

# *Introduction*

## *WELCOME TO THE LOUDONVILLE-PERRYSVILLE EXEMPTED VILLAGE SCHOOL DISTRICT*

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On behalf of everyone at the **Loudonville-Perrysville (L-P) Exempted Village School District (EVSD)** we welcome you. We are pleased you have joined our team. We seek to make the L-P School District a great place to work. We are genuinely interested in your welfare and employment satisfaction. We hope that you will hold a similar interest in our District and in the services we provide to our community.

Each and every employee's position at the L-P School District is important to our continued success. We urge you never to lose sight of the importance of your performance and contributions to our overall effectiveness.

- We welcome you.
- We challenge you.
- We encourage you to contribute.
- We expect you to cooperate.
- We allow you to accomplish.
- We invite you to share our commitment.

It takes a team of dedicated people to provide quality services to the communities of the L-P School District. We recognize that you and all employees are the cornerstone of our services. With that in mind, we personally wish you success as you begin your work here at the L-P School District.

Yours in Quality Public Education,

*Catherine Puster*

Catherine Puster, MEd, Superintendent

*Christine Angerer*

Christine Angerer, Treasurer/CFO

## *MISSION STATEMENT*

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The L-P School District, in partnership with students, families and the community, will provide a safe and challenging educational environment where all students have the opportunity to reach their highest potential and become well-rounded citizens in a global society.

## *LOUDONVILLE-PERRYSVILLE EVSD*

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The L-P School District encompasses 119 square miles in North Central Ohio, the heart of Mohican Country and the gateway to Amish Country. The District serves students residing in portions of Ashland, Holmes, Knox, and Richland Counties.

The residents of the L-P School District are justifiably proud of the longstanding tradition of providing outstanding academic and athletic opportunities to the community's young people. The accomplishments of our students, both in the classroom and on the playing field, are reflections of their hard work and the support they receive from the community.

Along with the employment and benefits we offer go certain responsibilities and obligations that you are expected to meet. Your most important responsibility is to help fulfill our mission.

# *Administrative Policies*

## *MANAGEMENT PREROGATIVE*

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This handbook is designed to answer some of your questions and provide you with information you will need on the job at the L-P School District. From time to time, the District may alter, suspend or cancel some of the practices or policies contained in this handbook. We will make every effort to notify you of those changes as they occur.

It is the purpose of this handbook to acquaint our employees in a general fashion with the policies and philosophies of the District. By no means is the handbook to be considered as all-inclusive of the District's policies, rules and procedures, all of which may from time to time be changed or revised as the District deems appropriate. The provisions of this handbook do not establish a definite term or contractual period of employment, but, instead, all employees shall retain the status of employees at will unless this arrangement is altered by a separate, written agreement.

**It is possible that a conflict may arise between a statement in this handbook and an applicable employment contract or Board policy. If such a conflict arises, the terms and conditions in those contracts and/or Board policies will govern without nullifying any other policies in the employee handbook.**

Note on Grammar:

Words, whether in the masculine or feminine genders, shall be construed to include all people. By the use of the masculine or feminine genders it is understood that the use is for convenience purposes only and it is not intended to be discriminatory.

## *EQUAL OPPORTUNITY AND EMPLOYMENT*

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The L-P School District provides equal opportunity for employment and advancement regardless of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except where authorized by law), religion, military status, ancestry or genetic information and maintains a long-established policy of nondiscrimination toward all employees and applicants for employment. All aspects of employment with us will be governed on the basis of competence and qualifications and will not be influenced in any manner by race, color, religion, sex, age, national origin, disability, or status as a Vietnam-era or special disabled veteran in accordance with applicable federal, state and local laws governing nondiscrimination in employment.

This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

## *ACCOMMODATION OF INDIVIDUALS WITH DISABILITIES*

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The L-P School District complies with the Americans with Disabilities Act and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The District also provides reasonable accommodation for such individuals in accordance with these laws. Without limitation, it is the District's policy to ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner during their pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner throughout their term of employment.

## *HIRING PROCEDURE*

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The L-P School District utilizes a selective application procedure to ensure that the most qualified candidates are hired. All positions will be selected in accordance with the provisions of the District. All positions will be posted when an opening arises.

### **Criminal Record Check**

The District shall require a criminal record check of candidates pursuant to Board Policy, including Board Policy 3121, 4121, and related Administrative Guidelines.

## *EMPLOYMENT CLASSIFICATIONS*

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The following employee classifications are used for wage administration and eligibility for overtime payments and benefits.

**Full time employees** are those who work a full-time, forty (40) hour minimum workweek on a regular basis.

**Part-time employees** are those who work less than forty (40) hours per week on a regular basis.

For the purposes of this handbook, employees are classified as follows:

**Classification 1** will consist of:

- Principals
- Assistant Principals
- Assistant Principal & Athletic Director
- Director of Pupil Personnel Services
- Director of Curriculum, Instruction and Assessment

Classification 1 employees are exempt from overtime, in accordance with applicable federal wage and hour laws.

**Classification 2** will consist of:

- Food Service Supervisor
- Transportation Supervisor
- Assistant Transportation Supervisor
- Buildings and Grounds Supervisor
- Assistant Buildings and Grounds Supervisor

Classification 2 employees are exempt from overtime, in accordance with applicable federal wage and hour laws.

**Classification 3**

- Assistants to the Treasurer/CFO
- Secretary to the Superintendent/CEO
- Education Management Information System Coordinator

Classification 3 employees are not exempt from overtime, in accordance with applicable federal wage and hour laws.

