurred during work hours or on the Adams County /Ohio Valley School District premises must report the conviction to the Superintendent within five (5) working days of the conviction.

### Penalties

Violations of this policy will result in severe disciplinary action, up to and including immediate termination, unless the employee uses the Rehabilitation Option described in this policy. Any action against any member for drug abuse offenses must be in accordance with the terms of the Master Agreement and the applicable law.

### Rehabilitation Option

All employees are provided the opportunity to participate in a drug-free awareness program to inform them of requirements, services and penalties. Where this policy has been violated, the employee may elect to seek rehabilitation through an approved treatment program, provided the employee is otherwise eligible for continuing employment. A Re-Entry Agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind-altering substance, must be signed by any employee electing this Rehabilitation Option.

Rehabilitation, in lieu of discipline, is available only one (1) time during any employee's tenure of employment. Rehabilitation, whether undertaken voluntarily or in lieu of discipline, shall be entirely at the employee's expense and without pay, except as may be covered by

applicable group health plan terms, sick leave policies, and other leaves of absence policies.

Alcohol and Other Drug Awareness Program

Employees will be provided with information concerning alcohol and other drug abuse as follows:

1. All employees will be provided with a copy of this policy.
2. The Administrative Assistant will maintain information on community resources and employee benefits available to employees for assistance in dealing with chemical dependency problems.
3. Every year, there will be available for each employee at least one educational opportunity addressing the physical, mental, and emotional dangers of alcohol and other drug abuse, as well as rehabilitation assistance resources available to employees. (Such educational opportunities may include: in-service programs, discussions or presentations at employee meetings, or other seminars.)

Confidentiality

Information provided to administrative personnel as to any problem related to alcohol and other drug abuse or chemical dependency shall be considered part of the employee's medical record, and shall be confidential except, as may be required by law, no person may discuss or otherwise divulge any information concerning such matters.

**CHEMICALLY DEPENDENT EMPLOYEES ARE URGED TO SEEK HELP BEFORE THEIR DEPENDENCE CAUSES PROBLEMS WITH THEIR JOBS.**

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

Cross Ref.: EB, Safety Program  
EEACD, Drug Testing for District Personnel Required to Hold a Commercial Driver's License  
GBCB, Staff Conduct  
GBE, Staff health and Safety  
GBQ, Criminal Record Check  
Staff Handbook

Contract Refs.: Teachers' Negotiated Agreement  
Support Staff Negotiated Agreement

Revised & Adopted: 12/20/04

Revised & Adopted: 3/22/04

Adopted: 11/21/00

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## **CRIMINAL RECORD CHECK**

The Board shall request from the Superintendent of the Bureau of Criminal Identification and Investigation criminal record checks of all candidates under final consideration for employment or appointment in the District. The BCII criminal record checks include information for the Federal Bureau of Investigation (FBI). The Board may employ persons on the condition that the candidate submit to and pass a BCII criminal record check in accordance with State law. Applicants are given a separate written statement informing them that the Board uses a criminal record check as part of the initial hiring process and at various times during the employment career. This notice must be on a separate document which only contains this notice. The applicant's written authorization to obtain the criminal record check will be obtained prior to obtaining the criminal record check.

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

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

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

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

Any and all information obtained by the Board or persons under this policy is confidential and shall not be released or disseminated. Criminal records checks are not public records for purposes for 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.

Legal Refs.: Fair Credit Reporting Act 15 U.S.C. Sections 1681 et seq.  
ORC 109.57; 109.572; 109575  
2953.32  
3301.074  
3319.088; 3319.222 3319.29 3319.291; 3319.302; 3319.303; 3319.304;  
3319.311; 3319.313; 3319.315; 3319.39  
OAC 3301-83-06

Cross Refs.: EEAC, School Bus Safety Program  
GBL, Personnel Records  
GCD, Professional Staff Hiring  
GDD, Support Staff Hiring  
IICC, School Volunteers  
KBA, Public's Right to Know

Revised & Adopted: 3/24/2008  
Revised & Adopted: 12/17/2007  
Revised & Adopted: 3/26/07  
Adopted: 11/21/00

**FAMILY MEDICAL LEAVE**

The Board provides leave to eligible employees consistent with the Family and Medical Leave Act of 1993 (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.

Legal Refs.: Family and Medical Leave Act of 1993; 29 USC 2611 2601 et seq.  
29 CFR Part 825

ORC 124.38 (for city school districts only)  
3313.20;  
3319.08; 3319.09; 3319.13; 3319.131; 3319.14; 3319.141

Contract Refs.: Teachers Negotiated Agreement  
Support Staff Negotiated Agreement

Revised & Adopted: 3/23/09  
Adopted: 11/21/00

## **FAMILY AND MEDICAL LEAVE**

An employee who has worked for the District for at least 12 months is eligible for 12 work weeks of FMLA leave during a 12-month period provided the employee worked at least 1,250 hours in the 12 months preceding the beginning of the leave. An employee may be eligible for 26 work weeks of FMLA leave during a 12 month-period to care for a covered service member with a serious injury or illness.

