

*FREMONT CITY SCHOOLS*

BOARD OF EDUCATION

**AGENDA**

Monday July 26, 2021

Board of Education Meeting  
Fremont Middle School  
6:00 P.M.

**BOARD MEMBERS**

Mary Alice Espiritu  
Alex Gorobetz  
Shantel Laird  
Thomas Price  
Violetta R. Rhea

Jon C. Detwiler  
Superintendent

Megan Parkhurst  
Interim Treasurer

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the Agenda.

AGENDA  
Regular Meeting  
July 26, 2021  
Fremont Middle School  
6:00 p.m.  
and  
Live Stream District Website:  
<http://www.fremontschools.net/livestream>

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call: Mrs. Espiritu\_\_ Mr. Gorobetz\_\_ Ms. Laird\_\_ Mr. Price\_\_ Mrs. Rhea\_\_
- IV. Approve or amend and sign the minutes of the regular meeting held July 12, 2021  
Mrs. Espiritu\_\_\_\_\_ Mr. Gorobetz\_\_\_\_\_ Ms. Laird\_\_\_\_\_ Mr. Price\_\_\_\_\_ Mrs. Rhea\_\_\_\_\_
- V. Walk on Items
- VI. Legislative Liaison Report
- VII. Superintendent's Report
- VIII. Recommendations of the Superintendent
  - Board of Education work session

**STUDENT AND STAFF ACHIEVEMENT**

**Item 1. Consider approval of the following resignation**

Resignation  
Certified:

Sarah Beth Cooper  
Teacher - FMS  
Reason: Resignation  
Effective: End of 2020-21 contract year

Resignation  
 Classified: Michael Berkowitz  
 Custodial I – Atk/Cro  
 Reason: Resignation  
 Effective: July 19, 2021

Resignation  
 Classified: Veronica Zaciek  
 Varsity Asst Girls’ Soccer Coach  
 Reason: Resignation  
 Effective: July 13, 2021

**Item 2 . Consider approval of the following supplemental contracts**

Appointments for the 2021-2022 school year:

| <u>Name</u>          | <u>Building</u> | <u>Duty</u>                          | <u>Amount</u> |
|----------------------|-----------------|--------------------------------------|---------------|
| Alexis Gedeon*       | Ross            | Varsity Asst Tennis Coach-Girls’     | Volunteer     |
| Allison Lagrou*      | Ross            | Varsity Asst Tennis Coach-Girls’     | Volunteer     |
| Samantha Lagrou-King | Ross            | Varsity Asst Tennis Coach-Girls’ I-2 | \$2,010.00    |
| Shelby Ronski        | Ross            | Varsity Asst Tennis Coach-Girls’     | Volunteer     |

\*Employment of the above coaches is contingent upon successful completion of all pre-employment requirements.  
 Note: Supplemental contracts for 2021-22 may be prorated at their daily rate dependent on the portion of the season completed.

**Item 3. Consider approval of resolution for supplemental duty positions**

It is recommended that the following resolution be approved for adoption:

**NOW, THEREFORE, BE IT RESOLVED:**

Section 1. The supplemental duty positions set forth in Section 2 of this resolution have been offered to those employees of the Fremont City Schools who have a license issued under O.R.C. 3319.22, and no such employees who are qualified to fill the positions have accepted them, and the positions have then been advertised or otherwise made available to any individuals with such a license who are qualified to fill them and who are not employed by the Board, and no such persons have applied for and accepted the positions.

Section 2. The Board hereby employs the following non-certified persons to perform the listed supplemental duties at the stated rate of pay for the 2021-2022 school year:

| <u>Name</u>    | <u>Building</u> | <u>Duty</u>                      | <u>Amount</u> |
|----------------|-----------------|----------------------------------|---------------|
| William Lagrou | Ross            | Varsity Asst Tennis Coach-Girls’ | Volunteer     |
| Jordan Mackey* | FMS             | M.S. Football Coach F-0          | \$2,924.00    |

Section 3. The Board President, Superintendent and Treasurer are authorized to execute supplemental duty contracts with the person identified in Section 2 of this resolution.

Section 4. The Board finds that the resolution has been adopted in accordance with all legal requirements including O.R.C. Sec. 121.22.

\*Employment of the above coach is contingent upon successful completion of all pre-employment requirements.  
Note: Supplemental contracts for 2021-22 may be prorated at their daily rate dependent on the portion of the season completed.

**Item 4 .                    Consider approval of the following status changes**

It is recommended that the Board approves the status change of Alexis Gedeon from BA degree Step 1 @ \$37,052 to MA degree Step 5 @ \$49,416 effective for the 2021-2022 school year.

It is recommended that the Board approves the status change of Edward Baptista from Varsity Asst Football Coach (1/2 stipend) @ \$2,467.50 to Varsity Asst Football Coach (full stipend) @ \$4,935 effective for the 2021-2022 school year.

**Item 5.                    Consider approval of the Employee Handbook for the 2021-2022 school year**

It is recommended that the Board of Education approves the FCS Employee Handbook for the 2021-2022 school year.

Mrs. Espiritu \_\_\_\_\_ Mr. Gorobetz \_\_\_\_\_ Ms. Laird \_\_\_\_\_ Mr. Price \_\_\_\_\_ Mrs. Rhea \_\_\_\_\_

**FISCAL**

**Report of the Treasurer**

**Recommendation of the Treasurer**

**Item 6.                    Consider approval of the June FY2021 financial report**

It is recommended that the June FY 2021 financial report to be approved (copy on file at Birchad Public Library).

Mrs. Espiritu \_\_\_\_\_ Mr. Gorobetz \_\_\_\_\_ Ms. Laird \_\_\_\_\_ Mr. Price \_\_\_\_\_ Mrs. Rhea \_\_\_\_\_

**IX.    Board Member Communications and Information**

**X.    Adjournment:**

Mrs. Espiritu \_\_\_\_\_ Mr. Gorobetz \_\_\_\_\_ Ms. Laird \_\_\_\_\_ Mr. Price \_\_\_\_\_ Mrs. Rhea \_\_\_\_\_

**Resolution for Executive Session (O.R.C. 121.22)**

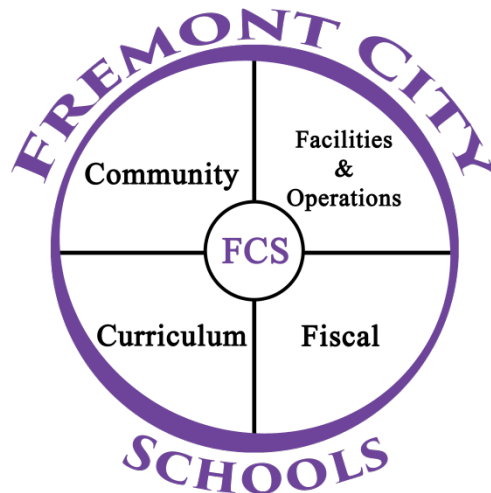
WHEREAS, as a public board of education, the Fremont City School District Board of Education may hold an executive session only after a majority of a quorum (or, in the case of item O, below, a unanimous quorum) of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

- A. To consider the appointment of a public employee or official.
- B. To consider the employment of a public employee or official.
- C. To consider the dismissal of a public employee or official.
- D. To consider the discipline of a public employee or official.
- E. To consider the promotion of a public employee or official.
- F. To consider the demotion of a public employee or official.
- G. To consider the compensation of a public employee or official.
- H. To consider the investigation of charges or complaints against a public employee, official, licensee, or student.
- I. To consider the purchase of property for public purposes.
- J. To consider the sale of property at competitive bidding.
- K. To confer with an attorney for the Board concerning disputes involving the Board that are the subject of pending or imminent court action.
- L. To prepare for, conduct, and/or review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- M. To consider matters required to be kept confidential by federal law or regulations or state statutes.
- N. To discuss details relative to the security arrangements and emergency response protocols for the Board.
- O. To discuss confidential information related to an application for economic development assistance, or negotiations with other political subdivisions related to the application, as executive session is necessary to protect interests of the applicant or related expenditure of public funds. (Unanimous vote required.)

**NOW, THEREFORE, BE IT RESOLVED** that the Fremont City School District Board of Education does hereby declare its intention to hold an executive session on items \_\_\_\_\_ as listed above.

Mrs. Espiritu \_\_\_\_\_ Mr. Gorobetz \_\_\_\_\_ Ms. Laird \_\_\_\_\_ Mr. Price \_\_\_\_\_ Mrs. Rhea \_\_\_\_\_

# Fremont City Schools



## Employee Handbook 2021-2022

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**Mission Statement:** We are committed to delivering a means to live as high achieving students, high performing workforce members, community stakeholders, and diverse individuals.

**Vision Statement:** Develop individuals who will thrive as they find their place in their local and global world.

### Board of Education

Mary Alice Espiritu  
Alex Gorobetz  
Shantel Laird  
Thomas Price  
Violetta Rhea

Jon C. Detwiler  
Superintendent

Megan Parkhurst  
Interim Treasurer

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## Absence Notification

Comply with Collective Bargaining Agreement

### ALL EMPLOYEES:

In the event of unanticipated absences, including sickness or tardiness, employees **must enter their own** absence into Frontline no later than **1.5 hours** prior to the start of their shift. If an absence is needed and it is less than the **1.5 hours**, employees must call and speak directly to Cheryl Overmyer (419-334-5436). If the employee is running a few minutes late, employees must call their immediate supervisor (text messages, emails or a recorded voicemail is an acceptable form of notification for tardiness).

Failure to follow the proper absence reporting procedure may result in disciplinary action and/or unauthorized leave without pay.

**ALL** No Pay Days or Dock Days **must** be preapproved by the Director of Human Resources & Community Relations.

1. Frontline - **Call 1-800-942-3767** or log in at <https://login.frontlineeducation.com> (Misplaced log in information can be obtained from Cheryl Overmyer.)
2. Required forms - All professional days must have a pre-approved Conference Attendance Request and Expense Voucher Form on file at the District Office with the Director of Curriculum, Assessment & Staff Development.
3. Submission deadlines - Personal Business Day **must be requested 3 days** prior to the date of the requested leave.

## Academic Freedom

Comply with Collective Bargaining Agreement

### ALL EMPLOYEES:

The right of teachers to teach certain subjects or to employ certain teaching methods may be restricted by the Board where such subjects or methods are deemed by the Board to be educationally unsound, inappropriate for the age or majority level of the students or irrelevant to any valid educational objective. All instruction must conform to state academic content standards and the District's adopted courses of study. The right to free speech protected by the First Amendment does not extend to the in-class curricular speech of teachers made pursuant to their official duties. Accordingly, teacher speech in the classroom may be subject to reasonable controls as to appropriateness.

Policies IB / IGAC / INB

## Acceptable Use Policy

Comply with Collective Bargaining Agreement

### ALL EMPLOYEES:

All computers and technology devices are to be used in a responsible, efficient, ethical and legal manner. Failure to adhere to Board policies, guidelines and work rules will result in the revocation of the user's access privilege and may result in discipline up to and including termination.

Employees shall sign and return the Staff Technology Acceptable Use Policy Form before using District devices and services.

1. The Board of Education will provide cellular telephones to employees as recommended by the Superintendent. The Superintendent shall determine acceptable use practices. Each recommended employee shall agree to abide by these practices prior to receiving a cellular telephone.
2. All computers, telephone systems, electronic mail systems, and voice mail systems are the Board's property and are to be used primarily for business purposes. The Board retains the right to access and review all electronic and voice mail, computer files, data bases, and any other electronic transmissions contained in or used in conjunction with the Board's computer system, telephone system, electronic mail system, and voice mail system. Staff members should have no expectation that any information contained on such systems is confidential or private.
3. Staff members shall only engage in electronic communication with students via email or texting when such communication is directly related to curricular matters or cocurricular/extracurricular events or activities. Staff members are prohibited from electronically transmitting any personally identifiable image of a student(s), including video, photographs, streaming video, etc. via email or text unless such transmission has been made as part of a pre-approved curricular matter or co-curricular/extracurricular event or activity such as a school-sponsored publication or production.

For more information on use of technology see the District Policy and AUP agreement form.

Policy EDE / Reg. EDE-R

## Administration of Medication to Students

Comply with Collective Bargaining Agreement

### ALL EMPLOYEES:

1. Employees are permitted to administer medicines to students at school in compliance with state law and Board-adopted policies and procedures.
2. Only employees of the Board who are licensed health professionals or who are appointed by the Board and have completed a drug administration training program conducted by a licensed health professional and considered appropriate by the Board can administer prescription drugs to students.
3. Each building principal will maintain a list of employees permitted to administer medication. All employees must review the policies and regulations for administration of general medication and student use of asthma inhalers or epinephrine autoinjectors.

4. For more information on administration of medication to students see the policy listed below.

## **Attendance**

Comply with Collective Bargaining Agreement

### **ALL EMPLOYEES:**

Regular attendance is essential to the District's efficient operation and is a necessary condition of employment. When employees are absent, essential work falls behind and other employees must assume additional workloads. All employees are expected to report to work on time every day that they are scheduled to work and to maintain a satisfactory record of attendance. If an employee is unable to report to work, he/she is required to follow the procedures set forth in the Absence Notification section included in this handbook.

Employees may be subject to discipline for any of the following reasons:

1. Failure to follow report-in procedures.
2. Pattern abuse of sick leave.
3. Failure to provide physician's verification when required.
4. Being absent without proper authorization.
5. Misuse of sick leave.