Please direct any questions regarding your employment classification status to the Treasurer/CFO.

## *OPEN DOOR POLICY*

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Your relationship with us is an extremely important one. The best way to develop a lasting relationship is to be honest, open and frank.

It is important that any problems be discussed openly so that a fair solution can be reached. Most problems can be solved, but if they are not discussed when they first occur, they usually become more serious. Informal discussion between an employee and management is recognized as the most effective means of preventing and solving problems.

It is everyone's responsibility to help maintain good working relationships by discussing their problems and cooperating to resolve the issues.

If there is anything you do not understand, you are responsible for seeking clarification.

We have an open door policy which allows you to discuss any questions, problems, complaints or suggestions which may arise as a result of your job. We encourage you to look at ways of improving our operations. Any ideas will be carefully considered.

### **We welcome your suggestions and ideas.**

The first step in handling an issue is to discuss it with your immediate supervisor. If the issue is not resolved, then you are instructed to follow the chain of command described below. The decision reached by the Board of Education is final.

#### **Classification 1 and 2 Chain of Command**

First – Superintendent/CEO

Second – Personnel Committee of the Board of Education

Third – The Board of Education

#### **Chain of Command for Assistants to Treasurer**

First – Treasurer/CFO

Second – Personnel Committee of the Board of Education

Third – The Board of Education

#### **Chain of Command for Secretary to the Superintendent**

First – Superintendent/CEO

Second – Personnel Committee of the Board of Education

Third – The Board of Education

#### **Chain of Command for Education Management Information System Coordinator**

First – Treasurer/CFO

Second – Superintendent/CEO

Third – Personnel Committee of the Board of Education

Fourth – The Board of Education

## *PERSONNEL RECORDS*

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The District will maintain a personnel file on each employee. From time to time, information will be added to this personnel file regarding an individual's employment status with the District. Personnel files are the property of the L-P School District and will be treated the same as any other confidential information.

The following provisions apply with respect to the District's standards for establishing, maintaining, and handling employee personnel files:

- All official records concerning an employee will be kept as up to date as possible. All employees shall promptly report all pertinent personal information and data changes to their respective office. Such information changes would include: address, telephone number, marital status, number of dependents, and emergency contact information.
- Employees will be permitted to review their personnel file under appropriate supervision. Employees may make copies of the information in their personnel file. Employees are not permitted to take their personnel files with them.
- Information regarding the medical condition or history of an employee will be kept in a separate file with restricted access.

The following information, if applicable, will be kept in your personnel file:

1. Original resume and employment application and release statement
2. Employment Eligibility Verification (Form I-9)
3. Performance evaluation reports
4. Disciplinary action notices
5. Special commendation information
6. Educational achievement records
7. Status changes affecting employee's work and salary history
8. Signed copy of the Acknowledgement of Receipt of Employee Handbook
9. Results of Criminal Background Checks (BCI/FBI)
10. Other relevant documents

Personnel files of former employees are maintained in accordance with applicable state and federal laws.

## WORK HOURS

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The work hours for all employees are determined by the following:

- 1) District needs,
- 2) Department priorities,
- 3) Responsibility level of the employee.

From time to time, it may be necessary for you to perform overtime work. All non-exempt employees will receive 1 ½ hours of compensatory time for every hour worked in excess of forty (40) hours per week. When it is necessary to work overtime, you are expected to cooperate as a condition of employment. *All overtime must be approved by your supervisor before it is worked.*

Non-exempt employees are provided and expected to take a one-half hour or a one hour lunch period every day.

## EMPLOYEE EVALUATION

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### Classification 1 Evaluations

The Board of Education and the administrative staff recognize the importance of a regular, objective and positive evaluation procedure. The evaluation shall be considered by the Board in deciding whether to renew the contract of employment of an Administrator. In accordance with O.R.C. 3319.02 (D), building principals and assistant principals shall be evaluated based on principles comparable to those of teacher evaluation.

The evaluation shall be a written process including discussion of the evaluation between the Administrator and the evaluator, consistent with Board Policy 1530 – Evaluation of Administrators, as may be amended from time to time by the Board. A copy of each evaluation shall be placed in the Administrator's personnel file.

In years in which the Administrator's contract expires, there shall be at least two written evaluations. The Administrator shall receive a written copy of his/her preliminary evaluation at least 60 days prior to any action by the Board on that Administrator's contract of employment. A final written evaluation shall be given to the Administrator at least five (5) days prior to any action by the Board on that Administrator's contract of employment. This final evaluation must include the Superintendent's intended recommendation on the renewal or non-renewal of the Administrator's contract.

The establishment of this evaluation procedure shall not create a legal expectancy of continued employment or a property interest in continued employment, and shall not be deemed a part of any individual's administrator's contract or otherwise create a contractual

obligation of the Board. The Board makes the final determination regarding the renewal or non-renewal of the contract of any Administrator. To the extent that any of the procedures contained herein exceed the requirements of Ohio law, such procedures shall not be construed as a pre-condition to contract non-renewal and shall not prevent the Board from proceeding with a contract non-renewal which otherwise satisfies the minimum requirements of Ohio law.

The evaluation process shall be conducted by the Superintendent or designee.

### **Classifications 2 and 3 Evaluations**

Each employee shall be annually evaluated by his/her immediate supervisor. The evaluation shall be completed by June 30 of each year.

## *SALARY PAYMENTS*

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All employees will be paid over twenty-six (26) equal pays per year. Salaries are normally paid on a bi-weekly basis, every other Friday.

Salary payment shall be made by means of direct deposit. Confirmation of direct deposit shall be made by e-mail.