### Types of Leave

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

1. birth and 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; (if person cared for is a “covered service member,” then leave allowed is 26 weeks);
4. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job;
5. to respond to a “qualifying exigency” that arises because a spouse, child or parent is on covered active duty or has been called to covered active duty as a member of the Armed Forces or
6. to care for a spouse, child, parent or next of kin who is or was a member of the Armed Forces and who is currently undergoing medical treatment, recuperation or therapy for either a serious illness or injury that was incurred in the line of duty or for a serious illness or injury that existed before the beginning of active duty and was aggravated by service in the line of duty. In order to be eligible, veterans must have been members of the Armed Forces within five years of receiving such treatment.

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

### Spouses Employed by the District

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

If a husband and wife eligible for leave are employed by the District, their combined amount of leave to care for a covered service member is limited to 26 weeks.

### Intermittent and Reduced Leave

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

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

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

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

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

### Benefits

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

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

### Notice

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

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

### Certification

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

Upon the employees return to work, the Board requires that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

### Restoration

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

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

### Instructional Employee's

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

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

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

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

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

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

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

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

### **Failure to Return**

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

Revised & Adopted: 3/23/2010

Revised & Adopted: 3/23/09

Adopted: 11/21/00

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)**

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

Confidentiality of Individually Identifiable Health Information

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

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

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

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

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.

If the privacy/security officer determines that there has been a breach of this privacy policy or of the procedures of the District, he/she shall make a determination of the potentially harmful effects of the unauthorized use or disclosure and decide upon a course of action to minimize the harm. Any individual responsible for the unauthorized use or disclosure is referred to the Superintendent or his/her designee for the appropriate disciplinary measures.

#### Privacy/Security Officer

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

#### Notice

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

#### Training

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

#### Documentation

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

Legal Refs: 45 C.F.R.  
ORC 9.01; 9.35  
149.41; 149.43  
1347.01 et seq.  
3317.061  
4113.23  
OAC 3301-35-03(A)(10)

Cross Refs: KBA, Public's Right to Know

Adopted: 4/6/2004

**NOTICE OF PRIVACY PRACTICES**

**(Effective Date: April 14, 2004)**

**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 school's Chief Fiscal Officer/Treasurer (CFO).

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

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

1. assure the medical information that identifies you is kept private;
2. give you this notice of our legal duties and privacy practices with respect to medical information about you and
3. follow the terms of the notice that is currently in effect.

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

1. as required by law;
2. for public health services;
3. in connection with the investigation of abuse, neglect or domestic violence;
4. to health oversight agencies in connection with health oversight activities;
5. for judicial and administrative proceedings;
6. for law enforcement purposes;
7. to coroners, medical examiners and funeral directors;
8. for research if a waiver of authorization has been obtained;
9. to prevent serious and imminent harm to the health or safety of a person or the public;
10. for specialized governmental functions;
11. for military and veterans activities;
12. for national security and intelligence;
13. for protective services for the President and others;

14. to the Department of the State to make medical suitability determinations;
15. to correctional institutions and law enforcement officials regarding an inmate or
16. for workers' compensation if necessary to comply with the laws relating to workers' compensation and other similar programs.

Rights Regarding Medical Information. You have the following rights regarding medical information that we maintain about you:

1. Rights to Inspect and Copy. You have the right to inspect and copy medical information that may be used to make decisions about you, including medical and billing records. To inspect and copy medical information about you, you must submit your request in writing to the CFO/Treasurer. If you request a copy of this information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request. We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed by the Board of Education.
2. Right to Amend. If you feel that the medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the District. To request an amendment your request must be made in writing and submitted to the CFO/Treasurer. In addition, you must provide a reason that supports your request. We may deny your request if the information:
  - A. is not in writing or properly supported by a reason;
  - B. was not created by us;
  - C. is not part of the medical record kept by the District;
  - D. is not part of the information that you would be permitted to inspect and copy or
  - E. is accurate and complete.
3. Right to an Accounting. You have the right to request an "accounting of disclosures." This is a list of the disclosures we have made of medical information about you. To request this list, you must submit your request in writing to the CFO/Treasurer. Your request must state a time period that may not be longer than six years and may not include dates before April 14, 2004. Your request must also indicate in what form you want the list (for example, on paper or electronically). The first list that you request within a 12-month period is free. For additional lists, we may charge you for the cost of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request before any cost is incurred.
4. Right to Request Restrictions. You have the right to request a restriction or limitation on the medical information that we use or disclose about you for treatment, payment or healthcare operations. You also have the right to request a limit on the medical

information that we disclose about you to someone who is involved in your care or the payment for your care. However, we are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you with emergency treatment. To request restrictions, you must make a written request to the CFO/Treasurer telling us what information you want to limit; whether you want to limit our use, disclosure or both; and to whom you want the limits to apply, for example, disclosures to your spouse.

5. Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location; for example, by mail or only at work. To request confidential communications, you must make your request in writing to the CFO/Treasurer and specify how or where you wish to be contacted. We will not ask you the reason for your request and will accommodate all reasonable requests.
6. Right to a Paper Copy of This Notice. You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy. You may obtain a copy of this notice by contacting the CFO/Treasurer's office.

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

Complaints. If you believe your privacy rights have been violated, you may file a complaint with the District. To file a complaint, please contact the school CFO/Treasurer.

All complaints must be submitted in writing. You can also complain to the Office for Civil Rights, US. Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F, HHH Building, Washington, D.C. 20201-0004; (800) 368-1019.

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

Adopted: 4/6/2004

**SAFE HARBOR POLICY REGARDING DEDUCTIONS FROM PAY FROM FLSA  
EXEMPT EMPLOYEES**

If deductions are made from an employee's predetermined salary, because of the Adams County/Ohio Valley School District Board of Education's rules and/or regulations, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is available. Deductions from pay are permissible when an exempt employee is either:

- absent from work for one or more full days for personal reasons, other than sickness or disability;
- absent from work for one or more full days due to sickness or disability, if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- in receipt of amounts as jury or witness fees; or
- on an unpaid disciplinary suspension for one or more full days, imposed in good faith for workplace conduct rule infractions.

Also, the Adams County/Ohio Valley School District Board of Education is not required to pay an employee's full salary in the initial or final week of employment; for penalties imposed in good faith for infractions of safety rules of major significance; or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either a partial-day or full-day deduction may be made. It is the policy of the Adams County/Ohio Valley School District Board of Education to comply with the "salary basis" requirements of the FLSA. Therefore, those preparing paychecks are prohibited from making any improper deductions from the salaries of exempt employees. If you believe that an improper deduction has been made to your salary or that overtime was worked and not paid, you should immediately report this information to your direct supervisor on a form available from the Treasurer's Office. Reports of an improper deduction from wages or an overtime denial will be promptly investigated. If it is determined that an improper deduction or denial has occurred, you will be promptly reimbursed for any improper deduction or paid for overtime worked.

Adopted: 11/22/2004

**Adams County/Ohio Valley School District**

**SAFE HARBOR POLICY REGARDING DEDUCTIONS FROM PAY FROM FLSA EXEMPT EMPLOYEES**

ADAMS COUNTY/OHIO VALLEY SCHOOL DISTRICT BOARD OF EDUCATION  
COMPLAINT FORM FOR PAY DEDUCTIONS FOR FLSA EXEMPT EMPLOYEES  
Please complete and give to the Treasurer's Office.

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

IMMEDIATE SUPERVISOR \_\_\_\_\_

WEEK(S) OF QUESTIONABLE DEDUCTION OR DENIAL \_\_\_\_\_

PLEASE EXPLAIN WHAT OCCURRED AND WHY YOU BELIEVE IT WAS IMPROPER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ACKNOWLEDGMENT OF RECEIPT OF COPY OF ADAMS COUNTY/OHIO VALLEY SCHOOL DISTRICT BOARD OF EDUCATION SAFE HARBOR POLICY REGARDING DEDUCTIONS FROM PAY FROM FLSA EXEMPT EMPLOYEES

I, \_\_\_\_\_, hereby acknowledge that I have  
(Printed Name of Employee)

been given a copy of the Adams County/Ohio Valley School District Board of Education's overtime policy. I understand that I have the right to file a complaint alleging an improper salary deduction or an overtime denial on a form that has been prepared by the Adams County/Ohio Valley School District Board of Education.

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
Date

**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.

Beginning in 2003 every 4 years the Superintendent, Administrative Assistant, and the Board of Education reviews the job description manual for the purpose of revisions and updates.

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

Revised & Adopted:6/23/2003  
Adopted 11/21/00

## **PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS**

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

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

### Teacher Contracts

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

The basic types of contracts are as follows:

#### 1. Limited Contract

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

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

#### 2. Extended Limited Contract

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

#### 3. Continuing Contract

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

A continuing contract may be issued to eligible teachers who:

- A. hold a professional, permanent or life teaching certificate or
- B. hold a professional educator license and have completed one of the following:

- 1) If the teacher did not hold a master's degree at the time of initially receiving the license, 30 semester hours of coursework are required in the area of licensure or in an area related to teaching since the initial issuance of the license.
- 2) If the teacher held a master's degree at the time of initially receiving his/her license, six semester hours of graduate course work are required in the area of licensure or in an area related to teaching since the initial issuance of the license.

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

If the Board rejects the recommendation for reemployment of the teacher, the Superintendent may recommend reemployment of the teacher under an extended limited contract for a term not to exceed two years, if continuing service status has not previously been attained elsewhere. Written notice of the Superintendent's intention to make such a recommendation must be given to the teacher with reasons directed at the professional improvement of the teacher on or before April 30. Upon subsequent reemployment of the teacher, only a continuing contract may be entered into.

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

The Board declares its intention not to reemploy the teacher by giving the teacher written notice on or before April 30. If evaluation procedures have not been completed in compliance with law or if the Board fails to give the teacher written notice of its intent not to reemploy by the aforementioned date, the teacher is reemployed under an extended limited contract for a term not to exceed one year at the same salary plus any increment provided by the salary schedule.