## **Calamity Days**

Comply with Collective Bargaining Agreement

### **CERTIFIED EMPLOYEES :**

#### **FEA 7.1 School Year and Calendar**

Follow the negotiated agreement.

### **CLASSIFIED EMPLOYEES:**

#### **OAPSE 14.2 Calamity Days/Delays/Early Dismissal Procedures**

Follow the negotiated agreement.

Policy EBCD

## **Cash in School Buildings**

Monies collected by employees shall be handled in compliance with Board policies.

State law requires a proper receipting and depositing of all public monies. Therefore, all monies collected shall be receipted, accounted for and deposited every day, if possible. Specifically, if the money collected:

1. exceeds \$1,000, it must be deposited on the next business day or placed in a safe; or,
2. does not exceed \$1,000, it must be deposited the next business day or placed in a safe to be deposited within three business days.

In no case shall more than **\$10.00** be left overnight in unsecured areas of school buildings. The Treasurer will provide for making bank deposits after regular banking hours in order to avoid leaving money in a school building overnight. Employees who will be collecting money must contact the

Treasurer for required documentation and procedures. All events where students are collecting money must be closely supervised and monitored by an employee.

Policy DM

## **Certification/Licensure**

Comply with Collective Bargaining Agreement

### **ALL EMPLOYEES:**

Employees working in positions for which a certificate/license is required must provide a valid certificate/license to the Department of Human Resources. It is the employee's responsibility to maintain proper certification/licensure and to initiate the renewal process in sufficient time to receive the updated certificate/license prior to the expiration of the present certificate/license.

All certificated/licensed employees must complete and keep current their Individual Professional Development Plans (IPDP) and must submit such plans to the Local Professional Development Committee (LPDC) for approval. Records of all continuing education units and college/university credits also must be submitted to the LPDC.

Employees whose job requires a Commercial Driver's License (CDL) are responsible for maintaining the appropriate CDL and endorsement. They also are responsible for maintaining valid state certification and other certifications as required.

Any individual hired to direct, supervise or coach a pupil-activity program must have a criminal records check with no disqualifying offenses, substantive knowledge of the pupil-activity program and any applicable rules and regulations of the district, and have completed the National Federation of State High School Associations fundamentals of coaching course. Any individual hired to direct, supervise or coach a pupil-activity program that involves athletics, routine or regular physical activity or health and safety conditions also are required to obtain a pupil-activity permit, which requires them to demonstrate that they are of good moral character and have completed approved CPR and first aid courses.

## **COBRA/HIPAA Laws**

### **ALL EMPLOYEES:**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides employees (or former employees), their spouses and dependents with a temporary extension of group health insurance when coverage is lost due to certain "qualifying" events.

The Health Insurance Portability and Accountability Act (HIPAA) protects individuals and their dependents from losing their health insurance coverage based on pre-existing condition exclusions in the event of job change or loss.

Policies GBN / GBS

## Compensation

Comply with Collective Bargaining Agreement

### **CERTIFIED EMPLOYEES PAYROLL:**

All certified employees are paid every two weeks. In the event a pay date falls on a legal school holiday, pay shall be available on the day preceding the holiday. Unit members shall have paychecks electronically deposited to a bank of his/her choice. Refer to FEA Master Agreement Article 9.6 Payment of Salaries.

### **CLASSIFIED EMPLOYEES PAYROLL:**

All classified employees are paid biweekly on Fridays through direct deposit. The payroll dates will be explained to each employee by his/her immediate supervisor at time of employment. In the event a pay date falls on a legal school holiday, pay shall be available on the day preceding the holiday. Unit members shall have paychecks electronically deposited to a bank of his/her choice. Refer to OAPSE Master Agreement Article 17.6 Paycheck.

## Conflict of Interest and Nepotism

### **ALL EMPLOYEES:**

Employees shall not engage in, nor have a financial interest in, any activity that conflicts with their duties and responsibilities in the District. Employees shall not sell textbooks, instructional supplies, equipment, reference books or any other products to the District. They shall not furnish the names of students or parents to anyone selling these materials.

Employees shall not engage in work of any type in which information concerning a customer, client or employer originates from any information available to them through District sources. Employees must not use their influence or authority to secure authorization of a public contract, including an employment contract, for a family member.

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

Policy GBCA

## Credit Cards

### **ALL EMPLOYEES:**

Credit cards may be used for the following purposes.

1. School business travel, meetings, lodging and meals for out-of-District meetings or seminars are subject to the reimbursement limits established by the Board.
2. Gratuities are permissible to a maximum of 20%.
3. Purchases from vendors that require a credit card as form of payment do not supersede the requirement of preapproval of a purchase order for the purchase. The use of the credit card for electronic commerce must be preapproved by the submission of a purchase order prior to purchase.

4. The use of the credit card over the Internet must be safeguarded at all times. All vendors must be preapproved for use and must show sufficient proof of being a legitimate business entity. All purchases over the Internet are the sole responsibility of the Board's authorized buyer in the event of business fraud.
5. If the use of a tax-exempt form is not possible, the expenditure is allowed. The person using the credit card should take along the appropriate tax exemption form so that sales tax is not charged.

Upon returning from an approved business trip, an employee shall submit all original itemized invoices and original credit card charge receipts to the Treasurer's office. Credit card statements will not suffice as invoices. Credit card statements will be mailed directly to the Treasurer's office. Any late fees assessed to the District due to an employee failing to submit invoices and credit card receipts on a timely basis are the responsibility of the employee. Receipts for meals must include the names of all individuals for whom meals were provided and the purpose of the meeting.

The use of the credit card is prohibited for the following items:

1. purchase of personal goods or services for an administrator, an administrator's spouse, children or anyone employed or not employed by the Board and attending a District business function;
2. payment of any fines, penalties or personal liabilities incurred by the administrator or anyone else;
3. alcoholic beverages or tobacco;
4. fuel for use in a personal vehicle;
5. entertainment expenses, including pay-per-view movie charges and/or
6. cash advances.

Persons using a credit card for personal, nonauthorized purposes or undocumented expenditures shall be held personally responsible for those expenditures. Abuse of the credit card is subject to disciplinary procedures, including termination.

The use of a credit card does not supersede the required completion of a professional leave form when applicable. These procedures also dictate the reimbursement procedures of the Board.

Policy DJH / Reg. DJH-R

## **Discipline**

Comply with Collective Bargaining Agreement

### **ALL EMPLOYEES:**

All employees are expected to abide by all applicable laws, local ordinances, Board policies and work rules and District and building regulations. Violations of any of these shall be regarded as cause for disciplinary action.

Employees may be disciplined for violating Board policies and procedures, administrative guidelines and work rules and regulations. The principles of progressive discipline shall be followed except when the severity of the offense merits a higher level of discipline.

**CERTIFIED EMPLOYEES:** Refer to FEA Master Agreement Article 5 Individual Rights.

Teaching Employees

Pursuant to state law, a teaching employee shall be terminated only for good and just cause.

**CLASSIFIED EMPLOYEES:** Refer to OAPSE Master Agreement Article 8 Discipline.

Non-teaching Employees

Pursuant to state law, a non-teaching employee may be suspended, demoted or terminated for a violation of the Board's written rules and regulations or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance or nonfeasance.

Policies GBCB / GCPD / GDPD

## District Calendar

Comply with Collective Bargaining Agreement

**ALL EMPLOYEES:**

The Board will adopt a school calendar annually. At least 30 days before the calendar is adopted, the Board shall hold a public hearing on the school calendar, addressing topics including the total number of hours in the school year, the length of the school day and beginning and end dates of instruction.

The number of hours in each school year that school is scheduled to be open for instruction will not be reduced from the number of hours per year school was open for instruction during the previous school year, unless the reduction is approved by a Board-adopted resolution.

Policies IC/ICA

## Dress and Grooming

Comply with Collective Bargaining Agreement

**ALL EMPLOYEES:**

All employees, when assigned to District duty, including extracurricular activities, shall:

1. be physically clean, neat and well groomed;
2. dress in a manner reflecting their professional assignment;
3. dress in a manner that enhances a positive image of the District;
4. dress in a manner that doesn't interfere with the educational process and does not compromise reasonable standards of health, safety and decency;
5. be prohibited from wearing political buttons, pins or t-shirts at work during work hours.



6. Some job classifications require employees to follow clothing/shoe regulations for safety purposes – see supervisor.

The Board/Superintendent or designee retains the right to address any dress and grooming issues that are deemed inappropriate.

Policy GBCC

## **Drug-Free Workplace**

Comply with Collective Bargaining Agreement

### **ALL EMPLOYEES:**

No employee shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance, as defined in state and federal law, in the workplace.

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

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

Policy GBP

## **Employee Assistance Plan (EAP)**

Comply with Collective Bargaining Agreement

### **ALL EMPLOYEES:**

A staff member having an illness or other problem relating to the use of alcohol or other drugs including, controlled substances, medications not prescribed by the employee's physician, or medications not taken as prescribed, will receive the same careful consideration and offer of assistance that is presently extended to professional staff members having any other illness. Failure to correct unsatisfactory job performance, attendance or behavior and/or working or reporting to work under the influence of alcohol or other drugs will result in appropriate corrective or disciplinary action as determined by the Board, up to and including termination.

If a staff member sustains a workplace injury while s/he is under the influence of alcohol or a controlled substance not prescribed by his/her physician, s/he may be disqualified for compensation and benefits under the Workers Compensation Act. If the staff member tests positive or refuses to submit to a test for alcohol and/or other drugs after sustaining a workplace injury, the employee may dispute or prove untrue the presumption or belief that alcohol and/or other drugs are the proximate cause of the injury.

No staff member will have his/her job security or promotion opportunities jeopardized by his/her voluntary request for counseling or referral assistance.

Professional staff members who suspect they may have an alcohol or other drug abuse problem are encouraged to seek help through our EAP program. Refer to FEA Master Agreement Article 5.14 Health and Wellness or OAPSE Master Agreement Article 21.

1. The Fremont City School District is contracted with Summit Employee Assistance Program to provide information, guidance, and professional private counseling.
2. Summit EAP guarantees your right to privacy. No one, including your employer, will have access to your personal information. Nor will anyone know that you or a family member has accessed Summit EAP. Our counselors maintain the utmost confidentiality.
3. Common uses of the EAP include: relationship difficulties, work-related problems, stress management, marital and family conflict, depression and anxiety, alcohol and other drug related problems, and financial problems. If an issue is impacting your ability to focus on your job or life, Summit EAP can help.

**Contact information:**

Summit Employee Assistance Program  
715 South Taft Ave. Fremont Ohio  
1100 E. Main Cross Street Suite 203 Findlay Ohio.

**419-334-6669**

OR

Toll free 24-hour telephone number **1-866-327-3759**

## **Employee-Student Relations**

### **ALL EMPLOYEES:**

Excessive informal and/or social involvement with students is prohibited. Such conduct is not compatible with professional ethics and will not be tolerated.

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

1. Staff members shall not make derogatory comments to students regarding the school, its staff and/or other students.
2. The exchange of purchased gifts between staff members and students is discouraged.
3. Staff-sponsored parties at which students are in attendance, unless they are a part of the school's extracurricular program and are properly supervised, are prohibited.
4. Staff members shall not fraternize, written or verbally, with students except on matters that pertain to school-related issues.

5. Staff members shall not associate with students at any time in any situation or activity that could be considered sexually suggestive or involve the presence or use of tobacco, alcohol or drugs.
6. Dating between staff members and students is prohibited.
7. Staff members shall not use insults or sarcasm against students as a method of forcing compliance with requirements or expectations.
8. Staff members shall maintain a reasonable standard of care for the supervision, control and protection of students commensurate with their assigned duties and responsibilities.
9. Staff members shall not send students on personal errands.
10. Staff members shall, pursuant to law and Board policy, immediately report any suspected signs of child abuse or neglect.
11. Staff members shall not attempt to diagnose or treat a student's personal problem relating to sexual behavior, substance abuse, mental or physical health and/or family 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 Media**

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

Violation of the prohibitions listed above will result in staff and/or student discipline in accordance with State law, Board policies and regulations, the staff and student codes of conduct and handbooks and/or staff negotiated agreements. Nothing in this policy prohibits District staff and students from the use of

education websites and/or use of social media created for curricular, cocurricular or extracurricular purposes.

Policy GBH (Also JM)

## Equal Opportunity Employment/Nondiscrimination

### ALL EMPLOYEES:

The Board is committed to an environment in which all individuals, including students, staff, job applicants, the general public and individuals with whom it does business, are treated with dignity and respect. The Board prohibits discrimination based on race, color, national origin, ancestry, citizenship status, religion, sex, economic status, age, disability, military status or legally acquired genetic information.

### District Compliance Officer(s)

The Board designates the following individual(s) to serve as the District's compliance officer:

Name: Susan King  
Title: Director of Human Resources  
Address: 500 W. State St. Suite A  
Phone number: 419-334-5433  
Email: [kings@fremontschools.net](mailto:kings@fremontschools.net)

Name: Abby Abernathy  
Title: Director of Student Services  
Address: 500 W. State St. Suite A  
Phone number: 419-334-5464  
Email: [abernathya@fremontschools.net](mailto:abernathya@fremontschools.net)

The name, title, and contact information of this individual is annually published in District handbooks and on the District website.

The compliance officer is responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975.

The compliance officer is responsible for addressing any inquiries or complaints regarding discrimination or retaliation in a prompt and equitable manner.