Every seven (7) years or so, an every other Friday payment system will require having one (1) three-week pay period.

## *PAYROLL DEDUCTIONS*

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The paycheck you receive does not reflect 100% of your earnings because certain deductions must be taken out. Required deductions will be withheld automatically from your paycheck. Some of these include:

- ✓ STRS/SERS
- ✓ Federal Income Withholding Tax
- ✓ State Income Withholding Tax
- ✓ Local Income Withholding Tax
- ✓ Court Ordered Garnishment
- ✓ Ohio School District Income Tax (District Residents)

Authorized voluntary deductions for programs offered through the District may include:

- ✓ Insurance Premiums
- ✓ Individual Disability Insurance Premium
- ✓ 403(b) and 457 Contributions
- ✓ Others, as appropriate

## *SEVERANCE PAY*

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The District will pay to employees who are eligible for retirement payments under the STRS or SERS, who are retiring directly from employment in the L-P School District, severance pay based on the employee's rate of pay (includes extended time and supplemental contracts) at the time of retirement, not to exceed one-fourth (1/4) of his/her accrued, but unused, sick leave, and not to exceed a maximum of 65 days. Such payment shall be made only once to any employee. Payment for sick leave, on this basis, shall be considered to eliminate all sick leave accrued by the employee at that time. Payment shall be made within 30 days after the effective date of retirement.

An employee who has at least ten (10) years of public service with the District, another board of education in Ohio, or as an employee of the state or any of its political subdivisions shall be paid in cash for one-fourth, to a maximum of 65 days, the value of his/her accrued, but unused sick leave. This payment is to be made upon evidence of approval of retirement benefits by the STRS or SERS system and verification from the employee that the first check has been received. Payment will not, however, be made at the time of an employee's resignation from the District prior to retirement.

The above payments shall be exempt from deductions, except as provided by law.

## *TRAVEL EXPENSE REIMBURSEMENT*

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Employees who are required to travel during business hours shall be reimbursed for such travel at the rate established by the IRS. Travel to or from school at the beginning or end of the day shall not be reimbursed. Requests for travel expense reimbursement must be approved by the Superintendent.

## *PROFESSIONAL MEETINGS AND TRIPS*

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Professional meetings are defined as meetings, workshops, or conferences designed to improve the competence and performance of the participant in his/her field.

1. Request for attendance at professional meetings within the state and for no longer than three (3) days, shall be submitted on the appropriate form to the immediate supervisor, who will approve or disapprove and forward the request to the Superintendent of Schools. The Superintendent will then approve or disapprove the request on the relative merits, potential worth to the District, and the availability of funds.
2. Request for out-of-state conferences and professional meetings lasting longer than three (3) days will be submitted on the appropriate form one month prior to the date requested.
3. Reasonable reimbursement shall be made upon completion of the proper form requesting same, and the submission of receipts.
4. General Conditions
  - a. Meetings must be applicable to employee's area of current assignment.
5. Reimbursement Allocations

When professional leave is approved the following reimbursements shall apply:

- a. Lodging: A maximum of \$175.00 per night
- b. Meals: \$30.00 per day maximum
- c. Mileage: at the IRS rate up to a radius of 750 miles
  - (1) May substitute receipted air or surface transportation bills within limit.
  - (2) Parking reimbursed at the daily actual cost.
- d. Registration fee (receipt required)
- e. Miscellaneous expenses (receipts where possible)
- f. Reimbursement cut-off will be five (5) workdays after return.

## *WORK-RELATED SAFETY AND HEALTH CONCERNS*

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The L-P School District is committed to establishing and maintaining a healthy and safe workplace. In this regard, management, L-PEA and OAPSE will work cooperatively to resolve issues of workplace safety and health. Issues related to workplace safety and health on the part of non-union employees shall be raised to the Superintendent.

## *SEPARATION OF EMPLOYMENT*

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Although we wish that all relationships with employees would be long term and mutually rewarding, we recognize that some employees will leave.

Below are examples of some of the most common circumstances under which employment is terminated:

1. Resignation - Voluntary employment termination initiated by the employee, with a two (2) week advance notice.
2. Discharge - Involuntary employment termination initiated by the District.
3. Layoff - Involuntary employment termination initiated by the District for non-disciplinary reasons.
4. Retirement - Voluntary employment termination initiated by the employee meeting age, length of service and other criteria for retirement from the organization.

All separations of employment will be conducted pursuant to the statutes of the Ohio Revised Code.

Employees desiring to terminate their employment relationship with the District are urged to notify the District at least two weeks in advance of their intended termination. Notice should be given in writing to your supervisor or the Superintendent.

# *Employee Benefits & Time Off*

## *SUMMARY OF EMPLOYEE BENEFIT PROGRAMS*

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These benefits are designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and death, and to help you plan for retirement, deal with job-related or personal problems, and enhance your job-related skills.

The benefits listed here are detailed more fully in the summary plan descriptions provided by the insurance carriers. Although the District pays the cost of most benefit programs, the employee contributes to some of them.