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

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; 3319.25; 3319.26

Cross Refs.: GCB, all subcodes  
Contract Ref.: Teachers' Negotiated Agreement  
Revised & Adopted: 3/24/2008  
Adopted: 11/21/2000

**PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS**  
(Administrators)

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

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

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

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

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

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

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

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

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

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

Revised & Adopted: 3/24/2008  
Adopted 11/21/00

Page 2 of 2

**Adams County/Ohio Valley School District**

**PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS**

(Administrators)

The Board may request the State Board of Education to issue an alternative administrative license valid for employing a principal, superintendent or any other administrator as specified by the Board.

The State Board of Education may issue a one-year alternative principal license, valid for serving as principal or assistant principal, or a two-year alternative superintendent or administrative specialist license at the request of the District. The individual must:

1. be of good moral character;
2. submit to a BCII and FBI background check;
3. have a Baccalaureate degree (for principals and administrative specialists) or a master's degree (for superintendents) and a grade point average of at least 3.0 and
4. have two or more years of teaching experience or five years of documented successful work experience in education, management or administration (for principals) or five or more years of documented successful experience in teaching, education, management or administration (for administrative specialists and superintendents).

The District provides a mentoring program for alternatively licensed administrators compliant with State law.

For non-educators issued an alternative principal license, the District develops and implements a planned program for obtaining classroom-teaching experience. For non-educators issued an alternative administrative specialist or superintendent license, the District develops and implements a plan that outlines observation or classroom instruction across grade levels and subject areas.

Revised & Adopted: 3/24/2008

Adopted 11/21/00

**Adams County/Ohio Valley School District**

**PROFESSIONAL STAFF SUPPLEMENTAL CONTRACTS**

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

A teacher who is offered and undertakes a supplemental assignment, including but not limited to a coaching duty, enters into a one-year limited contract with the Board, which automatically terminates upon the expiration date.

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

The Board directs the Superintendent/designee to identify supplemental contract positions that supervise, direct or coach a student activity program which involves athletic, routine/regular physical activity or health and safety considerations. Upon the identification of the position, the individual must complete the applicable requirements established by the Ohio Department of Education, Ohio law, Ohio Administrative Code and Ohio High School Athletic Association (OHSAA).

In addition to the above, the Board requires those identified supplemental contract positions that supervise, direct or coach student activity programs to view the National Federation of State High School Associations' "Concussion in Sports" course.

Legal Refs.: ORC 3313.53; 3319.08; 3319.11

Cross Refs.: GCB, Professional Staff Contracts and Compensation Plans  
GCKA, Professional Staff Extra Duty  
GDBB, Support Staff Supplemental Contracts  
IGD, Cocurricular and Extracurricular Activities  
IGDJ, Interscholastic Athletics

Contract Ref.: Teachers Negotiated Agreement

Revised & Adopted: 3/28/2011  
Revised & Adopted: 9/25/2006  
Adopted 11/21/00

**Adams County/Ohio Valley School District**

**PROFESSIONAL STAFF LEAVES AND ABSENCES**

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

Compensation, if any, during leaves of absence 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. An employee holds the same contract status held on the date on which his/her leave began when he/she returns to duty if his/her contract has not expired during the period of the leave of absence.

Legal Refs.:     Family and Medical Leave Act; 29 USC 2611 et seq.  
                  ORC   124.38  
                          3313.20; 3313.211  
                          3319.08; 3319.09; 3319.13; 3319.131; 3319.14; 3319.143

Contract Ref.:   Teachers' Negotiated Agreement

11/21/2000

**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.

Adopted: 11/21/00

## **PROFESSIONAL STAFF HIRING**

Through its employment policies, the board shall attempt to attract, secure, and hold the highest qualified personnel for all professional positions. The selection program shall be based upon alertness to candidates who will devote themselves to the education and welfare of the children attending the public schools.

It is the responsibility of the superintendent and of persons to whom he/she delegates this responsibility to determine the personnel needs of the school district and to locate suitable candidates to recommend for employment to the board. Through effective administrative procedures, the superintendent shall attract and recommend to the board the employment and retention of personnel who are motivated to do their best work and to be creative from their own inner resources.

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

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

1. There shall be no discrimination in the hiring process due to age, sex, creed, race, color, national origin or place of residence.
2. The quality of instruction is enhanced by a staff with a wide variation in background, educational preparation, and previous experience. Concerted efforts shall be exerted to maintain a variation in the staff.
3. Interview and selection procedures shall assure, whenever possible, the administrator to be directly responsible for the work of a staff member has an opportunity to aid in the selection; however, the final selection shall be made or approved by the superintendent.
4. No candidates shall be hired without a personal interview. References shall be checked.
5. All candidates shall be considered on the basis of their merits, qualifications, and needs of the district. Considering first the needs of the district, candidates for full-time employment may be selected based upon:
  - a. entry level qualifications,
  - b. recommendations of administrators based upon substitute evaluations and future needs,
  - c. work experience, training, evaluations, and recommendations of other employees and training institutions, and

- d. the board approved standard scores on the NTE in the areas of professional knowledge, general knowledge, area of concentration, and communication or the PPST
- e. evidence of academic performance and recommendation by other professionals in the educational field

In each instance, the superintendent and others playing a role in the selection shall seek to hire the best qualified person for the job.