### Reports and Complaints of Unlawful Discrimination/Harassment

Individuals who feel they have been subjected to unlawful discrimination or retaliation may file a complaint, either orally or in writing, with the compliance officer or an administrator, supervisor or other district-level administrator. Employees are required to promptly report to the compliance officer or an administrator, supervisor or other district-level administrator when they become aware of incidents of unlawful discrimination or retaliation. All other persons associated with the District are encouraged to promptly report when they become aware of such incidents. Any administrator, supervisor or district-level administrator who receives such a complaint must forward it to the compliance officer.

The Board has developed complaint procedures, which are made available to every member of the school community. The complaint procedures are not intended to interfere with the rights of any individual to pursue action through State and/or Federal law, contact law enforcement, or file a complaint with the United States Department of Education, Office of Civil Rights, the Ohio Civil Rights Commission or the Equal Employment Opportunity Commission.

The Board has adopted separate policies and procedures for sexual harassment, including the identification of the Title IX Coordinator. All sexual harassment reports must be managed in accordance with the sexual harassment policy and procedure.

### **Interim Measures and Responsive Action**

Upon receiving a complaint, the compliance officer will consider whether any interim measures should be taken to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter discrimination.

The District shall enforce its prohibitions against unlawful discrimination by taking responsive action reasonably calculated to store and prevent further misconduct. Employees or students who engage in unlawful discrimination or retaliation may be subject to disciplinary action. The Board has identified disciplinary penalties, which may be imposed on the offender(s).

### **Confidentiality**

Matters, including the identity of both the reporting party and the responding party, are kept confidential to the extent possible.

### **Retaliation**

No one shall retaliate against an employee or student because he/she files a grievance; assists or participates in an investigation, proceeding or hearing regarding the charge of discrimination of an individual; or because he/she has opposed language or conduct that violates this policy. Any administrator, supervisor or district-level administrator who is aware of such retaliation shall forward it to the compliance officer. Reported acts of retaliation will be promptly investigated and addressed.

Policies AC/AC-R

## **Ethics Law**

Effective January 2012 all employers are required to provide employee's access to the Ohio Ethics Law and Related Statutes: Ohio Revised Code Chapter 102. For a complete copy of the Ohio Ethics Law, go to the staff intranet under the staff resources tab.

## **Evaluations**

Comply with Collective Bargaining Agreement

### **CERTIFIED EMPLOYEES EVALUATIONS:**

The procedural requirements set forth in this Agreement follow statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and conform to the framework for the evaluation of Teachers developed under section 3319.112 of the Ohio Revised Code. Refer to FEA Master Agreement 5.9 Teacher Evaluations.

### **CLASSIFIED EMPLOYEES EVALUATIONS:**

All classified employees will be evaluated annually. Newly hired employees during their probationary period will receive an evaluation at sixty days and ninety days.

Policies AFC-1 (Also GCN-1) / AFC-2 / AFD (Also GDN) and Regs. AFC-1-R / AFC-2-R

## Expense Reimbursements

Comply with Collective Bargaining Agreement

Employees who incur expenses in carrying out their authorized duties shall be reimbursed by the District upon submission of a properly approved Conference Attendance Request and Expense Voucher Form with supporting receipts as required by administrative regulations. Expenses may be approved and incurred within the limits of budgetary allocations for the specific type of expense.

All expenses must have prior approval from the Superintendent or his/her designee.

Employees are prohibited from using personal credit cards that accrue rewards. Any rewards earned become property of the District.

Policy DLC / Reg. DLC-R

## Family and Medical Leave Act (FMLA)

Comply with Collective Bargaining Agreement

### ALL EMPLOYEES:

An employee who has worked for the District for at least 12 months is eligible for 12 workweeks 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 workweeks of FMLA leave during a 12-month period to care for a covered service member with a serious injury or illness. The 12 month period is measured forward from the date any employee's first FMLA leave begins.

#### 1. Types of Leave

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

- A. birth and care of a newborn child;
- B. placement with an employee of a son or daughter for adoption or foster care;
- C. 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;
- D. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job;
- E. 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
- F. 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. The District requires eligible employees to use any accrued and unused paid vacation, personal or sick leave concurrently with unpaid FMLA leave.

2. 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.

3. 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 the employee's usual number of hours per workweek or hours per workday.

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

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

The Board may provide such leave for medical purposes, but the Superintendent may transfer the employee to a position that 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.

4. 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.

5. 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 District's operations.

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

6. 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 employee's 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.

7. 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% of the employees and whose absence would cause the District to experience a substantial and grievous economic injury.

8. Instructional Employees (Certified Staff Only)

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 employees who take intermittent or reduced leave. If the leave requested is:

- A. to care for a family member, to care for a covered service member or for the employee's own serious health condition;
- B. foreseeable based on planned medical treatment; and,
- C. the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend.

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



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

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

- A. 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.
- B. 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.
- C. When an instructional employee begins leave less than three weeks before the end of a semester and the leave lasts more than five workdays, 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.

9. 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.

**See Appendix for Employee Rights and Responsibilities under the FMLA.**

Policy GBR / Reg. GBR-R

## **Field Trips**

All field trips must be approved by the Board or its designee.

### **Parental Permission**

Written permission from parent(s) must be obtained prior to any student's participation in a school-sponsored field trip.

Field trips as defined in Board of Education policy must be related to a course of study and therefore are a required part of instruction. If the trip cannot be directly related to a course of study, it should be considered a co-curricular or extra-curricular activity. The following guidelines are aimed at facilitating the effectiveness of all field trips.

### **General Procedures**

1. All requests shall be submitted to the principal on the Field Trip Request Form in advance of the scheduled trip.
2. Upon approval of a trip, the principal shall forward a copy of the pretrip proposal to the Supervisor of Transportation.
3. Parental Consent Form must be returned to the administration before the trip. If the student will be unsupervised during certain portions of the trip, the Form must be signed and returned prior to the trip. No student will be allowed to participate if the parental consent form is not received prior to the trip.
4. A copy of each student's Emergency Medical Authorization Form is to be in the possession of the staff member in charge for all trips.
5. A list of any students to whom medication will need to be administered while on the field trip is to be secured by the teacher in charge from the principal.
6. Field trips may be denied for any one of the following reasons:
  - A. failure to comply satisfactorily with pretrip requirements
  - B. excessive cost or limited financial resources
  - C. the students involved have generally been involved in other field trips or school activities that have kept them out of class in the weeks preceding or following the scheduled trip
  - C. excessive number of students taking trips on that particular day
  - D. lack of availability of transportation
  - E. inadequate arrangements for student safety and welfare
7. Authorized trips using school bus(es) and taken within the school day **MUST** be scheduled between 9:15 a.m. and 2:15 p.m.
8. Problems with the field trip should be brought to the attention of the principal immediately upon return. The principal shall inform the Superintendent of any major problems.
9. For every field trip there must be a ratio of teachers and chaperones to students as determined by the principal.
10. Prior to arrival at the destination, students are to be made aware of:
  - A. how they are to conduct themselves;
  - B. what time the bus will leave for the return trip;
  - C. where the bus will be located for the departure;
  - D. any specific information that the students should know with reference to the area being visited.

11. At no time are students to be left ON THEIR OWN during the course of the field trip, unless approved by the parents.
12. At least one (1) staff member is to remain at the school after the return trip until all students have been picked up.
13. Any disciplinary problems are to be reported to the principal immediately upon returning to the school for appropriate action.

In the event of any emergency during a field trip, the bus driver should contact appropriate persons from his/her emergency list and the teacher in charge should contact the principal.

Because field trips are considered an integral part of a course of study and represent a significant cost to the District, it is essential that each trip be carefully planned, conducted according to the plan, and then evaluated in terms of how well the learning purpose was accomplished.

Policy IICA / Reg. IICA-R

## **Fraud Reporting System (Auditor of State)**

The Ohio Auditor of State's office maintains a system for the reporting of fraud, including misuse of public money by any public official or public office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll-free number, the Auditor of State's website or through the United States mail.

Employees may use any of the following methods to report suspected fraud to the Auditor of State:

Telephone: 1-866-FRAUD OH (1-866-372-8364)

US Mail: Ohio Auditor of State's office  
Special Investigations Unit  
88 East Broad Street  
P.O. Box 1140  
Columbus, OH 43215

Web: [www.ohioauditor.gov](http://www.ohioauditor.gov)

## **Grievance Procedure**

**Comply with Collective Bargaining Agreement**

Employees who are members of a recognized employee bargaining unit shall use the grievance procedure set forth in their respective collective bargaining agreement.

The definition of what constitutes a grievance shall be the one in the respective collective bargaining agreement. Refer to FEA Master Agreement Article 2 - Grievance Procedure or OAPSE Master Agreement Article 3 - Grievance Procedure

Policy GBM

## Hazing and Bullying

### **ALL EMPLOYEES:**

Hazing means doing any act or coercing another, including the victim, to do any act of initiation into any student or other organization that causes or creates a substantial risk of causing mental or physical harm to any person.

Throughout this section, the term bullying is used in place of harassment, intimidation and bullying.

Bullying, harassment and intimidation is an intentional written, verbal, electronic or physical act that a student has exhibited toward another particular student more than once. The intentional act also includes violence within a dating relationship. The behavior causes mental or physical harm to the other student and is sufficiently severe, persistent or pervasive that it creates an intimidating, threatening or abusive educational environment for the other student. This behavior is prohibited on school property, on a school bus or at a school-sponsored activity. Students found responsible for harassment, intimidation or bullying by an electronic act may be suspended. Discipline procedures will not infringe on any student's rights under the First Amendment to the Constitution of the United States. When the behavior is sexual harassment, the Title IX sexual harassment grievance process will be followed, if applicable,

prior to imposing any discipline that cannot be imposed without resolution of the Title IX process.

Permission, consent or assumption of risk by an individual subjected to hazing, bullying and/or dating violence does not lessen the prohibition contained in this section.

The District includes, within the health curriculum, age-appropriate instruction in dating violence prevention education in grades 7 to 12. This instruction includes recognizing warning signs of dating violence and the characteristics of healthy relationships. Also included is instruction on the risks of human/sex trafficking, exploitation and potential consequences for violations.

Prohibited activities of any type, including those activities engaged in via computer and/or electronic communications devices or electronic means, are inconsistent with the educational process and are prohibited at all times. The District educates minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

No administrator, teacher or other employee of the District shall encourage, permit, condone or tolerate any hazing and/or bullying activities. No students, including leaders of student organizations, are permitted to plan, encourage or engage in any hazing and/or bullying.

Administrators, teachers and all other District employees must be particularly alert to possible conditions, circumstances or events that might include hazing, bullying and/or dating violence. If any of the prohibited behaviors are planned or discovered, involved students shall be informed by the discovering District employee of the prohibition contained in this policy and are required to end all such activities immediately. All hazing, bullying and/or dating violence incidents shall be reported immediately to the Principal/designee and appropriate discipline is administered. When employees have actual knowledge that the behavior is sexual harassment, they must contact the Title IX Coordinator.

The Superintendent/designee must provide the Board President with a semiannual written summary of all reported incidents and post the summary on the District's website, to the extent permitted by law.

The administration provides training on the District's hazing and bullying policy to District employees and volunteers who have direct contact with students, and, by November 30, annually reports to the Ohio Department of Education compliance with this requirement through the consolidated school mandate report. If the District reports noncompliance, the Superintendent/designee must provide a written explanation to the Board within 30 days explaining this noncompliance and a written plan of action for accurately and efficiently addressing the problem.

Additional training is provided to elementary employees in violence and substance abuse prevention and positive youth development.

District employees, students and volunteers have qualified civil immunity for damages arising from reporting an incident of hazing and/or bullying. Administrators, teachers, other employees and students who fail to abide by this policy may be subject to disciplinary action and may be liable for civil and criminal penalties in compliance with State and Federal law.

No one is permitted to retaliate against an employee or student because he/she files a grievance or assists or participates in an investigation, proceeding or hearing regarding the charge of hazing and/or bullying of an individual.

#### School Personnel Responsibilities and Complaint Procedures

Hazing, bullying behavior and/or dating violence by any student/school personnel in the District is strictly prohibited, and such conduct may result in disciplinary action, up to and including suspension and/or expulsion from school. Hazing bullying and/or dating violence means any intentional written, verbal, graphic or physical acts, including electronically transmitted acts, either overt or covert, by a student or group of students toward other students/school personnel with the intent to haze, harass, intimidate, injure, threaten, ridicule or humiliate. Such behaviors are prohibited on or immediately adjacent to school grounds, at any school-sponsored activity; in any District publication; through the use of any District-owned or operated communication tools, including but not limited to District e-mail accounts and/or computers; on school-provided transportation or at any official school bus stop.

Hazing, bullying and/or dating violence can include many different behaviors. Examples of conduct that could constitute prohibited behaviors include, but are not limited to:

1. physical violence and/or attacks;
2. threats, taunts and intimidation through words and/or gestures;
3. extortion, damage or stealing of money and/or possessions;
4. exclusion from the peer group or spreading rumors;
5. repetitive and hostile behavior with the intent to harm others through the use of information and communication technologies and other web-based/online sites (also known as "cyberbullying"), such as the following:

- A. posting slurs on websites, social networking sites, blogs or personal online journals;
  - B. sending abusive or threatening emails, website postings or comments and instant messages;
  - C. using camera phones to take embarrassing photographs or videos of students and/or distributing or posting the photos or videos online and
  - D. using websites, social networking sites, blogs or personal online journals, emails or instant messages to circulate gossip and rumors to other students.
6. excluding others from an online group by falsely reporting them for inappropriate language to Internet service providers.