### **Benefit programs and time off work include:**

- ✓ **Holidays**
- ✓ **Vacations**
- ✓ **Medical Insurance**
- ✓ **Section 125 Plan**
- ✓ **Life Insurance**
- ✓ **Dental Insurance**
- ✓ **Sick Leave**
- ✓ **Maternity/Paternity Leave**
- ✓ **Personal Leave**
- ✓ **Military Leave**
- ✓ **Assault Leave**
- ✓ **Leave without Pay**
- ✓ **Retirement Plan**
- ✓ **Annuities and Deferred Compensation Plan**
- ✓ **Professional Dues**
- ✓ **Tuition Reimbursement**
- ✓ **Criminal Background Check Reimbursement**

### **Government benefits contributed by the L-P School District include:**

- ✓ **STRS/SERS**
- ✓ **Workers Compensation**
- ✓ **State Disability Insurance**
- ✓ **Unemployment Insurance**

**The District's contribution for all benefit programs constitutes a silent but significant addition to each employee's paycheck.** We urge participating employees to read their summary plan descriptions and familiarize themselves with these benefits.

*HOLIDAYS*

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Eleven (11) and twelve (12) month employees receive the following paid holidays.

- Independence Day
- Labor Day
- Thanksgiving Day and the Friday after Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day or President's Day
- Good Friday
- Memorial Day

To receive holiday pay, employees must accrue earnings on the next preceding and next following scheduled work days before and after such holiday, or be properly excused from attendance at work on either or both of those days.

If any holiday falls on a Saturday or a Sunday, the employee shall be given either the previous Friday or the following Monday off at the discretion of the District.

If a non-exempt employee (Classification 3) is required to work on any holiday, he/she shall either be paid at the rate of one-and-a-half (1½) times his/her hourly equivalent, or be granted compensatory time off at the rate of one-and-a-half (1½) times his/her regular hours, at the discretion of the Superintendent. Such time shall be in addition to the holiday pay.

Holidays shall be counted as workdays for employees in considering overtime. The employee shall be credited with the regular number of hours he/she would have worked had there been no holiday.

Twelve-month employees will be given one-half (½) day off before Christmas and one-half (½) day off before New Year's Day.

Personnel required to work when school is not in session may use one-half (½) day personal leave the day prior to Christmas Day and New Year's Day or work four (4) nine hour work days prior to Christmas Day and New Year's Day or work one (1) full day on Christmas Eve or New Year's Eve to get one of the full days off.

# VACATIONS

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## Classification 1

Does not apply

## Classification 2 & 3

Vacation time off with pay is available to employees who work at least eleven months a year in order to provide opportunities for rest, relaxation, and personal pursuits.

All vacations must have the approval of the immediate supervisor and the Superintendent.

Employees may accumulate vacation time to the extent of no more than four weeks of continuous vacation in any given year. Only one week of vacation may be carried over.

Vacation allowance is determined at the discretion of the Board and the Superintendent.

Vacation Allowance:

### Classification #2

- Food Service Supervisor 0 Days
- Transportation Supervisor 15 Days
- Assistant Transportation Supervisor 15 Days
- Buildings and Grounds Supervisor 15 Days
- Assistant Buildings and Grounds Supervisor 15 Days

### Classification #3

- Assistants to Treasurer/CFO 17 Days
- Secretary to Superintendent/CEO 17 Days
- Education Management Information System Coordinator 15 Days

## MEDICAL INSURANCE

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The District offers two health insurance plans (including medical, prescription drug, dental, and vision):

Teacher Plan: Effective ~~October–November 1, 2015~~2018, the employee share of medical, prescription drug, dental, and vision insurance premiums will be ~~14.15%~~14.5% ~~for the 2015–2016 school year. Effective October 1, 2016, the employee share of medical, prescription drug, dental, and vision insurance premiums will be 14.5% for the 2016–2017 and 2017–2018 school years.~~

Employees shall have the option of not enrolling in the medical insurance plan (including medical, prescription drug, dental, and vision). Employees who opt not to enroll in all parts of the medical insurance plan will receive an annual payment of \$1,500. Employees must notify the Treasurer in writing of his/her intention by October 1 each year. Employees who choose to take this option will be paid in a yearly one-lump sum by the second pay in October of the following year.

OAPSE Plan: The employee share of medical, prescription drug, dental, and vision insurance premiums is:

~~78.5%~~78.5% effective August 1, ~~2015~~2018  
~~89.0%~~89.0% effective August 1, ~~2016~~2019  
~~89.5%~~89.5% effective August 1, ~~2017~~2020

Employees shall have the option of not enrolling in the medical insurance plan (including medical, prescription drug, dental, and vision). Employees who opt not to enroll in all parts of the medical insurance plan will receive an annual payment of \$1,500. Employees must notify the Treasurer in writing of his/her intention by December 15 of each year. Employees who choose to take this option will be paid in a yearly one-lump sum by the second pay in January of the following year.

Your portion of the insurance premiums is subtracted from your gross earnings before taxes are deducted, thus lowering your taxable income.

See the Summary Plan Description (SPD) for more information.

## *FLEXIBLE SPENDING ACCOUNTS*

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Flexible Spending Accounts (FSAs) are offered by the Board of Education for all employees who opt to enroll in a medical insurance plan. The Board will seed each non-union employee's account with \$350. The FSA plan shall meet all requirements of the Internal Revenue code and federal law.

## *LIFE INSURANCE*

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The District will pay the premium on a term life insurance policy and include AD & D for each employee during his/her employment.

Employees may purchase additional life insurance coverage at the group rate through payroll deduction, provided the insurance company will permit additional purchases.

See your summary plan description for more information.

The face value of the life insurance policy is as follows.

### **Classification 1 and 2 Life Insurance Policy**

The face value amount is \$50,000.

### **Classification 3 Life Insurance Policy**

The face value amount is \$36,000.

## *WORKERS' COMPENSATION*

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To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, we provide workers' compensation insurance.