- 6. All employees shall submit an approved negative TB test prior to employment.
- 7. Employment of all candidates shall be contingent upon BCI and/or FBI clearance.
- 8. District drug and alcohol testing may be required by the Board of Education.

While the board may accept or reject a nomination, an appointment shall be valid only if made with the recommendation of the superintendent. In the case of a rejection, it is the responsibility of the superintendent to make another nomination if he/she so desires.

#### Employment of Retired Administrators

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

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

The Board authorizes and directs the Superintendent to develop administrative regulations to implement this policy.

In instances of vacancies in top administrative posts, the superintendent will offer the board an opportunity to interview his nominee before the board acts on the nomination.

Other alternatives to the above criteria as may be deemed appropriate by the board of education.

#### Rehiring of Retirees

If an employee is retiring and seeks re-employment in the same position, then 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.

Legal Refs: The Elementary and Secondary Education Act; 20 USC 1221 et seq.  
Fair Credit Reporting Act; 15 USC 1681 et seq.  
ORC 3307.01; 3307.353  
3313.53  
3319.02; 3319.07; 3319.08; 3319.11; 3319.22-3319.31; 3319.39; 3323.06  
OAC 3301-35-05; 3301-35-06

Cross Refs: AC, Nondiscrimination  
ACA, Nondiscrimination on the Basis of Sex  
ACB, Nondiscrimination on the Basis of Disability  
GBA, Equal Opportunity Employment  
GBQ, Criminal Record Check  
GDD, Support Staff Hiring

Revised & Adopted: 3/22/04  
Revised & Adopted 2/28/02  
Adopted 3/25/96

**PROFESSIONAL STAFF HIRING**

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

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

Revised & Adopted: 3/24/2008

Adopted 2/28/02

**Adams County/Ohio Valley School District**

**PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT**

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

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

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

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

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

Adopted: 11/21/00

**PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES**

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

Opportunities for professional growth are provided through such means as:

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

The Superintendent has the authority to approve released time for conferences and visitations and reimbursements for expenses, provided that such activities are within budget allocations for that purpose, and that such activities are not detrimental to the education of children.

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

Adopted: 11/21/00

## PROFESSIONAL STAFF VISITATIONS AND CONFERENCES

A traveler on official school business will be expected to exercise the same care in incurring expenses that a prudent person would exercise in traveling on personal business. **Excessive costs will not be considered prudent and will not be reimbursed with District resources.** Receipts are required for reimbursement.

The following regulations relate to travel and other types of reimbursable expenses:

1. Travel Requests: The Travel Authorization Request, GCLA-E, must be submitted through the appropriate administrator(s) to the Superintendent, fifteen (15) days in advance. An estimate of all expense reimbursement expenditures, must receive prior approval.
2. Transportation: All modes of transportation will be authorized consistent with the requirements of the assignment and the efficient and economic conduct of official business. Travel will be by the most direct route.
  - A. Automobile – Mileage claims for use of private vehicles on school department business will be submitted on an actual mileage basis. Mileage payment is made at the rate established by the IRS. Parking charges in reasonable amounts, as well as toll roads, toll bridges, and ferry charges are reimbursable. When appropriate, if two or more employees of the District attend the same event, they will be expected to carpool.
  - B. Public Conveyance – Round-trip tickets should be purchased if these offer a price advantage. Airfare rates should be purchased at the most advantageous rates available to the District. Upon travel completion, the ticket receipt must be submitted to the Treasurer's office.
  - C. Local Transportation – Local transportation such as taxicabs, airport limousines, and buses may be used when justified.
  - D. Car Rentals – Rental cars must receive prior approval from the Superintendent of Schools.
3. Subsistence:
  - A. Lodging – Any person on official district business who must provide lodging for himself/herself in connection with that business will be reimbursed for the cost of a single room with a maximum of \$140.00 per day. When appropriate, if two or more employees of the district attend the same event, they will be expected to share lodging accommodations. The superintendent must preapprove any exceptions to the lodging. Hotel accommodations that are required to be processed through the conference sponsor or sponsor designee will be made in accordance with the sponsor's requirements. We do not reimburse for state sales tax as we are exempt. Please see that you take an exemption certificate with you or mail in advance. Occupancy/bed tax and city tax are reimbursable.

If the hotel accommodations are to be paid by the District directly to the hotel, a requisition must be completed and a purchase order obtained in accordance with Board Policy DJF.