In evaluating whether conduct constitutes hazing or bullying, special attention is paid to the words chosen or the actions taken, whether such conduct occurred in front of others or was communicated to others, how the perpetrator interacted with the victim and the motivation, either admitted or appropriately inferred.

#### Teachers and Other School Staff

Teachers and other school staff who witness acts of hazing, bullying and/or dating violence as defined above, promptly notify the building principal/designee of the event observed, and promptly file a written incident report concerning the events witnessed.

Teachers and other school staff who receive student or parent reports of suspected hazing, bullying and/or dating violence promptly notify the building principal/designee of such report(s). If the report is a formal, written complaint, the complaint is forwarded to the building principal/designee no later than the next school day. If the report is an informal complaint by a student that is received by a teacher or other professional employee, he/she prepares a written report of the informal complaint that is forwarded to the building principal/designee no later than the next school day.

#### Complaints

##### 1. Formal Complaints

Students and/or their parents or guardians may file reports regarding suspected hazing, harassment, intimidation, bullying and/or dating violence. The reports should be written. Such written reports must be reasonably specific including person(s) involved; number of times and places of the alleged conduct; the target of suspected harassment, intimidation and/or bullying and the names of any potential student or staff witnesses. Such reports may be filed with any school staff member or administrator. They are promptly forwarded to the building principal/designee for review and action.

##### 2. Informal Complaints

Students, parents or guardians and school personnel may make informal complaints of conduct that they consider to be harassment, intimidation and/or bullying by verbal report to a teacher, school administrator or other school personnel. Such informal complaints must be reasonably specific as to the actions giving rise to the suspicion of hazing, harassment, intimidation and/or bullying, including person(s) involved, number of times and places of the alleged conduct, the target of the prohibited behavior(s) and the names of any potential student or staff witness. The school staff

member or administrator who receives the informal complaint promptly documents the complaint in writing, including the above information. This written report by the school staff member and/or administrator is promptly forwarded to the building principal/designee for review and action.

3. Anonymous Complaints

Students who make informal complaints as set forth above may request that their name be maintained in confidence by the school staff member(s) and administrator(s) who receive the complaint. The anonymous complaint is reviewed and reasonable action is taken to address the situation, to the extent such action (1) does not disclose the source of the complaint, and (2) is consistent with the due process rights of the student(s) alleged to have committed acts of hazing, bullying and/or dating violence.

4. False Complaints

Students are prohibited from deliberately making false complaints of harassment, intimidation or bullying. Students found responsible for deliberately making false reports of harassment, intimidation or bullying may be subject to a full range of disciplinary consequences.

Intervention Strategies

1. Teachers and Other School Staff

In addition to addressing both informal and formal complaints, school personnel are encouraged to address the issue of hazing, bullying and/or dating violence in other interactions with students.

School personnel may find opportunities to educate students about harassment, hazing, intimidation and bullying and help eliminate such prohibited behaviors through class discussions, counseling and reinforcement of socially appropriate behavior. School personnel should intervene promptly whenever they observe student conduct that has the purpose or effect of ridiculing, humiliating or intimidating another student/school personnel, even if such conduct does not meet the formal definition of harassment, hazing, intimidation or bullying.

2. Administrator Responsibilities

A. Investigation

The principal/designee is notified of any formal or informal complaint of suspected harassment, hazing, intimidation or bullying. Under the direction of the building principal/designee, all such complaints are investigated promptly. A written report of the investigation is prepared when the investigation is complete. The report includes findings of fact, a determination of whether acts of hazing, bullying and/or dating violence were verified, and when prohibited acts are verified, a recommendation for intervention, including disciplinary action, is included in the report. Where appropriate, written witness statements are attached to the report.

Notwithstanding the foregoing, when a student making an informal complaint has requested anonymity, the investigation of such complaint is limited as is appropriate in view of the anonymity of the complaint. Such limitation of the investigation may include restricting action to a simple review of the complaint (with or without discussing it with the alleged perpetrator), subject to receipt of further information and/or the withdrawal by the complaining student of the condition that his/her report be anonymous.

When hazing and/or bullying is based on race, color, national origin, sex, or disability, and the behavior creates a hostile environment, the applicable nondiscrimination grievance procedures are implemented where applicable.

B. Nondisciplinary Interventions

When verified acts of hazing, bullying and/or dating violence are identified early and/or when such verified acts do not reasonably require a disciplinary response, students may be counseled as to the definition of the behavior, its prohibition and their duty to avoid any conduct that could be considered harassing, hazing, intimidating and/or bullying.

If a complaint arises out of conflict between students or groups of students, peer mediation may be considered. Special care, however, is warranted in referring some cases to peer mediation. A power imbalance may make the process intimidating for the victim and therefore inappropriate. The victim's communication and assertiveness skills may be low and could be further eroded by fear resulting from past intimidation and fear of future intimidation. In such cases, the victim should be given additional support. Alternatively, peer mediation may be deemed inappropriate to address the concern.

C. Disciplinary Interventions

When acts of harassment, intimidation and bullying are verified and a disciplinary response is warranted, students are subject to the full range of disciplinary consequences. Discipline procedures will not infringe on any student's rights under the First Amendment to the Constitution of the United States.

Anonymous complaints that are not otherwise verified, however, cannot provide the basis for disciplinary action.

In and out-of-school suspension may be imposed only after informing the accused perpetrator of the reasons for the proposed suspension and giving him/her an opportunity to explain the situation.

Expulsion may be imposed only after a hearing before the Board of Education, a committee of the Board or an impartial hearing officer designated by the Board of Education in accordance with Board policy. This consequence is reserved for serious incidents of harassment, intimidation or bullying and/or when past interventions have not been successful in eliminating prohibited behaviors.

Allegations of criminal misconduct are reported to law enforcement, and suspected child abuse is reported to Child Protective Services, per required timelines.

Report to the Custodial Parent or Guardian of the Perpetrator

If, after investigation, acts of harassment, intimidation and bullying by a specific student are verified, the building principal/designee shall notify the custodial parent or guardian of the perpetrator, in writing, of that finding. If disciplinary consequences are imposed against such student, a description of such discipline is included in such notification.

Strategies are developed and implemented to protect students from new or additional harassment, intimidation or bullying, and from retaliation following reporting of incidents.



### Reports to the Victim and His/Her Custodial Parent or Guardian

If, after investigation, acts of bullying or hazing against a specific student are verified, the building principal/designee notifies the custodial parent/guardian of the victim of the finding. In providing such notification, care must be taken to respect the statutory privacy rights of the perpetrator.

Bullying matters, including the identity of both the charging party and the accused, are kept confidential to the extent possible. Although discipline may be imposed against the accused upon a finding of guilt, retaliation is prohibited.

School administrators shall notify both the custodial parents or guardians of a student who commits acts of harassment, intimidation, bullying and/or dating violence and the custodial parents or guardians of students against whom such acts were committed, and shall allow access to any written reports pertaining to the incident, to the extent permitted by law.

### Police and Child Protective Services

In addition to, or instead of, filing a complaint through this policy, a complainant may choose to exercise other options including, but not limited to, filing a complaint with outside agencies or filing a private lawsuit. Nothing prohibits a complainant from seeking redress under any other provision of State law or common law that may apply.

The District must also investigate incidents of hazing, bullying and/or dating violence for the purpose of determining whether there has been a violation of District policy or regulations, even if law enforcement and/or the public children's services are also investigating. All District personnel must cooperate with investigations by outside agencies.

Policy JFCF / Reg. JFCF-R

## **Health and Safety**

### **ALL EMPLOYEES:**

#### 1. Bloodborne Pathogens

Employees shall adhere to universally recognized precautions against the risk of infection and illness that can occur with exposure to bodily fluids.

Employees shall complete annual in-service training on bloodborne pathogens. First-aid kits will be placed in each school building and each student transportation vehicle. Correct procedures for cleaning up body fluid spills and for personal cleanup will be included in the District's exposure control plan.

All employees who are required to provide first aid to students and/or employees shall be offered an immunization with hepatitis B vaccine. The vaccine shall also be offered to all employees who have occupational exposure as determined by the administrator.

Policy EBBC

2. Communicable Diseases

In order to protect the health and safety of students and employees, the District shall follow all state laws and Ohio Department of Health regulations pertaining to immunizations and other means for controlling communicable diseases that are spread through casual contact in the schools.

All students with signs or symptoms of diseases suspected as being communicable to others are to be given immediate attention and sent home if such action is indicated.

Any student suspected or reported to have a communicable disease shall be examined by a school nurse or public health nurse. Upon the recommendation of the nurse, the student may be excluded from school. Re-admission is dependent upon a decision by a physician, school nurse or public health nurse.

Building administrators will educate employees about the building level plan for how to identify, detect and report communicable diseases, when to isolate students from other students, when to exclude students from school, what should be done to educate excluded students and how to integrate infected students back into the classrooms.

Policy JHCC

3. First Aid

- A. The school nurse or other trained person is responsible for administering first aid in each building. An emergency medical service will be called in case of serious illness or injury.
- B. The parents/guardian of all students are asked to sign and submit an emergency medical authorization form that indicates the procedure they wish to be followed in the event of a medical emergency involving their child. The forms are kept readily accessible in the main office of each school.
- C. Only emergency care and first aid are provided. The school nurse or other trained person shall provide training for first-aid treatment and emergency care for various types of illness and injury. Use of medications is limited to topical applications as directed by a physician for certain types of injuries or to such medication as might have been officially authorized for an individual student.
- D. In cases in which the nature of an illness or an injury appears serious, the parent(s)/guardian shall be contacted and the instructions on the student's emergency card shall be followed. In extreme emergencies, arrangements may be made for a student's immediate hospitalization whether or not the parent(s)/guardian can be reached.
- E. No elementary student who is ill or injured shall be sent home alone. Junior and senior high students may be sent home if the illness is minor and the parents/guardian, who have authorized such dismissal on the emergency medical forms, have been informed in advance.
- F. Board-approved procedures shall be followed to guard against athletic injuries and to provide care and emergency treatment for injured athletes.

4. Use of Automated External Defibrillators (AEDs)

Employees should familiarize themselves with the locations of the AEDs within each building. The District will provide annual AED training, and only employees who have completed the required training are authorized to use the AED. A list of trained employees shall be kept in each building.

Policy EBBA / Reg. EBBA-R

5. Food Allergies

Employees shall familiarize themselves with the Board policy and building-specific plan for food allergy management. Teachers of students with food allergies will be notified when necessary as part of the student specific written food allergy management plan. Care should be taken to not draw undue attention to students with food allergies. Employees should strive to create a healthy, allergy conscious environment in the individual classrooms.

Policy EFH

6. Safety

A. Electronic Surveillance —\_Electronic surveillance may occur on school property and/or in school vehicles in areas where there is no reasonable expectation of privacy.

B. Weapons and Threats of Violence —\_Possession of weapons on school property or threats of violence by employees will result in appropriate disciplinary action, up to and including termination.

C. Duty to Report —\_Employees shall report any information concerning weapons or threats of violence by other employees, students or visitors to the appropriate administrator/ supervisor. Failure to report may subject the employee to disciplinary action. Any threat of immediate physical harm shall be reported to the appropriate local law enforcement.

Policies EBC / ECA / KGB and Regs. EBC-R / ECA-R

7. Student Safety

In an attempt to ensure student safety, employees:

A. shall not send students on errands that would require the student to leave school property and/or drive a vehicle;

B. shall not attempt to diagnose or treat a student's personal problem relating to sexual behavior, substance abuse, mental or physical health and/or family relationships but, instead, should refer the student to the appropriate individual or agency for assistance;

C. 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; and,

D. shall immediately report any suspected signs of child abuse or neglect.

In addition to instruction in safety, buildings are inspected annually to detect and remedy health and safety hazards. Employees shall immediately report to the building administrator any accident or safety hazard he/she detects.

Policy JHF

## Holidays

Comply with Collective Bargaining Agreement

### ALL EMPLOYEES:

The official calendar shall be adopted annually by the Board. Holidays shall be determined by the employees' Master Agreement.

Policies GCBE / GDBE

## Hours of Work/Work Schedules

Comply with Collective Bargaining Agreement

### CERTIFIED EMPLOYEES:

The teachers will follow the Board approved school calendar. The length of the Teacher work day shall be seven hours and thirty minutes at the secondary level and seven hours at the elementary level. Refer to the FEA Master Agreement Article 7 Working Conditions.

### CLASSIFIED EMPLOYEES:

The employees' calendar work schedule will be based on the Board approved school calendar and will not be changed, except by mutual agreement between the Employer and the Local Working hours may vary depending upon the requirements of the different job classifications. The working hours will be explained to each employee by his/her immediate supervisor. Refer to the OAPSE Master Agreement 14.4 and 14.5 Working Hours and Workweek.

## Identification Badges

### ALL EMPLOYEES:

During the month of September in any given year, Fremont City Schools will provide a photo identification badge to each employee. All employees are required to wear their Fremont Schools issued badges at all times during the workday including field trips and other off-site activities.

Policy EB

## Insurance

Comply with Collective Bargaining Agreement

### ALL EMPLOYEES:

The Employer shall offer a choice of several Major Medical Insurance Policies. Refer to FEA Master Agreement 9.1 and OAPSE Master Agreement 16.1 for available options.