The amount of benefits payable and the duration of payment depend on the nature of your injury or illness. In general, however, all medical expenses incurred in connection with an injury or illness are paid in full, after a waiting period or, immediately if the employee is hospitalized.

If you are injured or become ill on the job, contact your immediate supervisor and complete an application with the Bureau of Workers' Compensation/Managed Care Organization (BWCIMCO) within seven (7) working days.

### **Light Duty**

If time off the regularly scheduled assignment is necessary due to the allowed conditions(s) in the employee's claim, as certified by the treating physician, the following will take place to determine whether the employee qualifies for light duty:

- a. Before any employee is permitted to perform light duty work in any classification due to industrial injury, the employee will be required to undergo a physical examination by an occupational physician. In addition this occupational physician will evaluate all job descriptions to determine which classifications(s) would be appropriate for the injured employee.
- b. The employee and management will work cooperatively in this temporary reassignment and in finding a light duty position for which the employee is otherwise qualified. Before the light duty assignment becomes effective, the Superintendent will review the assignment. An employee may move from one temporary reassignment to another temporary reassignment as his/her medical condition improves, and he/she is able to perform other duties not previously approved, as certified by an occupational physician. This option may give the employee a more progressive venue for rehabilitation.
- c. The employee, once placed into the light duty job, will be expected to perform the job responsibilities as if it were his/her regular position. If the employee is unsuccessful in performing those responsibilities, the employee and management will continue to collaborate to find an appropriate light duty position for which the employee is qualified.
- d. The affected employee will be paid at his/her regular hourly rate while in the temporary assignment of another classification due to the reassignment for the purpose of light duty.

The Board's policy for Workers' Compensation is found at Board Policy 8442.01 and supersedes the information included in this Handbook, to the extent there may be a conflict.

## *SICK LEAVE*

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Employees shall be entitled to fifteen (15) sick leave days with pay for each year, which shall be credited at the rate of one and one-fourth (1 1/4) days per month. Employees may use sick leave for absence due to illness, injury, pregnancy, adoption, exposure to contagious disease which could be communicated to other employees, illness, injury, or death in the immediate family, or death of a close relative.

Part-time, seasonal, and per diem employees shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees herein.

Sick leave shall be cumulative to 260 workdays.

The term “immediate family” shall include: father, mother, stepparent, husband, wife, child, stepchild, sister, brother, grandchild, grandparent, parent-in-law, son/daughter-in-law and any person living in the same household.

The term “close relative” shall include: brother-in-law, sister-in-law, aunt, uncle, niece and nephew.

Sick leave days may be taken as needed and shall be computed, for record keeping purposes, as follows:

(7 HOUR)			(8 HOUR)		
1 – 1 ¾	hrs.	1/4 day	1 – 2	hrs.	¼ day
1 ¾ - 3 ½	hrs.	1/2 day	2 – 4	hrs.	½ day
3 ½ - 5 ¼	hrs.	¾ day	4 – 6	hrs.	¾ day
5 ¼ - 7	hrs.	1 day	6 – 8	hrs.	1 day

## *STATUS IF SICK LEAVE IS EXHAUSTED*

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If an employee is ill or disabled and has exhausted all accumulated sick leave and FMLA leave, and is not entitled to further advancement of sick leave under Board policy or Ohio law, the employee will be requested to furnish a statement from an attending physician stating the reason and the amount of time the employee will be absent from work because of illness or disability.

Upon receipt of a written request to be placed on a leave of absence, the Board of Education may approve a disability leave of absence or an unpaid leave of absence for a period of time identified by the Board, but not to exceed two (2) years. During such an unpaid leave of absence the employee shall be responsible for the full cost of medical and term life insurance.

Additionally, the District may advance sick leave to any employee who has exhausted his accumulated sick leave or is newly hired and has no accumulation. Such advancement shall be for a period of five (5) days and is charged against the employee's subsequent accumulation. If the employee leaves the employment of the District before earning sufficient sick leave to pay the District back, the credited leave will be deducted from the final pay of the employee, at his or her per diem rate.

The District may place an employee on leave involuntarily if the employee is ill or disabled and has exhausted his or her accumulated sick leave and FMLA leave.

## *MATERNITY/PATERNITY LEAVE*

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A maternity leave of absence without pay shall be granted to an employee for the purpose of childbearing and/or child rearing as follows:

1. An employee shall be granted maternity leave of absence for the remainder of the school year when maternity leave begins in addition to the following school year, for the purpose of childbearing or child rearing, upon written request to the Superintendent. If the employee so elects, unpaid maternity/paternity leave may begin when sick leave expires or is terminated.
2. A male employee shall be entitled, upon written request to the Superintendent, to a leave of absence without pay between the time of the birth of a child to his wife and one (1) year thereafter.
3. An employee adopting a child shall be entitled, upon written request to the Superintendent, to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child (6 years of age or younger), or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave of absence is not to exceed a total of one (1) year.

## *PERSONAL LEAVE*

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### **Classification 1 and 2 Schedule**

An employee may be absent from duty without loss of pay for three (3) days during a school year. Except in emergencies, a written notice of intended absence shall be submitted to the immediate supervisor or Superintendent at least forty-eight (48) hours prior to the expected absence. No specific reason for such personal leave shall be required or solicited.

Except in emergencies, personal leave will not be granted on the day before or the day after a holiday, vacation, in-service day, or during the first week and last three (3) weeks of school.