- B. Out-of-Pocket Expenses – Any phone calls, postage, etc., in conjunction with official district business will be reimbursed. (Must turn in a receipt.)
- C. Registration Fees – Conference/convention/workshop/seminar registration fees are reimbursable as an expense on the travel expense voucher. If the registration fees are to be paid by the District directly to the sponsoring organization, a requisition must be completed and a purchase order obtained in accordance with Board Policy DJF.
- D. Not Reimbursed – The following are not reimbursed by the Adams County/Ohio Valley School District:
  - 1) alcohol
  - 2) entertainment
  - 3) personal effects, phone calls, etc.
  - 4) tobacco products
  - 5) state sales tax on lodging
  - 6) meals

All travel expenses will be paid to employees or board members after travel has been completed and the necessary paperwork has been submitted to the Treasurer's office.

Revised & Adopted: 7/25/2011

Revised & Adopted: 2/28/05

Revised & Adopted: 4/26/01

Revised & Adopted: 4/27/00

Revised & Adopted: 12/15/94

**TRAVEL AUTHORIZATION REQUEST**

This form must be turned into the Principal and Superintendent for approval in advance of any out-of-district travel, even if no funds are to be expended.

NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_  
DATE: \_\_\_\_\_ GRADE: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

Group sponsoring professional meeting: \_\_\_\_\_

Type of meeting or purpose of travel: (Convention, workshop, orientation, observation): \_\_\_\_\_

Dates (including travel dates): \_\_\_\_\_ Location: \_\_\_\_\_

Reimbursement desired for following expenses: Estimated Expenses

Transportation by Plane: \_\_\_\_\_ Auto: \_\_\_\_\_ Miles: \_\_\_\_\_

Parking, lodging, number of nights: \_\_\_\_\_

Registration fees: \_\_\_\_\_

Number of days: \_\_\_\_\_

Other: \_\_\_\_\_

Substitute teacher(s) needed: \_\_\_\_\_ Date(s): \_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_ Number of days previously granted for travel/professional leave for present school year.

\_\_\_\_\_ Total amount of expenses previously approved for travel/professional leave for present school year.

Signature: \_\_\_\_\_ Total: \_\_\_\_\_

- Priorities: (Circle one)
- I. Student Conference
  - II. State or Federal Requested
  - III. A. IPDP
  - IV. School Improvement Plan
  - V. District CIP

List Related Goal(s): \_\_\_\_\_

Plan for Implementation/Sharing with colleagues: \_\_\_\_\_

Principal (required) Curriculum or Subject Area \_\_\_\_\_ Date \_\_\_\_\_

Supervisor (when appropriate): \_\_\_\_\_ Date \_\_\_\_\_

Superintendent: \_\_\_\_\_ Date \_\_\_\_\_

(Estimated expenses should be listed in advance, before approval. If approved, it will be returned to sender. Actual expense form should be attached with receipts, and returned to the Treasurer's Office with response form.)

Charge to:	Fnd	Func	Obj	Spcc	Subject	Opu	Il	Job	Total Amount Paid
	_____	_____	_____	_____	_____	_____	_____	_____	\$ _____

ADAMS CO./OHIO VALLEY SCHOOL DISTRICT  
141 Lloyd Road  
West Union, Ohio 45693  
TELEPHONE: 937-544-5586  
FAX: 937-544-3720

TRAVEL AUTHORIZATION RESPONSE  
(Out of District)

Name \_\_\_\_\_ School \_\_\_\_\_

Date \_\_\_\_\_ Grade \_\_\_\_\_ Department \_\_\_\_\_

Type of meeting or purpose of travel:  
(Convention, workshop, orientation, observation)

\_\_\_\_\_

Dates (including travel dates): \_\_\_\_\_ Location: \_\_\_\_\_

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I. Highlights of the Program:

II. This experience will help meet the personal, building, or district goal(s) identified on the Travel Authorization Request form in the following way(s):

III. This information will be shared with colleagues in the following way(s):

This information must be returned to the Superintendent with your request for reimbursement of expenses, with receipts for actual expenditures attached to a copy of the original travel request, which was authorized in advance of travel.

**GIVE ORIGINAL TO YOUR IMMEDIATE SUPERVISOR THE LAST WORKING DAY OF EACH MONTH.**

**Adams County/Ohio Valley School District**

**PROFESSIONAL STAFF TERMINATION OF EMPLOYMENT**

The board of education has the right to terminate a contract of a certificated staff member, whether it is a continuing contract or a limited contract.

The law sets forth a formal procedure for termination of a continuing contract and requires notice to the teacher of the grounds for considering such termination, and an opportunity to be heard before the board of education.

State laws also provide that a teacher employed under a limited contract, and not eligible to be considered for a continuing contract, is, at the expiration of the limited contract, considered re-employed, unless the board of education, voting on the recommendation of the superintendent, gives the teacher written notice of its intention not to re-employ on or before April 30.

Legal Refs:   ORC   3319.11  
                              3319.15  
                              3319.16

Adopted 3/14/88

**Adams County/Ohio Valley School District**

**REDUCTION IN PROFESSIONAL STAFF WORK FORCE**  
(Teachers)

The Board may reduce the number of teachers upon the return to duty of regular teachers after:

- a. leaves of absence,
- b. suspension of schools,
- c. territorial changes affecting the District or decreased enrollment of students in the District
- d. financial reasons.