## Interrogations and Searches

**ALL EMPLOYEES:** All employees shall abide by the District interrogations and searches policies and procedures.

Policy JFG

## Leaves

Comply with Collective Bargaining Agreement

### ALL EMPLOYEES:

1. Assault Leave

An employee shall be granted assault leave by the Superintendent or his/her designee in the event that the employee is absent due to physical disability resulting from an assault that occurs in the course of Board employment while the employee was performing his/her assigned duties. Refer to the FEA Master Agreement 8.8 Assault Leave or OAPSE Master Agreement 15.11 Assault Leave.

2. Childbirth/Adoption Leave

#### **CERTIFIED EMPLOYEES:**

Sick leave shall be granted for the pregnancy of a female Teacher, upon certification by an attending physician for such period as required provided that such leave shall not extend beyond accumulated sick days.

If a Member becomes a parent or adopts a child and wishes to take a leave of absence for child care, he/she may make formal application to the Superintendent for leave of absence without pay. Upon application such leave shall be granted for a period of up to one (1) year and shall be extended for up to an additional year upon request. All returns from leaves of absence will be at the beginning of a grading period unless worked out with special permission of Superintendent. Refer to FEA Master Agreement 8.4 Leave of Absence-Child Care.

#### **CLASSIFIED EMPLOYEES:**

Any classified employee who is pregnant, who has completed the probationary period and desires to remain an employee of the District, upon request, may be granted a leave of absence from her work for maternity purposes. Refer to OAPSE Master Agreement 15.2 Leave of Absence-Maternity.

3. Funeral Leave (or Bereavement Leave)

#### **CERTIFIED EMPLOYEES:**

The Employer establishes as a guide that ten (10) days sick leave maximum are considered reasonable for absence due to death in the immediate family. The immediate family shall include grandparents, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, domestic partner, child, grandchild, aunt, uncle, niece, nephew, a legal guardian and other person who stands in place of a parent. Refer to FEA Master Agreement 8.1 Sick Leave.

**CLASSIFIED EMPLOYEES:**

Classified employees may be absent from regular duties because of death in the immediate family, without loss of pay, as follows:

- 1. Three (3) days are considered reasonable for absence due to death in the immediate family. However, additional days may be granted where the circumstances of a particular situation may warrant additional day(s).
- 2. For the purpose of this section, the immediate family shall include: Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of parent and uncles, aunts, nieces and nephews.
- 3. Absence due to death in the immediate family shall not be charged to the employee's accumulated sick leave. If an employee desires and is approved for additional days, said additional days will be deducted from sick leave upon approval of the Superintendent. Refer to OAPSE Master Agreement 15.10 Bereavement Leave.

4. Jury Duty Leave

Employees who are called for jury duty are encouraged to serve unless excused by the appropriate judicial authority.

**CERTIFIED EMPLOYEES:**

Teachers selected for jury duty will be excused with pay for such service, provided a check received for jury duty services is endorsed and made payable to the Fremont Board of Education. Time taken off for jury duty shall not be charged to days off, accumulated sick leave or any other benefit due to the member regardless of the length of jury services. Refer to FEA Master Agreement 8.14 Jury Duty.

**CLASSIFIED EMPLOYEES:**

The Employer encourages employees to perform their civic responsibilities when called upon for jury duty. The Director of Human Resources and Community Relations and the immediate supervisor shall be notified promptly when a jury summons is received. The full rate of compensation shall be allowed for such service provided the check received for the jury service is endorsed and made payable to the Board of Education. Payments will be based on the pay rate on record at the time of such service. Payments will be made only for time lost from work because of jury duty. An employee requesting pay for jury duty must complete the necessary form and note same on his/her time card before payment may be granted. Time taken off for jury duty shall not be charged to accumulated leave due the employee. Refer to OAPSE Master Agreement 15.13 Jury Duty.

5. Military Leave

The Board shall grant military leave and reemployment in accordance with Ohio Revised Code 3319.14 and 3319.085.

6. Personal Leave

All employees shall receive three (3) days of personal leave each contract year, without loss of salary, to transact personal business or attend to affairs that are of personal nature and cannot be

conducted at times other than during regular work hours. Personal leave may not be utilized to extend a holiday or vacation period. Part-time employees' personal leave shall be prorated. Applications for personal leave shall be made to the employee's administrator/supervisor at least three (3) work days prior to the beginning of such requested leave.

When emergency situations arise making such application impossible, the administrator or supervisor shall be notified at the first opportunity. It is the employee's responsibility to record their absence in Frontline and to follow procedures located in Absence Notification Section of this handbook. Refer to FEA Master Agreement 8.3 Personal Business Leave or OAPSE Master Agreement 15.7 Personal Business Leave for specific guidelines for taking personal business leave.

7. Professional Leave

Paid professional leave may be used for the following reasons:

- A. Meetings;
- B. Conferences/conventions;
- C. Seminars/workshops; and,
- D. In accordance with the negotiated terms of the collective bargaining agreement.

Employees must complete the Conference Attendance Request and Expense Voucher Form and submit it for supervisory approval prior to using the professional leave. Approved paperwork must be on file at the District Office with the Director of Curriculum, Assessment & Staff Development.

8. Sick Leave

Full-time employees shall be entitled to 15 days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth days per month.

Use of Sick Leave — Sick leave with pay may be used for the following reasons with the approval of the Superintendent or designee:

- A. For absence of the employee due to personal illness, injury or exposure to contagious diseases that could be communicated to other employees or school children.
- B. For absence of the employee due to pregnancy, accumulated sick leave may be used before delivery as well as the time period following delivery while under a doctor's care. Upon returning to work, a doctor's release must be provided.
- C. For medical/dental appointments that cannot be scheduled outside of employee's normal work hours.
- D. For absence of the employee due to the illness or personal injury of someone in the employee's immediate family. Immediate family is defined grandparents, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, domestic partner, child, grandchild, aunt, uncle, niece, nephew, a legal guardian and other person who stands in place of a parent.
- E. For absence of the employee due to the death of a member of the immediate family. Immediate family, for use of sick leave as it is related to death, is defined as grandparents,

brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, domestic partner, child, grandchild, aunt, uncle, niece, nephew, a legal guardian and other person who stands in place of a parent.

Any employee who finds it necessary to be absent for any of the reasons listed above shall follow the Absence Notification section of this book. Refer to FEA Agreement Article 8 Sick Leave or OAPSE Master Agreement 15.5 Sick Leave Policy.

***A doctor's note can be requested at any time at the employer's discretion.***

9. Unpaid Leave

Pursuant to Ohio Revised Code 3319.13, upon the written request of an employee, the Board may grant an unpaid leave of absence for a period of not more than two consecutive school years for educational, professional or other purposes, and shall grant such leave where illness or disability is the reason for the request. Upon subsequent written request by the employee, the Board may renew the unpaid leave. Upon the return to service of the employee at the expiration of the leave of absence, the employee shall resume the contract status that he/she held prior to the leave of absence.

10. Vacation Leave

**CLASSIFIED EMPLOYEES:** Refer to OAPSE Master Agreement 15.1 Vacation

- A. The vacation policy pertains to full-time employees only. For the purpose of this Article, a full-time employee is a person who is contracted to work at least Eleven (11) months in each calendar year.
  - B. For the purpose of determining the eligibility for vacation benefits, the date of employment shall be the employee's first workday as a bargaining unit member.
  - C. All vacation leave accrued through July 30, 2008 shall be capped. After that date vacation not taken within a year of accrual will be forfeited.
  - D. The vacation schedule is as follows:
    - 1. 6 Months to 1 Year - 6 workdays
    - 2. After 1 Year - 12 workdays
    - 3. After 10 Years - 15 workdays
    - 4. After 17 Years - 24 workdays
- Employees shall be granted partial vacation days to the nearest quarter of an hour.
- E. A newly hired employee, or a school calendar employee awarded a full-time position, cannot use vacation for the first six (6) months in the position, unless approved by the Director of Human Resources and Community Relations.
  - F. A school calendar employee who is awarded a full-time position shall begin accruing vacation on the effective date of assignment to the position and shall be granted vacation in accordance with his/her District seniority.
  - G. An employee entering the District from other school systems or any public agency in Ohio (other than as an elective office) has the responsibility of notifying the Director of Human Resources and Community Relations of any prior service. The employee's prior service will be counted as service for the purpose of computing the amount of vacation leave.
  - H. All vacation hours are allotted in accordance with the regularly scheduled hours of the employee involved.



- I. Vacation is paid on the salary or hourly rate in effect at the time the vacation is taken.
- J. If a holiday occurs during an employee's vacation, an extra day is taken at a time arranged with his/her supervisor.

11. Witness Duty Leave

**CERTIFIED EMPLOYEES:**

Time lost by Teachers who are required to give testimony as witnesses in a court shall not be charged against personal leave if such Teacher is called to give testimony relating to such teacher's duties or position as a Teacher in the District. The full rates of compensation shall be allowed for such service provided the check received as a witness fee is endorsed and made payable to the Fremont Board of Education. When a Teacher is appearing in court on non-Board related business said Teacher may take personal business (8.3) or unpaid leave days. Refer to FEA Master Agreement Article 8.15 Court Appearance.

**CLASSIFIED EMPLOYEES:**

Time lost by an employee to give testimony as a witness in court shall not be charged against personal leave if such employee is subpoenaed unless the employee is named in the cause of action. The full rate of compensation shall be allowed for such services provided the check received as a witness fee is endorsed and made payable to the Board of Education. If the amount of the check from the court is greater than the amount of compensation due to the employee, the employee shall receive the difference. Refer to OAPSE Master Agreement 15.14 Court Appearances as Witness.

Policies GCBD / GDBD

## Lunch Prices/Charges

**ALL EMPLOYEES:**

Employees may purchase a lunch from the school building where they work. See Cafeteria Manager for prices. **NO** charges will be allowed.

## Meetings

Comply with Collective Bargaining Agreement

**ALL EMPLOYEES:**

Employee meetings shall be periodically scheduled throughout the school year by the Superintendent/designee/supervisor. Employees are expected to attend the meetings related to their duties/position. Refer to FEA Master Agreement 5.11, 7.2, 7.3, 7.6, 8.9 or OAPSE Master Agreement 6.8, 14.10 and Article 18.

## Overtime

Comply with Collective Bargaining Agreement

### **CLASSIFIED EMPLOYEES:**

Overtime compensation is available to those employees who are non-exempt from the provisions of the Fair Labor Standards Act (FLSA). Employees must receive prior approval from a supervisor before working overtime. Refer to OAPSE Master Agreement 17.4 Overtime for specific guidelines.

Policy GDKA / Reg. GDK-A-R

## Performance of Duties

### **ALL EMPLOYEES:**

Employees are required to perform their normal duties as assigned by the Superintendent or his/her designee. Employees who fail to perform their duties will be subject to disciplinary action up to and including termination in accordance with Board policy, laws and any relevant collective bargaining agreements.

## Personnel Files

Comply with Collective Bargaining Agreement

### **ALL EMPLOYEES:**

1. Personnel files contain records and information relative to compensation, payroll deductions, evaluations and such information as may be required by state or federal law or considered pertinent by the Superintendent. Anonymous material or material from an unidentified source shall not be placed in an employee's file.
2. A personnel file for each employee shall be maintained in the District office. Employees will be notified whenever personal information is placed in their file.
3. State law requires that all public records be promptly prepared and made available for inspection to any member of the general public at all reasonable times during regular business hours. Upon request, the person directly responsible for personnel records is required to make copies available at cost, within a reasonable period of time.
4. The public has access to all records in the personnel file with the following exceptions:
  - A. medical records;
  - B. records pertaining to adoption, probation or parole proceedings;
  - C. trial preparation records;
  - D. confidential law enforcement investigatory records;
  - E. Social Security number and
  - F. records of which the release is prohibited by state or federal law.

Additional exceptions are listed in Ohio's Sunshine Law, Ohio Revised Code 149.43.

5. The District shall keep reports of investigations of employee misconduct in the employee's personnel file, unless the State Superintendent of Public Instruction or his/her designee determines that the report does not warrant taking action against the employee. If the State Superintendent of Public

Instruction or his/her designee determines no action is warranted, the investigation report must be moved from the employee's personnel file to a separate public file.

6. Each employee has the right, upon written request, to review the allowable contents of his/her own personnel file. Personnel files must be reviewed in the presence of an appropriate human resource employee. No part of the personnel file shall be removed from the office by the employee.
7. Employees may make written objections to any information contained in the file. Any written objection must be signed by the employee 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 Human Resource Department at the District Office.

Policy GBL

## Phone Usage

Comply with Collective Bargaining Agreement

### ALL EMPLOYEES:

District Telephones: If a staff member makes a long-distance personal phone call, he/she should report the number to the building secretary. The building secretary shall inform the staff member of the cost, collect the monies and return to the Finance Office.

#### 1. Personal Cellular Phones

Employees may be subject to disciplinary action for inappropriate use of cell phones during their scheduled work time.

#### 2. District Phones

In order to permit employees to make necessary personal calls with minimum loss of time, certain District telephones may be used for personal calls. Employees making personal calls are responsible for paying any long distance and/or toll charges.

District-owned cellular phones may be issued to the following staff members:

1. Superintendent
2. Principals
3. Treasurer
4. Directors
5. Trainer
6. Supervisors
7. Other individuals as Superintendent deems necessary

The phones are to be used primarily for:

1. Communicating with the administration, other staff members, or parents concerning classroom, school, or District activities;
2. Emergency situations;
3. As determined by the Superintendent's acceptable use practices.