### **Non-Use Incentive:**

In each school year that an employee does not use the three (3) available days of personal leave, the following incentive formula will be used:

- a. If none of the three (3) days are used, then the employee shall choose and receive either the equivalent of three (3) days of substitute teacher pay or one (1) day of substitute teacher pay and an additional day of severance pay to be added to the total derived from unused sick leave.
- b. If one (1) of the three (3) days are used, then the employee shall choose and receive either the equivalent of two (2) days of substitute teacher pay or an additional day of severance pay to be added to the total derived from unused sick leave.
- c. If two (2) of the three (3) days are used, then the employee shall receive the equivalent of one (1) day of substitute teacher pay.
- d. If all three (3) days are used, then the employee shall not be eligible for this non-use incentive.

Payments made under this provision shall be included in the last regular pay in June of each school year.

### **Classification 3 Schedule**

An employee may be absent from duty without loss of pay for up to three (3) days during a contract year. Except in emergencies, a written notice of intended absence shall be submitted to the immediate supervisor or Superintendent at least forty-eight (48) hours prior to the expected absence. No specific reason for such personal leave shall be required or solicited.

Except in emergencies, personal leave will not be granted on the day before, or the day after a holiday, vacation, in-service day, or during the first week and last three (3) weeks of school or on an in-service day.

**Non-Use Incentive:**

If an employee does not use one (1) or two (2) of the three (3) days of personal leave, the one (1) or two (2) unused days shall be carried over for use the next year or the employee shall be paid the substitute hourly rate of their classification. The choice of carryover or payment is that of the employee. The maximum carryover or cash out is limited to two (2) days per year.

## *FAMILY MEDICAL LEAVE*

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An employee may take FMLA leave pursuant to the provisions of the Family Medical Leave Act of 1993 and its subsequent amendments (“FMLA”). In accordance with the FMLA, eligible staff members may take up to twelve (12) work weeks of job-protected unpaid leave. A staff member is “eligible” if they have worked for the Board for at least twelve (12) months and for at least 1,250 hours over the twelve (12) months prior to the leave request.

FMLA shall be without pay unless the employee is using accrued sick leave. The Board will require an employee to use accrued sick leave for the purposes of FMLA such that accrued sick leave will be used concurrently with leave under the FMLA.

### **Status if FMLA and Sick Leave are Exhausted**

If an employee is ill or disabled and has exhausted their FMLA and all accumulated sick leave and is not entitled to further advancement of sick leave under board policy, said employee will be requested to furnish a statement from an attending physician, stating the reason and the amount of time the employee will be absent from work because of illness, or disability.

Upon receipt of a written request to be placed on a leave of absence, the Board of Education may approve a disability leave of absence or an unpaid leave of absence for a period of time identified by the Board, but not to exceed two (2) years. During such an unpaid leave of absence, all applicable insurance benefits shall be administered through COBRA at the employee’s expense.

Additionally, the Board shall advance sick leave to any employee who has exhausted his accumulated sick leave or is newly hired and has no accumulation. Such advancement shall be for a period of five days and is charged against the employee’s subsequent accumulation.

The Board may place an employee on leave involuntarily, if the employee is ill or disabled and exhausted his accumulated sick leave. The employee is entitled to a hearing on the granting, or renewal, of involuntary leave in accordance with Section 3319.081 of the Ohio Revised Code.

## *JURY DUTY*

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Employees may be absent for jury duty. Notice shall be given to the Superintendent, or his designee in advance of such absence. The District shall pay an employee the difference between jury pay and the employee's regular salary.

## *COURT LEAVE*

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Subject to the approval of the Superintendent, paid court leave of up to five (5) days may be granted when an employee is subpoenaed for a court of the United States, State of Ohio, or any other political subdivision. Court leave may be utilized by no more than three (3) classified personnel at any one particular time.

## *MILITARY LEAVE*

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Military leave of absence shall be granted to any employee who shall be inducted or who shall enlist for military duty with any branch of the Armed Forces of the United States. Any employee whose service in the L-P School District has been interrupted by service in the Armed Forces shall be re-employed and given full credit on the salary schedule. Said employee shall be considered as if service had been performed during such time as served in the Armed Forces.

Any employee returning from a military leave of absence shall be returned to a position with status comparable to that held before leave. When the employee returns, he/she may be reassigned but has the right of a conference and reasons in writing as to why the reassignment is necessary.

An employee on military leave shall return to the teaching duties of the L-P School District at the beginning of a school year only, and written notice must be given by the returning employee at least thirty (30) days prior to beginning of said school year.

## *ASSAULT LEAVE*

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An employee shall be granted assault leave by the Superintendent in the event that the employee is absent due to physical disability resulting from an assault which occurs in the course of District employment. In no event shall assault leave extend beyond one year.

Notification for the use of assault leave shall be on prescribed forms and shall be signed by the employee and, if applicable, the licensed physician of the employee.

Assault leave granted under this provision shall not be charged against sick leave earned, or leave granted under other leave provisions.

If an employee becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of the employee's retirement.

## *LEAVE WITHOUT PAY*

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Employee requests for "leave without pay" will be granted in emergency situations only. Approval of the supervisor and the Superintendent is needed in these emergency situations.

## *RETIREMENT PLANS: STRS & SERS*

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### **Classification 1 - STRS PICK-UP**

The District picks-up (salary reduction-restatement method) contributions to the State Teachers Retirement System upon behalf of the employees on the following terms and conditions:

1. The amount to be picked up and paid on behalf of each employee shall be at the current statutory rate of the employee's compensation.

The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the District.