Legal Refs: ORC 3319.02; 3319.081; 3319.09(A); 3319.17; 3319.171; 3319.172

Contract Ref: Teachers' Negotiated Agreement

Revised & Adopted: 12/19/2005

Revised & Adopted: 6/23/2003

Adopted 11/21/00

**Adams County/Ohio Valley School District**

**REDUCTION IN PROFESSIONAL STAFF WORK FORCE**

(Teachers)

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

1. To the extent possible, the number of staff members affected by a reduction in force will be minimized by not employing replacements for staff members who retire, resign or whose contracts are not renewed for reasons other than reduction in force.

2. Reductions needed beyond those resulting from attrition are made by suspending or nonrenewing contracts. Those contracts to be suspended are chosen as follows.

A. All staff members are placed on seniority lists. Seniority is defined as the length of continuous service in the District. Seniority is not interrupted by authorized leaves of absence.

B. Reductions shall be made with preference being given first to staff members with continuing contracts and secondly to seniority.

C. If two or more staff members have the same length of continuous service, seniority will be determined by:

1) the date of the Board meeting at which the staff member was hired;

2) next, by the date on which the staff member signed his/her initial 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 staff member submitted the first completed job application within the two-year period preceding the effective date of the staff member's first 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 staff members 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. Staff members on the recall list have the following rights.

A. No new staff members will be employed by the Board while there are staff members on the recall list who are certificated to fill the vacancy.

B. Staff members 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 staff members on the recall list who are qualified according to these provisions. It is the staff member's responsibility to keep the Board informed of his/her current address. All staff members are required to respond in writing to the District office within seven calendar days. The most senior of those responding is offered the vacant position. Any staff member who fails to accept the position within seven calendar days forfeits all recall rights.

D. A staff member 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. A staff member on the recall list who is unemployed and does not otherwise have group insurance coverage available may continue to participation for up to 18 months in those benefits which are provided to in active employment, provided that the staff member pays 102% for such benefits.

Adopted 11/21/00

**REDUCTION IN PROFESSIONAL STAFF WORK FORCE**

(Administrators)

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

Legal Refs.: ORC ORC 3319.02; 3319.081; 3319.09(A); 3319.17; 3319.171; 3319.172

Revised & Adopted:3/23/09

Adopted 11/21/00

**Adams County/Ohio Valley School District**

**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 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 continuing contracts and secondly to 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 contract in the District (in the event two or more administrators 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 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 administrators 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 is 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. A staff member on the recall list who is unemployed and does not otherwise have group insurance coverage available may continue to participation for up to 18 months in those benefits which are provided to in active employment, provided that the staff member pays 102% for such benefits.

Adopted 11/21/00

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**Adams County/Ohio Valley School District**

**RESIGNATION OF PROFESSIONAL STAFF MEMBERS**

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

(NOTE: Fringe benefits for professional staff members should be terminated as of effective date of the resignation).

Legal Refs: ORC 3319.02; 3319.15

Adopted 11/21/00

**Adams County/Ohio Valley School District**

**TUTORING FOR PAY**

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

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

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

Adopted:3/23/09

**PRIVATE RESEARCH PROJECTS**

Research studies affecting students of the Adams County/Ohio Valley School District conducted by persons not associated with the school system shall be limited to those studies that will provide information of benefit to the school system.

All requests for participation in such studies of the administration of tests or questionnaires shall be directed to the director of the department of instruction for approval.

Adopted: 3/14/88

**Adams County/Ohio Valley School District**

**FILE: GCQDA**

**STAFF DIRECTORIES**

School directories may be furnished to publishers of textbooks and professional books of interest to teachers. The district will be reimbursed for the cost of said directories. The superintendent or his/her designee will make a final determination.

Adopted: 3/14/88

**Adams County/Ohio Valley School District**

**SUPPORT STAFF POSITIONS**

The Board as employer, may grant the Superintendent, or other official authority to develop support 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.

Beginning in 2003 every 4 years the Superintendent, Administrative Assistant, and the Board of Education reviews the Job Description Manual for the purpose of revisions and updates.

Legal Refs.: ORC 124.11; 124.18; 124.34  
3319.081  
OAC 3301-35-03

Revised & Adopted:6/23/2003  
Adopted: 11/21/00

**EDUCATIONAL AIDES**

As used in this policy, “educational aide” means any support employee in a school district who directly assists a teacher by performing duties for which a teaching certificate is not required.

The Ohio State Board of Education shall issue educational aide permits and shall establish regulations and fees for the issuance of such permits which shall be consistent with the provisions of this policy. The fees for issuance of such permits will be determined by the state department.

Educational aides assigned to supervise children shall, when the teacher is not physically present, maintain the degree of control and discipline which would be maintained by the teacher. However, an educational aide may not render corporal punishment.

Except as provided by Section 3319.08 of the Ohio Revised Code, support employees shall not serve as educational aides without first obtaining an appropriate educational aide permit from the Ohio State Board of Education.