Policy EGAC / Reg. EGAC-R

## **Public Records (Public's Right to Know)**

### **ALL EMPLOYEES:**

The Board supports the right of the people to know about the programs and services of their schools and makes efforts to disseminate appropriate information. Each building principal is authorized and expected to keep the school's community informed about the school's programs and activities. The release of information of Districtwide interest is coordinated by the Superintendent.

Business of the Board shall be discussed and decisions shall be made at public meetings of the Board, except such matters required to be discussed in private executive sessions. The official minutes of the Board, its written policies, its financial records and all other public records shall be open for inspection in the central office during the hours when the administrative offices are open.

Each Board member shall attend public records training every term for which he/she is elected to public office. However, the Board may, by resolution, designate one or more persons to attend public records training on its behalf. If so decided, the Board shall appoint a designee whenever the composition of the Board changes.

The District may ask that the identity of an individual requesting information and the reason the information is sought be in writing. The District first shall inform the requester that such disclosure is not mandatory, unless the request is for student directory information. The District also shall inform the requester that providing such information in writing enhances the District's ability to identify, locate or deliver the records sought. The District also may ask that the request be put in writing, but shall notify the requester that it is not mandatory to do so.

Any individual who wants to obtain or inspect a copy of a public record may request to have the record duplicated on paper, on the same medium on which the record is kept or on any other medium that the Superintendent/designee determines reasonable. If the request is ambiguous or overly broad, the District shall inform the requester of the manner in which records are maintained and accessed in the ordinary course of business and allow the requester to revise the request.

Records pertaining to individual students and other confidential materials shall not be released for inspection. Only that information deemed "directory information" may be released from an individual student's file, and only after complying with the regulations prepared by the administration for the release of such information. Student directory information shall not be released when parents have affirmatively withdrawn their consent to release in writing. Student records that consist of "personally identifiable information" generally are exempt from disclosure.

All records responsive to the request shall be made available in a reasonable period of time. The District shall make the requester aware of any information that is exempt from disclosure requirements by notifying the requester of any redacted information or by making redactions in a plainly visible manner. If a public records request is denied, the District shall provide an explanation with legal authority for the denial of the request. This explanation shall be provided in writing if the request is made in writing or if the Superintendent/designee determines written explanation is necessary.

The Superintendent/designee shall transmit the information sought by mail or by any other means of delivery requested, if the method is reasonably available. The number of mail requests sent to any one

person may be limited to 10 a month unless the person certifies, in writing, that neither the records nor the information in them will be used for commercial purposes. If the District provides public records on a free and accessible website the number of requests delivered in a digital format to any one person may be limited to 10 a month unless the records requested are not provided on the website and the person certifies, in writing, that neither the records nor the information in them will be used for commercial purposes. A fee may be charged for copies and/or delivery. The District may require the fee charged for copies and/or delivery be paid in advance.

The Board's public records policy shall be posted in a conspicuous location in the central office and in all other District buildings and in employee handbooks provided by the District. The policy shall be distributed directly to the records custodian and receipt of the policy by the custodian shall be acknowledged. A copy of the records retention schedule shall be maintained and readily available to the public in the central office.

Policy KBA

## **Reduction in Force (RIF) of Certified Employees**

Comply with Collective Bargaining Agreement

Pursuant to state law and the FEA Master Agreement, a reduction in force (RIF) can occur when the Board decides that it will be necessary to make a reasonable reduction in the number of teachers for any of the following reasons: decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District or for financial reasons, the Employer decides that it will be necessary to reduce the number of Teachers, it may make reasonable reduction. In making such reduction, the Employer shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each certification/licensure affected, give preference to Teachers on continuing contracts. Refer to FEA Master Agreement 5.7.

Policy GCPA

## **Reduction in Force (RIF) of Classified Employees**

Comply with Collective Bargaining Agreement

Pursuant to state law, a reduction in force (RIF) can occur when the Board decides that it will be necessary to make a reasonable reduction in the number of nonteaching employees. Refer to OAPSE Master Agreement 12.1.

Policy GDPA

## **Reporting Child Abuse**

### **ALL EMPLOYEES:**

All employees of the District who know or have reasonable cause to suspect that a child under 18 years of age or a disabled child under 21 years of age has suffered, is suffering or faces a threat of suffering any type of abuse or neglect shall immediately report such information to the public children services agency or the local law enforcement agency.

Read Policy JHG to ensure that you are aware of how to make reports, correct procedures and training that will be provided by the District.

Policy JHG

## **SERS/STRS**

Comply with Collective Bargaining Agreement

### **ALL EMPLOYEES:**

Contact the Finance Office for additional information regarding your particular situation.

## **Severance Pay**

Comply with Collective Bargaining Agreement

### **ALL EMPLOYEES:**

Contact the Finance Office for additional information regarding your particular situation.

Policy GCPCA

## **Non-Discrimination on the Basis of Sex/Sexual Harassment**

Comply with Collective Bargaining Agreement

### **ALL EMPLOYEES:**

The Board requires the following grievance process to be followed for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited as sexual harassment by Title IX. The Board directs the process to be published in accordance with all statutory and regulatory requirements.

### **Definitions**

The following definitions apply for Title IX policies and procedures:

“Actual knowledge:” notice of sexual harassment or allegations of sexual harassment to the District’s Title IX Coordinator or any official of the District who has authority to institute corrective measures on behalf of the District, or to any employee of an elementary or secondary school.

“Education program or activity:” includes locations, events or circumstances over which the District exercised substantial control over both the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment, and the context in which the sexual harassment occurs.

“Complainant:” an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Respondent:” an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Formal complaint:” a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the allegation of sexual harassment.

“Supportive measures:” non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available and without fee or charge to the Complainant or Respondent before or after the filing of a formal complaint or where no formal complaint has been filed.

## **District Requirements**

When the District has actual knowledge of sexual harassment in an education program or activity of the District, the District will respond promptly in a manner that is not deliberately indifferent. When the harassment or discrimination on the basis of sex does not meet the definition of sexual harassment, the Title IX Coordinator will direct the individual to the applicable sex discrimination process for investigation.

The District treats individuals who are alleged to be the victim (Complainant) and perpetrator (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive measures. Supportive measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the District’s property, campus escort services, changes in work locations and other similar measures.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Upon the receipt of a complaint, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant’s wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint. If the District does not provide the Complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

## **Timelines**

The District has established reasonably prompt time frames for the conclusion of the grievance process, including time frames for filing and resolving appeals and informal resolution processes. The grievance process may be temporarily delayed or extended for good cause. Good cause may include considerations such as the absence of a party, a party’s advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. In the event the grievance process is temporarily delayed for good cause, the District will provide written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action.

## **Response to a Formal Complaint**

At the time of filing a formal complaint, a Complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, by electronic mail, or other means designated by the District.

The District must follow the formal complaint process before the imposition of any disciplinary sanctions or other actions that are not supportive measures. However, nothing in this policy precludes the District from removing a Respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. Nor does it preclude the District from placing a non-student employee Respondent on administrative leave during the pendency of the grievance process. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Upon receipt of a formal complaint, the District must provide written notice to the known parties including: Notice of the allegations of sexual harassment, including information about the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, the date and location of the alleged incident, and any sufficient details known at the time. Such notice must be provided with sufficient time to prepare a response before any initial interview;

An explanation of the District's investigation procedures, including any informal resolution process;

A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;

Notice to the parties that they may have an advisor of their choice who may be, but is not required to be, an attorney, and may inspect and review any evidence and

Notice to the parties of any provision in the District's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the District decides to investigate allegations about the Complainant or Respondent that are not included in the notice initially provided, notice of the additional allegations must be provided to known parties.

The District may consolidate formal complaints as to allegations of sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

### **Investigation of a Formal Complaint**

When investigating a formal complaint and throughout the grievance process, the District must: Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not the parties;

Provide an equal opportunity for the parties to present witnesses and evidence;



Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;

Allow the parties to be accompanied with an advisor of the party's choice who may be, but is not required to be, an attorney. The District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party is expected to participate, with sufficient time for the party to prepare to participate;

Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint and comply with the review periods outlined in this process;

Objectively evaluate all relevant evidence without relying on sex stereotypes;

Ensure that Title IX Coordinators, investigators, decision-makers and individuals who facilitate an informal resolution process, do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent;

Not make credibility determinations based on the individual's status as Complainant, Respondent or witness;

1. Not use questions or evidence that constitute or seek disclosure of privileged information unless waived

### **Dismissal of Formal Complaints**

If the conduct alleged in the formal complaint would not constitute sexual harassment even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under this policy.

The Title IX Coordinator also may dismiss the formal complaint or any allegations therein at any time during the investigation or hearing, if applicable, when any of the following apply:

1. a Complainant provides written notification to the Title IX Coordinator that the Complainant would like to withdraw the formal complaint or any allegations therein;
2. the Respondent is no longer enrolled or employed by the District or
3. specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the reasons for dismissal simultaneously to both parties.

## **Evidence Review**

The District provides both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. The evidence provided by the District must include evidence that is directly related to the allegations in the formal complaint, evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or other source. Prior to completion of the investigative report, the Title IX Coordinator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties have 10 calendar days to submit a written response to the Title IX Coordinator, which the investigator will consider prior to completion of the investigative report.

## **Investigative Report**

The investigator must prepare an investigative report that fairly summarizes relevant evidence and send the report to the Title IX Coordinator. The Title IX Coordinator must send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response. The parties have 10 calendar days to submit a written response to the Title IX Coordinator.

## **Decision-Maker's Determination**

The investigative report is submitted to the decision-maker. The decision-maker cannot be the same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a hearing or make a determination regarding responsibility until 10 calendar days from the date the Complainant and Respondent receive the investigator's report.

Prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. Questions must be submitted to the Title IX Coordinator within three calendar days from the date the Complainant and Respondent receive the investigator's report.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence standard. The decision-maker's written determination must:

1. Identify the allegations potentially constituting sexual harassment;
2. Describe the procedural steps taken, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
3. Include the findings of fact supporting the determination;

4. Draw conclusions regarding the application of any District policies and/or code of conduct rules to the facts;
5. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any recommended disciplinary sanction(s) imposed on the Respondent, and whether remedies designed to restore or preserve access to the educational program or activity will be provided by the District to the Complainant and
6. The procedures and permissible bases for the Complainant and/or Respondent to appeal the determination.

A copy of the written determination must be provided to both parties simultaneously, and generally will be provided within 60 calendar days from the District's receipt of a formal complaint.

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Where a determination of responsibility for sexual harassment has been made against the Respondent, the District will provide remedies to the Complainant that are designed to restore or preserve equal access to the District's education program or activity. Such remedies may include supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective implementation of any remedies. Following any determination of responsibility, the District may implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated agreement. For students, the sanctions may include disciplinary action, up to and including permanent exclusion. For employees, the sanctions may include any form of responsive discipline, up to and including termination.

## **Appeals**

Either the Complainant or Respondent may appeal the decision-maker's determination regarding responsibility or a dismissal of a formal complaint, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time that could affect the outcome and
3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent that affected the outcome.

The request to appeal must be made in writing to the Title IX Coordinator within seven calendar days after the date of the written determination. The appeal decision-maker must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent and cannot be the Title IX Coordinator, the investigator, or the decision-maker from the original determination.

The appeal decision-maker must notify the other party in writing when an appeal is filed and give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the

outcome. After reviewing the evidence, the appeal decision-maker must issue a written decision describing the result of the appeal and the rationale for the result. The decision must be provided to both parties simultaneously, and generally will be provided within 10 calendar days from the date the appeal is filed.

### **Informal Resolution Process**

Except when concerning allegations that an employee sexually harassed a student, at any time during the formal complaint process and prior to reaching a determination regarding responsibility, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility, provided that the District:

1. Provides to the parties a written notice disclosing:
  - A. The allegations;
  - B. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the Title IX formal complaint process with respect to the formal complaint and
  - C. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process.

The informal resolution process generally will be completed within 30 calendar days, unless the parties and the Title IX Coordinator mutually agree to temporarily delay or extend the process. The formal grievance process timelines are stayed during the parties' participation in the informal resolution process. If the parties do not reach resolution through the informal resolution process, the parties will resume the formal complaint grievance process, including timelines for resolution, at the point they left off.

### **Recordkeeping**

The District must maintain for a period of seven years records of:

1. Each sexual harassment investigation, including any determination regarding responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant designed to restore or preserve equal access to the District's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom and

4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District must make these training materials publicly available on its website.

The District must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the District must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity.

Policy ACA/ACAA and Reg. ACA/ACAA-R

## **Student Records**

### **ALL EMPLOYEES:**

All employees must follow the Board student records policy.

Policy JO and Reg. JO-R

## **Student Supervision**

### **ALL EMPLOYEES:**

When students are in school, engaging in school-sponsored activities, or traveling to and from school on school buses, the school is responsible for them. School employees assigned to their supervision serve in loco parentis.

All students shall be under assigned adult supervision at all times when they are in school, on school grounds, traveling under school auspices or engaging in school-sponsored activities. School employees assigned this supervision are expected to act as reasonably prudent adults in providing for the safety of the students in their charge.

No employee shall leave his/her assigned group unsupervised except if an arrangement has been made to take care of an emergency.

During school hours or while engaging in school-sponsored activities, students shall be released only into the custody of parents or persons caring for students in the absence of parents.

## **Testing Security Concerns and Procedures**

### **ALL EMPLOYEES:**

It is the School District's intent to comply with the State Department of Education's guidelines for test security.