2. The pick-up percentage shall apply uniformly to all employees.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall apply to all compensation including supplemental earnings.
5. For Internal Revenue Service purposes, the W-2 form for each individual shall reflect the actual amount as indicated on the negotiated salary schedule minus the STRS pick-up.
6. The negotiated salary schedule amount for each employee shall be utilized for all other calculations for the purpose of compensation such as, but not limited to, unemployment compensation, sick leave, workmen's compensation, and severance pay.

See your STRS Summary Plan Description for more information.

### **Classification 2 & 3 – SERS**

See your SERS Summary Plan Description for more information.

## *ANNUITIES AND DEFERRED COMPENSATION PLANS*

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The L-P School District will make provisions for employees to voluntarily participate in a tax-sheltered annuity and/or deferred compensation plan under the following guidelines, which were adopted solely for the operating convenience of the District and not for the purpose of establishing a plan or otherwise to grant employees' rights in addition to those provided under State or Federal Law.

Premiums or contributions will be limited to not less than five dollars (\$5.00) per pay period. Contributions over this amount shall be in even dollars per pay period.

- a. No partial contribution or premium payment will be made. If for any reason the contribution or premium payment is not available at salary reduction time to transmit to the company/custodian when due, the employee will be notified.
- b. The employee is personally responsible for any additional changes such as loan repayment and interest as a result of executing any contractual agreement.

An annuity change requires the completion of a salary reduction agreement. It is understood that an employee may enter into more than one salary reduction agreement with the employer each tax year, so long as such change conforms to Internal Revenue Code and all other applicable laws.

A salary reduction agreement may be made by written request once per quarter for a maximum of four times per year. This in no way prevents the employee from stopping their annuity at any point of time.

A salary reduction agreement may be discontinued by the employee provided that no less than 15 days' notice has been given to the employer. The employee may be permitted to enter into a new salary reduction agreement in the same year provided they meet the requirements.

The District may restrict or limit contribution on behalf of employees to the extent that the total contributions for an employee would exceed the applicable IRC 402, 403, 415 or 457 limits, any subsequent federal regulations or determination that would otherwise subject the salary reduction to income tax.

It is understood that employee contributions exceeding the IRC limits would be currently treated as income and may be subject to additional taxes, interest and penalties. It is the intent of the District to instruct employees to act in a prudent manner in all salary reduction agreements.

The District shall assume no liability in connection with the purchase or subsequent investment of any such contracts. The District does not endorse any one plan.

## *PROFESSIONAL DUES AND TRAINING*

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### **Classification 1 & 2**

We want to encourage our employees to become involved in professional organizations and associations. To this end, we will pay 100% of the membership dues for one organization or association per year as approved by the Superintendent.

## *TUITION REIMBURSEMENT*

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### **Classification 1 & 2**

L-P School District is committed to lifelong learning. We will reimburse employees for 50% of the cost of continuing education courses provided that:

- The course and tuition costs are approved in advance by the Superintendent; and
- A grade of “B” or higher is attained. (If the class is graded on a pass/fail or satisfactory/unsatisfactory basis, then a pass or satisfactory must be attained.)

All reimbursements will be made upon successful completion of the course and submission of appropriate documentation, including a grade report.

*Procedure to apply for tuition reimbursement:*

Complete a summary detailing the course content, dates, costs, and submit it to the Superintendent for written approval.

## *CRIMINAL BACKGROUND CHECK REIMBURSEMENT*

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### **Classification 1, 2 & 3**

The Board shall reimburse each employee for the total cost of a criminal background check (BCI/FBI) from a Board-approved provider. Prior to having the background check done, the employee must receive pre-approval using the appropriate form. This benefit does not apply to pre-employment situations.

## *COMPENSATION*

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A compensation increase of 3% shall be granted in each of the 2018-2019 and 2019-2020 school years as follows:

<u>Position</u>	<u>Effective Date</u>
Assistants to the Treasurer	July 1
Secretary to the Superintendent	July 1
Education Management Information Systems Coordinator	July 1
Transportation Supervisor	July 1
Assistant Transportation Supervisor	July 1
Buildings and Grounds Supervisor	July 1
Assistant Buildings and Grounds Supervisor	July 1
Principals	August 1
Assistant Principal	August 1
Assistant Principal & Athletic Director	August 1
Director of Pupil Personnel Services	August 1
Director of Curriculum, Instruction and Assessment	August 1
Food Service Supervisor	August 1

# *Employee Conduct*

## *ATTENDANCE*

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To maintain a productive workplace, we expect all employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and the District.

In rare instances when you cannot avoid being late to work or are unable to work as scheduled, please notify your supervisor or the office as soon as possible.

You are responsible to cover your work assignments. If you need to request days off, submit your request in writing to your supervisor as soon as possible. **Depending upon staffing needs, requested time off is not guaranteed.**

## *APPEARANCE & DEMEANOR*

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Professional appearance and demeanor are both essential to the efficient operation of our school District. The community will gauge the quality of our District by the attention we show to these details!

We ask that all communication and conduct be carried out in a reasonable manner. Profanity and vulgarity are not tolerated. All communications, whether verbal or written, including e-mails or other methods, should be conducted on a professional level.

During business hours and at District functions, employees of the District are required to dress in appropriate professional attire as determined by the setting and the requirements of their position. Appropriate attire is determined solely by management discretion. At no time is offensive clothing to be worn.

## *DISTRICT PROPERTY*

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It is the policy of the L-P School District to provide a consistent procedure for the use and maintenance of District-owned vehicles, equipment and buildings.

District-owned vehicles and equipment will not be used for personal convenience or for any other use or activity other than for the performance of the business of the District unless authorized by the Superintendent.