No person who is, or has been, employed as an educational aide shall divulge, except to the teacher to whom assigned, or the administrator of the building in the teacher’s absence, or when required to testify in court, any personal information concerning any student in the school district which was obtained or obtainable by the educational aide while so employed. Violation of this provision is considered grounds for disciplinary action, dismissal, or both.

Legal Refs: ORC 3319.09  
3319.22-30

Adopted 3/14/88

**SUPPORT STAFF RECRUITING/POSTING OF VACANCIES/HIRING**

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

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

Through its employment policies, the board of education shall attempt to attract and hold the highest qualified personnel for all support positions. The selection program shall be based upon alertness to candidates who will devote themselves to the welfare of the children attending the public schools and to providing the services necessary to support the educational program of the district.

It is the responsibility of the superintendent and of persons to whom he/she delegates this responsibility to determine the personnel needs of the school district and to locate suitable candidates to recommend for employment to the board. Through effective administrative procedures, the superintendent shall attract and recommend to the board the employment and retention of personnel who are motivated to do their best work and to be creative from their own inner resources.

It shall be the duty of the superintendent to see that persons nominated for employment in the schools meet all state requirements of the board of education for the type of position for which the nomination is made.

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

1. There shall be no discrimination in the hiring process due to age, sex, creed, race, color, or national origin, or place of residence.
2. The quality of instruction is enhanced by a staff with a wide variation in background, educational preparation, and previous experience. Concerted efforts shall be exerted to maintain a variation in the staff.
3. Interview and selection procedures shall assure that, whenever possible, the administrator to be directly responsible for the work of a staff member has an opportunity to aid in the selection, however, the final selection shall be made or approved by the superintendent.
4. No candidate shall be hired without a personal interview. References shall be checked.

5. All candidates shall be considered on the basis of their merits, qualifications, and the needs of the district. In each instance, the superintendent and others playing a role in the selection shall seek to hire the best qualified person for the job.

While the board may accept or reject a nomination, an appointment shall be valid only if made with the recommendation of the superintendent. In the case of a rejection, it is the responsibility of the superintendent to make another nomination.

In instances of vacancies in top administrative posts, the superintendent will offer the board an opportunity to interview his nominee before the board acts on the nomination.

Considering first the needs of the district, candidates for full-time employment may be selected based upon:

6. Entry level qualifications
7. Pre-employment test results
8. Seniority as a substitute
9. Recommendations and evaluations of building administrators
10. Days worked for the board of education in the classification for which full-time employment is being considered
11. Other employment and/or training related to the classification
12. Performance and attending training sessions
13. Recommendations from other personnel
14. Evidence of a high school diploma or its equivalency
15. A valid Ohio driver's license
16. District drug and alcohol testing as may be required
17. Completion of approved TB testing prior to employment
18. Employment contingent upon BCI&I and/or FBI clearance
19. Other alternatives to the above criteria as may be deemed appropriate by the board of education

The board fixes conditions of employment as well as wages, hours, and other benefits for the 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 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.

Legal Refs.: Fair Credit Reporting Act, 15 U.S.C. Sections 1681 et seq.  
ORC Chapter 124  
3309.345  
3319.04; 3319.081 et seq.  
3327.10  
4141.29  
OAC 3301-35-03(A)  
ORC 3319.07  
3319.22 et seq.

Cross Refs.: AC, Nondiscrimination/Harassment  
GBA, Equal Opportunity Employment  
GBQ, Criminal Record Check  
GCC, Professional Staff Recruiting  
GCD, Professional Staff Hiring

Revised and Adopted: 3/22/04  
Adopted 11/21/00

**PART-TIME AND SUBSTITUTE SUPPORT STAFF EMPLOYMENT**

**TEMPORARY AND PART-TIME PERSONNEL**

Temporary and part-time personnel shall be employed when necessary for the efficient operation of the schools.

The compensation for such assignments shall be established by the board upon the recommendation of the superintendent. In general, such compensation shall be paid in the same ratio that the part-time work is to the full-time requirements of the position.

**SUBSTITUTE PERSONNEL\***

Substitute support employees shall be employed as necessary, for limited periods of duty. They shall be selected by the superintendent from a list of board-approved substitutes.

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  
3323.06  
OAC 3301-35-05; 3301-35-06

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

Adopted 3/14/88

**Adams County/Ohio Valley School District**

**SUPPORT STAFF DEVELOPMENT OPPORTUNITIES**

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

All support staff employees are encouraged to grow in job skills and to take additional training which improves their skills on the job. Building principals and Director of Business Affairs assist in the training of support staff assigned to their respective buildings.

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

Legal Ref.: OAC 3301-35-03

Adopted: 11/21/00

**Adams County/Ohio Valley School District**

**REDUCTION IN SUPPORT STAFF WORK FORCE**

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

Legal Refs.:     ORC   124.32; 124.321  
                              3319.172  
                              4141.29

Contract Ref.: Support Staff Negotiated Agreement

Revised & Adopted: 12/19/2005  
Adopted 11/21/00

**Adams County/Ohio Valley School District**