The Director of Curriculum, Assessment and Staff Development is designated as the District's Test Coordinator (DTC) and each building principal is designated as the Building Test Coordinator (BTC) for his/her building. The DTC and BTCs are responsible for assuring that all the assessment administration and assessment security provisions adopted by the State Board of Education, and all assessment procedures adopted by the State Department of Education and this District, are followed explicitly by the

appropriate staff. The DTC is responsible for making sure all statewide assessment materials (i.e., achievement tests) and assessment procedures are secure and not made available to unauthorized parties. The BTC is responsible for assessment security within his/her school, and for appointing a sufficient number of examiners and monitors to satisfy State regulations. The DTC shall identify each person by name with a designated title as being either a building test coordinator, test administrator, monitor, translator, or scribe in the District or participating school who is authorized to be present in an assessment room during an assessment session, including a makeup session, and/or who is authorized to have access to the assessment materials.

The DTC and BTCs are responsible for assuring that all assessment security provisions are met while assessment materials remain in the District and/or the participating schools.

Persons designated as test administrators are responsible for assuring that all assessment security provisions are met while each assessment administration session is in progress and accounting for all assessment booklets by serial number, all CDs containing English audio and foreign language translation of assessments, all answer documents, and all tape recorded student responses from the translation sessions received from a BTC, until such time as test administrators return said assessment materials to the BTC.

No person shall reveal, cause to be revealed, release, cause to be released, reproduce or cause to be reproduced any secure assessment materials through any means or medium including, but not limited to, electronic, photographic, photocopy, written, paraphrase, or oral.

No unauthorized person shall be permitted to be in an assessment room during any assessment session or be permitted to have access to any secure assessment materials at any time such materials are in the District or participating school.

All assessment administration rooms shall be selected such that assessment security can be maintained while student comfort is maximized.

During each assessment administration period, assessments shall be administered in the order and timeframe prescribed by the Ohio Department of Education.

No student shall take any assessment more than once during any assessment administration period unless authorized by the Ohio Department of Education.

Except for accommodations made in accordance with the rules adopted by the State Board of Education, only materials specifically designated by the Ohio Department of Education shall be provided to students and/or permitted in the assessment administration room during testing.

The test administrators and all adult monitors assigned to an assessment administration room shall be informed of, and agree to follow, all prescribed assessment administration and assessment security provisions. Examiners and monitors must remain in the assigned assessment administration room during the entire administration of any assessment to assure compliance with rules governing assessment administration (as adopted by the State Board of Education and/or the Ohio Department of Education).

The following procedures are to be followed in each participating school:

A. All statewide assessment test materials and communications concerning assessments that are

received from the State are to be opened by the BTC.

- B. Statewide assessment booklets, answer documents, and all other assessment materials and instructions are to be secured in a locked cabinet or room before, after, and between assessment administration sessions.
- C. Access to the cabinet or room is permitted only by the BTC and/or the building principal. If the principal is not available and access is required, the DTC is to be contacted. If s/he is not available, the Superintendent is to be contacted.
- D. Each examiner shall sign for the number of copies of Statewide assessments and assessment procedures s/he receives from the BTC as well as a statement of assurance that s/he will abide by the State-designed assessment procedures, will not reproduce or cause to be reproduced any of the Statewide assessments or procedures, or distribute such materials to any person other than the students who shall be taking the assessments.
- E. Only the DTC, BTC, building principal, test administrator, and properly-trained adult monitors may be present in the assessment room while the assessments are being administered. The ratio of students to examiners/monitors shall not exceed thirty (30) to one (1).

If a test administrator, adult monitor or other professional staff member has reason to believe that there has been an assessment security violation or any alleged unethical testing practice committed by a student or other person, s/he shall contact the BTC, DTC and/or building principal immediately and provide the names of the alleged violators and the nature of the alleged violation(s). The principal shall promptly investigate the alleged violation(s) to verify whether or not they occurred and recommend action(s) to be taken for any confirmed violation(s).

Policy IL & IL-R

## **Tobacco Use**

Comply with Collective Bargaining Agreement

### **ALL EMPLOYEES:**

For purposes of this section, "tobacco use" shall mean use of electronic cigarettes and other such devices, all uses of tobacco, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, any other matter or substances that contain tobacco, papers used to roll cigarettes and other lighted smoking devices for burning tobacco or any other plant.

The Board prohibits smoking and the use of tobacco by all employees at all times within any facility owned, leased or contracted for use by the Board, including Board-owned vehicles. Such prohibition also applies to school/agency grounds and school/agency-related events.

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

Policy GBK

## Transfers/Vacancies

Comply with Collective Bargaining Agreement

### ALL EMPLOYEES:

Employees that would like an open position within the District must follow the procedures set forth in their negotiated agreements. Refer to FEA Master Agreement Article 6 Assignments, Vacancies, and Transfers or OAPSE Master Agreement Article 11 Vacancy and Bid Procedures.

## Transportation

### ALL EMPLOYEES:

The transportation manager, school bus drivers, bus aides and drivers of vehicles other than buses for the purpose of transporting students shall comply with all applicable provisions of the Ohio Revised Code and the Ohio Administrative Code. Employees should refer to the *Ohio Pupil Transportation Operation and Safety Rules* from the Ohio Department of Education, which is incorporated by reference into this handbook. Failure to comply may result in discipline up to and including termination.

## Tutoring

### ALL EMPLOYEES:

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 the Superintendent and must be in accordance with District requirements and guidelines for community use of school facilities.

## Use of Equipment, Facilities, Keys and Codes

### ALL EMPLOYEES:

Board-owned equipment will not be loaned for non-district school use off school property. If equipment is required for the use of those granted permission to use District facilities, it may be loaned in accordance with Board of Education policy on the use of school facilities.

Keys for entering schools and/or classrooms will only be distributed by the Director of Facilities and Operations or designated building principals. Only those staff members who are responsible for the operation of a particular space shall receive a key. Staff members are required to sign out keys from their principals and maintain the keys with high security. At the end of each school year, all nine month employees will return and sign that all keys have been properly returned.

Security codes will be provided to the appropriate personnel upon employment to Fremont City Schools. Codes will be assigned by the Director of Facilities and Operations. All code lists will be maintained



through the Director of Facilities and Operations. All code changes or modifications will be done through the Director of Facilities and Operations. Employee should not share their confidential codes.

Policy EDC

## Visitors to Classrooms

### ALL EMPLOYEES:

The Board encourages parents and other citizens of the District to visit classrooms to observe the work of the schools and to learn what the schools are doing. Visits should be scheduled with the teacher, in advance, to avoid any unnecessary disruption to classroom instruction or activities.

To maintain the safety of students and staff and to ensure that no unauthorized persons enter buildings, all visitors must first report to the main office to receive authorization to visit. (Authorization is not needed for school programs, assemblies, graduations and athletic events.)

All participants and spectators of school programs, assemblies, graduations and athletic events are expected to abide by all applicable laws, local ordinances, Board policies and District and building regulations pertaining to public conduct on District property.

School principals and their designees are authorized to take appropriate action to prevent and remove, if necessary, unauthorized persons from entering District buildings, loitering on the grounds and/or creating disturbances anywhere on District property.

Policy KK

## Workers' Compensation

Comply with Collective Bargaining Agreement

### ALL EMPLOYEES:

1. All work-related injuries must be reported by the employee to his/her administrator/supervisor immediately following the incident, but no later than the end of that day.

All injured employees must complete an Injury/Accident/incident Report immediately following the incident. All injuries that require medical treatment will be fully investigated by the supervisor and/or Director of Human Resources.

2. All employees must report to their supervisor immediately after receiving the initial medical treatment. (All medical treatment documentation will be forwarded to the employer by the Occupational Health Provider) The only exception is a medical condition that prevents the employee's return, in which case a phone call is required from the injured worker to their supervisor. Medical proof of the exception will be forwarded to the employer by the Occupational Health Provider.
3. Any employee who is unable to return to his/her regular work will be assigned to the Transitional Work Program following the prescribed medical restrictions.

Policy GBE / Reg. GBE-R

## **Fremont City Schools Employee Handbook Acknowledgement Form**

This employee handbook has been prepared for your information and understanding of the policies/guidelines, philosophies and practices and benefits of Fremont City Schools. Please read it carefully. Upon completion of your review of this handbook, click submit on the online link by September 30 to verify your complete review of the Fremont City Schools Employee Handbook which outlines the policies/guidelines, benefits and expectations of Fremont City Schools, as well as my responsibilities as an employee. I have familiarized myself with the contents of this handbook. I acknowledge, understand, accept and agree to comply with the information contained in the Employee Handbook provided to me. I understand this handbook is not intended to cover every situation which may arise during my employment, but is simply a general guide to the goals, policies/guidelines, practices and expectations of Fremont City Schools. I have reviewed the Employee Handbook and understand that the Fremont City Schools Employee Handbook is not a contract of employment and should not be deemed as such.

Fremont City Schools Board policy of nondiscrimination extends to students, staff, job applicants, the general public, and individuals with whom it does business and applies to race, color, national origin, ancestry, citizenship status, religion, sex, sexual orientation, gender identity, economic status, age, disability, military status or genetic information.

**FREMONT CITY BOARD OF EDUCATION**  
**Regular Meeting**  
**Summary**  
**July 12, 2021**

Roll Call

**MOTION 111-21      APPROVAL OF MINUTES**  
Regular meeting held June 28, 2021

**MOTION 112-21      COMMUNITY – ITEM 1**  
Item 1 – Approval of donations

**MOTION 113-21      FACILITIES AND OPERATIONS – ITEMS 2, 3, AND 4**  
Item 2 – Approval to enter into Agreement with Walsworth Publishing Company for publishing school yearbooks for the 2022-2024 school years.  
Item 3 – Approval of the contract with Vanguard-Sentinel Career & Technology Centers  
Item 4 – Approval of the contract with North Central Ohio Educational Service Center

**MOTION 114-21      FACILITIES AND OPERATIONS – ITEMS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, AND 17**

Item 5 – Approval to delete/suspend Policy EBEA – Use of Face Coverings (First Reading)  
Item 6 – Approval of revised Policy AC – Nondiscrimination (Second Reading)  
Item 7 – Approval of new Regulation AC-R – Discrimination Complaint Procedure (Second Reading)  
Item 8 – Approval of revised Policy DH – Bonded Employees and Officers (Second Reading)  
Item 9 – Approval of revised Policy EDC – Authorized Use of School-Owned Equipment (Second Reading)  
Item 10 – Approval of revised Policy EDE – Computer/Online Services (Acceptable Use and Internet Safety) (Second Reading)  
Item 11 – Approval of revised Regulation EDE-R – Computer/Online Services (Acceptable Use and Internet Safety) (Second Reading)  
Item 12 – Approval of revised Form EDE-E – Computer Network Agreement Form (Second Reading)  
Item 13 – Approval of revised Policy IGCB – Innovative Education Programs (Second Reading)  
Item 14 – Approval of revised Policy IGCK – Blended Learning (Second Reading)  
Item 15 – Approval of revised Policy JFG – Interrogations and Searches (Second Reading)  
Item 16 – Approval of revised Regulation JFG-R – Interrogations and Searches (Second Reading)  
Item 17 – Approval of revised Policy JN – Student Fees, Fines and Charges (Second Reading)

**FREMONT CITY BOARD OF EDUCATION**  
**Regular Meeting**  
**Summary – Page 2**  
**July 12, 2021**

**MOTION 115-21     STUDENT AND STAFF ACHIEVMENT – STAFF MATTERS – ITEMS 18, 19, 20, 21, 22, 23, 24, AND 25**

- Item 18 – Approval of Lump Sum Payment to the Superintendent
- Item 19 – Approval of resignations
- Item 20 – Approval of appointments
- Item 21 – Approval of resolution for supplemental duty positions
- Item 22 – Approval of teacher mentor
- Item 23 – Approval of student teacher mentor
- Item 24 – Approval of status changes
- Item 25 – Approval of leave of absence

**MOTION 116-21     CURRICULUM – ITEM 26**

- Item 26 – Approval of District Curriculum Management Plan

**MOTION 117-21     RESOLUTION FOR EXECUTIVE SESSION (O.R.C. 121.22) – ITEMS B AND J**

**MOTION 118-21     ADJOURNMENT**

**Fremont City Schools  
Board of Education  
Regular Meeting Minutes  
July 12, 2021**

The Fremont City Board of Education of the Fremont City School District, in Sandusky County, Ohio met on Monday, July 12, 2021, at 6:00 p.m. at the Fremont Middle School, 1250 North Street, Fremont, Ohio and Live Stream District Website: <http://www.fremontschools.net/boelivestream>.

Board President Alex Gorobetz presiding

Pledge of Allegiance

|            |   |         |
|------------|---|---------|
| Roll Call: | Alex Gorobetz, Board President            | Present |
|            | Mary Alice Espiritu, Board Vice-President | Present |
|            | Shantel Laird                             | Present |
|            | Thomas Price                              | Present |
|            | Violetta R. Rhea                          | Present |

**MOTION 111-21     Approval of minutes**

Motion by Mr. Price, seconded by Mrs. Espiritu, to approve and sign the minutes of the regular meeting held June 28, 2021.

**Ayes: Price, Espiritu, Laird, Rhea, Gorobetz**  
**Motion carried. 5-0**

Walk on Items

- Mr. Detwiler requested to add the amount of \$2,788.16 to Item 4.

Legislative Liaison Report by Ms. Laird

- Ms. Laird shared a video from Chari Mullen, Fremont City Diversity & Inclusion Director on Critical Race Theory (CRT).

Superintendent's Report

- The Building Project Team was in town last week for the 11-month walk through.
- Save the date for Sunday, December 5, 2021. The District is planning a community wide open house for all the new buildings. The new and old high schools will also be available to walk through. A press release will be coming soon.
- There will be a meeting with all Superintendents on July 15. They plan to discuss and have a better understanding of what the CDC and Health Department regulations will be for the upcoming school year.
- Board Work Session – would like to discuss the online option during the next meeting.

**Fremont City Schools  
Regular Meeting  
July 12, 2021**

**COMMUNITY**

Recognition of Visitors

- None

First Hearing of the Public

- Justin Smith, Birchard Ave., Fremont  
He would like for the Board to consider passing a resolution to not teach Critical Race Theory in our District so that it does not happen in the future.
- Chris Mollis, Pinewood Dr., Fremont  
Critical Race Theory - He shared a list and an email with the Board.  
Politicians are using the kids.  
Everyone really needs to look at who is teaching our children.

Board Comments:

Mr. Gorobetz – Diversity training is not new to our District.

Ms. Laird requested to have Chari Mullen attend a future Board meeting.

Recommendations of the Superintendent

**MOTION 112-21**

Motion by Mrs. Rhea, seconded by Mrs. Espiritu, to approve community matters – Item 1.

**Item 1. Approval of donations**

It is recommended that the Board of Education approves the following donations:

| <u>Donor:</u> | <u>Item:</u> | <u>Value:</u> | <u>Donated To:</u>     |
|---------------|--------------|---------------|------------------------|
| Kiwanis Club  | Book         | \$8.95        | Lutz Elementary School |

**Ayes: Rhea, Espiritu, Laird, Price, Gorobetz**

**Motion carried. 5-0**

## FACILITIES AND OPERATIONS

### MOTION 113-21

#### Contracts

Motion by Mrs. Espiritu, seconded by Ms. Laird, to approve facilities and operations matters – Items 2, 3, and 4.

**Item 2. Approval to enter into Agreement with Walsworth Publishing Company for publishing school yearbooks for the 2022-2024 school years.**

It is recommended that the Board of Education approve the Agreement with Walsworth Publishing Company for publishing the Ross High School Yearbook for the 2022-2024 school years.

**Item 3. Approval of the contract with Vanguard-Sentinel Career & Technology Centers**

It is recommended that the Board approves the contract with Vanguard-Sentinel Career & Technology Centers for excess costs for Satellite services for the 2021-2022 school year at an estimated cost of \$25,000.00. This is a General Fund expenditure

**Item 4. Approval of the contract with North Central Ohio Educational Service Center**

It is recommended that the board approve the contract for Extended School Year Family Liaison services from June 2021 –August 2021at an estimated cost of \$2,788.16 with North Central Ohio Educational Service Center. This is a General Fund expenditure.

**Ayes: Espiritu, Laird, Price, Rhea, Gorobetz**  
**Motion carried. 5-0**

### MOTION 114-21

#### Policy

Motion by Mr. Price, seconded by Mrs. Rhea, to approve facilities and operations matters – Items 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17.

**Item 5. Approval to delete/suspend Policy EBEA – Use of Face Coverings (First Reading)**

It is recommended that the Board of Education approves the deletion/suspension of Policy EBEA – Use of Face Coverings (see attached).



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**Item 6. Approval of revised Policy AC – Nondiscrimination (Second Reading)**

It is recommended that the Board of Education approves revised Policy AC – Nondiscrimination (see attached).

**Item 7. Approval of new Regulation AC-R – Discrimination Complaint Procedure (Second Reading)**

It is recommended that the Board of Education approves new Regulation AC-R – Discrimination Complaint Procedure (see attached).

**Item 8. Approval of revised Policy DH – Bonded Employees and Officers (Second Reading)**

It is recommended that the Board of Education approves revised Policy DH – Bonded Employees and Officers (see attached).

**Item 9. Approval of revised Policy EDC – Authorized Use of School-Owned Equipment (Second Reading)**

It is recommended that the Board of Education approves revised Policy EDC – Authorized Use of School-Owned Equipment (see attached).

**Item 10. Approval of revised Policy EDE – Computer/Online Services (Acceptable Use and Internet Safety) (Second Reading)**

It is recommended that the Board of Education approves revised Policy EDE – Computer/Online Services (Acceptable Use and Internet Safety) (see attached).

**Item 11. Approval of revised Regulation EDE-R – Computer/Online Services (Acceptable Use and Internet Safety) (Second Reading)**

It is recommended that the Board of Education approves revised Regulation EDE-R – Computer/Online Services (Acceptable Use and Internet Safety) (see attached).

**Item 12. Approval of revised Form EDE-E – Computer Network Agreement Form (Second Reading)**

It is recommended that the Board of Education approves revised Form EDE-E – Computer Network Agreement Form.

**Item 13. Approval of revised Policy IGCB – Innovative Education Programs (Second Reading)**

It is recommended that the Board of Education approves revised Policy IGCB – Innovative Education Programs (see attached).

**Item 14. Approval of revised Policy IGCK – Blended Learning (Second Reading)**

It is recommended that the Board of Education approves revised Policy IGCK – Blended Learning (see attached).

**Item 15. Approval of revised Policy JFG – Interrogations and Searches (Second Reading)**

It is recommended that the Board of Education approves revised Policy JFG – Interrogations and Searches (see attached).

**Item 16. Approval of revised Regulation JFG-R – Interrogations and Searches (Second Reading)**

It is recommended that the Board of Education approves revised Regulation JFG-R – Interrogations and Searches (see attached).

**Item 17. Approval of revised Policy JN – Student Fees, Fines and Charges (Second Reading)**

It is recommended that the Board of Education approves revised Policy JN – Student Fees, Fines and Charges (see attached).

**Ayes: Price, Rhea, Espiritu, Laird, Gorobetz  
Motion carried. 5-0**

**STUDENT AND STAFF ACHIEVMENT**

**Staff Matters**

**MOTION 115-21**

Motion by Ms. Laird, seconded by Mrs. Rhea to approve staff matters – Items 18, 19, 20, 21, 22, 23, 24, and 25.

**Item 18. Approval of Lump Sum Payment to the Superintendent**

It is recommended that the Board approves the Superintendent to receive the same lump sum payment on the base that the FEA received in negotiation for the 2021 and 2022 school years.

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**Item 19. Approval of the following resignations**

Resignation  
Certified: Susann Davis  
Teacher - FMS  
Reason: Resignation  
Effective: End of 2020-21 contract year

Resignation  
Certified: Christopher Hill  
Teacher - Ross  
Reason: Resignation  
Effective: End of 2020-21 contract year

**Item 20. Approval of the following appointments**

A. Appointments for the 2021-2022 school year:

Name: Alexis Gedeon  
Certified Staff: Teacher  
Account: General  
Salary: BA, Step 1 @ \$37,052

Name: Marcy Headley\*  
Certified Staff: Teacher  
Account: General  
Salary: BA, Step 1 @ \$37,052

Name: Rebecca Spicer\*  
Certified Staff: Teacher  
Account: General  
Salary: BA, Step 1 @ \$37,052

\*Employment of the above certified employees is contingent upon successful completion of all pre-employment requirements

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**Item 21. Approval of resolution for supplemental duty positions**

It is recommended that the following resolution be approved for adoption:

**NOW, THEREFORE, BE IT RESOLVED:**

Section 1. The supplemental duty positions set forth in Section 2 of this resolution have been offered to those employees of the Fremont City Schools who have a license issued under O.R.C. 3319.22, and no such employees who are qualified to fill the positions have accepted them, and the positions have then been advertised or otherwise made available to any individuals with such a license who are qualified to fill them and who are not employed by the Board, and no such persons have applied for and accepted the positions.

Section 2. The Board hereby employs the following non-certified persons to perform the listed supplemental duties at the stated rate of pay for the 2021-2022 school year:

| <u>Name</u>     | <u>Building</u> | <u>Duty</u>  | <u>Amount</u> |
|-----------------|-----------------|--|---------------|
| Gerald Binder*  | Ross            | Varsity Asst Football Coach D-0 (1/2 stipend)      | \$2,193.00    |
| Kathleen Hubley | Ross            | H.S. Asst Cheerleading Coach H-2                   | \$2,376.00    |
| Ray Long        | Ross            | Varsity Asst Football Coach D-10 (1/2 stipend)     | \$2,558.50    |
| Michael Rankin* | Ross            | Varsity Asst Football Coach D-6 (1/2 stipend)      | \$2,467.50    |
| Veronica Zaciek | Ross            | Varsity Asst Soccer Coach-Girls' F-0 (1/2 stipend) | \$1,462.00    |

Section 3. The Board President, Superintendent and Treasurer are authorized to execute supplemental duty contracts with the person identified in Section 2 of this resolution.

Section 4. The Board finds that the resolution has been adopted in accordance with all legal requirements including O.R.C. Sec. 121.22.

\*Employment of the above coach is contingent upon successful completion of all pre-employment requirements.

Note: Supplemental contracts for 2021-22 may be prorated at their daily rate dependent on the portion of the season completed.

**Item 22. Approval of the following teacher mentor**

It is recommended that the Board approves Cristyn Kocsis as mentor for the 2020-2021 school year to be paid \$625.00. This is a General Fund expenditure.

**Item 23. Approval of the following student teacher mentor**

It is recommended that the Board approves the following junior student teacher mentor for the 2020-2021 school year to be paid from Heidelberg University through the General Fund:

Elizabeth Hamaker \$75.00

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**Item 24. Approval of the following status changes**

It is recommended that the Board approves the status change of Hannah Kohler-Blausey from BA degree Step 1 @ \$37,052 to MA degree Step 4 @ \$47,427 effective for the 2021-2022 school year.

It is recommended that the Board approves the status change of Brenah Rohrbacher from BA degree Step 1 @ \$37,052 to MA degree Step 6 @ \$51,495 effective for the 2021-2022 school year.

It is recommended that the Board approves the status change of Amanda Williams from BA degree Step 1 @ \$37,052 to BA degree Step 3 @ \$40,231 effective for the 2021-2022 school year.

It is recommended that the Board approves the status change of Jennifer Ziegler-Long from BA degree Step 1 @ \$37,052 to ME degree Step 11 @ \$63,255 effective for the 2021-2022 school year.

It is recommended that the Board approves the status change of Kenneth Missler from Custodial II (A-27.01) at Lutz Elementary, Step 1 @ \$17.11 per hour to Custodial II (A-27.01) at Lutz Elementary, Step 5, 2<sup>nd</sup> year @ \$18.75 per hour effective May 24, 2021.

It is recommended that the Board approves the status change of Kimberlie Myers from Classified Payroll/Benefits Coordinator at District Office, Step 3 @ \$19.00 per hour to Classified Payroll/Benefits Coordinator at District Office, Step 10, 2<sup>nd</sup> year @ \$20.54 per hour effective December 15, 2020.

**Item 25. Approval of the following unpaid leave of absence**

It is recommended that the Board approves Linda Schalk for an unpaid leave of absence, effective for the 2021-2022 contract year, Pursuant to ORC 3319.13.

**Ayes: Laird, Rhea, Espiritu, Laird, Gorobetz  
Motion carried. 5-0**

**CURRICULUM**

**MOTION 116-21**

Motion by Mr. Price, seconded by Mrs. Espiritu, to approve curriculum matters – Item 26.

**Item 26. Approval of district Curriculum Management Plan**

It is recommended that approval be granted to approve the district Curriculum Management Plan as approved by the Curriculum Quality Control Committee.

**Ayes: Price, Espiritu, Laird, Rhea, Gorobetz  
Motion carried. 5-0**

## **FISCAL**

### Report of the Treasurer

- It has been a busy couple of months, but I am happy to report that FY21 has been closed.

### Recommendations of the Treasurer

- None

## **BOARD MEMBER COMMUNICATION AND INFORMATION**

It is so nice to see guests coming to the meetings again. Where is Mr. Sorg?

Thank you so the guest speakers. The Board appreciates and welcomes input from the community.

Math Camp has started. It is nice to see students taking part in this program and it is a good experience.

Thank you for the donations.

Looking forward to the community open house and being able to come together and view the new schools.

Looking forward to hearing about the plan for blended learning.

Our District has the opportunity to do some voting for OSBA.

- Would like to showcase a program for student achievement
- Nominate some student art work for displays

The Board would like to emphasize that this school District strives to be inclusive and apolitical. We want our students to learn how to be critical thinkers within the framework of the standards prescribed in the curriculum we are required to teach. The apolitical nature of our District is something we work really hard to be aware of.

### **MOTION 117-21     RESOLUTION FOR EXECUTIVE SESSION (O.R.C. 121.22)**

Ms. Laird, seconded by Mr. Price, made the motion to enter into executive session (O.R.C. 121.22) for Items B: To consider the employment of a public employee or official and J: To consider the sale of property at competitive bidding.

The Board moved into Executive Session at 6:43 p.m.

The Board returned to Regular Session at 8:25 p.m.

**Ayes: Laird, Price, Rhea, Espiritu, Gorobetz**

**Motion carried. 5-0**

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**MOTION 118-21    Adjournment**

Motion by Ms. Laird, seconded by Mrs. Rhea, to adjourn the regular board meeting at 8:26 p.m.

**Ayes: Laird, Rhea, Espiritu, Price, Gorobetz**  
**Motion carried. 5-0**

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**APPROVED:**

\_\_\_\_\_  
**President**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Treasurer**