Unauthorized persons will not be allowed in District vehicles or equipment. This includes immediate family members unless employed by the District. Employees operating vehicles and equipment are responsible for keeping the vehicle or equipment clean and maintained properly (i.e., oil changes, tires, etc.)

Vehicles and equipment must be operated in a safe and lawful manner. Any employee abusing a vehicle or equipment will be held accountable.

Employees are responsible for keeping their work areas and District buildings clean and presentable.

Any violation of this policy will subject the employee to discipline, up to and including termination.

## *PERSONAL PROPERTY*

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L-P School District does not assume any responsibility for the loss or theft of personal property.

## *USE OF PERSONAL VEHICLE*

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At times, an employee may have to use his or her private vehicle for District-related work. In such instances, employees will be responsible for providing adequate insurance coverage for their vehicle. Proof of insurance coverage must be shown if requested by the Superintendent.

Employees are responsible for any and all damage or other liabilities arising out of the use of their personal vehicle while performing District work.

## *SUBSTANCE FREE WORKPLACE*

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No employee of the L-P School District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in federal and state law.

"Workplace" is defined to mean the site for the performance of work done in connection with a federal grant. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the District where work on a federal grant is performed.

As a condition of employment, each employee who is engaged in performance of a federal grant shall notify his supervisor of his conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five days after such conviction.

As a condition of employment, employees under reasonable suspicion will be asked to undergo alcohol and drug screenings when specified by the District. We will receive a confidential, full screening report from the examining physicians. All requested alcohol and drug screenings are paid in full by the District and will be kept confidential.

An employee who violates the terms of this policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the District. If the employee fails to satisfactorily participate in such program, the employee shall be non-renewed or employment may be suspended or terminated, at the discretion of the District.

Sanctions against employees, including non-renewal, suspension and termination shall be in accordance with prescribed District administrative regulations and procedures.

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

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

## *NON-SMOKING POLICY*

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The use of all tobacco products is prohibited on all school property.

## *CONFIDENTIALITY OF INFORMATION*

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It is vital to our District to maintain the confidentiality of the operations, activities and affairs of L-P School District and our employees. If, during employment, you acquire confidential or proprietary information about our District, such information must be handled in strict confidence. Do not discuss any District affairs with outsiders. Remember that you are also responsible for the internal security of such information.

Some examples of confidential information include:

1. Employee information
2. Student or family information
3. Pending projects and proposals
4. Educational materials and processes

Employees will not seek to benefit personally nor permit others to benefit through the use of confidential information obtained as a result of their work assignment.

**If a violation occurs, the District may be held legally responsible. Violation of this policy may be subject to legal action or discipline, up to and including termination.**

## *CONFLICT OF INTEREST*

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We expect our employees to exercise the utmost good faith in the performance of their duties.

Employees have an obligation to avoid any interest or relationship, financial or otherwise that might adversely affect or influence their judgment in the performance of any of our services or which might tend to impair confidence in our District.

Employees are personally responsible to avoid the improper use of District property and equipment which could result from questionable or illegal payments, gifts, or offers of anything of value.

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

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

### Confidentiality of Individually Identifiable Health Information

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

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

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

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

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

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

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

#### Privacy/Security Officer

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

#### Notice

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

#### Training

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

#### Documentation

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

## *STAFF GIFTS AND SOLICITATIONS*

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### **Gifts**

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

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

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

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

### **Travel Vendor Compensation**

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

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

### **Solicitations**

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

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

## TELEPHONE & CELLULAR TELEPHONE USAGE

Cellular phones can be a valuable resource for school employees in the performance of their job duties by providing immediate accessibility. LPEVSD strives to provide employees with the right technology to do their jobs. The district recognizes that mobile (“cell”) phones support both personal and work lives. The district seeks to support employees’ business technology needs while allowing users flexibility to choose devices and service plans that meet their personal and family requirements.

Eligible employees may qualify for an allowance to cover the business use of a personal cell phone. Recipients of the allowance will be required to obtain their own mobile communication device and service contract. Classification 1, 2, and 3 are eligible for the cell phone allowance.

The monthly allowance will be up to \$100 of cell phone expenses as follows: services, taxes, data plan, and equipment. Each eligible employee will annually, each January, provide the Treasurer’s office with a current copy of the respective bill. The reimbursement will be calculated based on the employees’ portion of the total bill. For example, if there are three phone lines on the bill, the reimbursement will include only the amounts pertaining to the employee specific line.

Mobile phone applications (apps) and app costs are the responsibility of the employee.

The employee is responsible for any loss, theft, or damage.

Phones of reimbursement recipients must meet the district Acceptable Use Policy (AUP). The AUP can be found at the district website under forms: <http://www.lpschools.k12.oh.us/district/content-page/forms-information>.

Employees who receive the reimbursement are required to provide the treasurers with current contract information within three (3) days of any changes to the employee’s contract or service.

Cell phone reimbursement may be issued to the following staff members at the discretion of the Superintendent:

- Superintendent
- Treasurer
- Principals
- Assistant Principals
- Technology Coordinator
- Buildings & Grounds Supervisor
- Assistant Buildings & Grounds Supervisor
- Transportation Supervisor

The District prohibits the use of cellular phones while driving.  
Use on School Buses:

- Pursuant to Ohio Administrative Code 3301-83-20 (M) if a cellular phone is installed in the school bus, it shall not be used while the school bus is in motion or while the driver is supervising the loading or unloading of students, except in the case of extreme emergency.
- For the sake of consistency with the section of Ohio Administrative Code listed above, drivers shall not use the district issued portable cellular phone while the school bus is in motion or while the driver is supervising the loading or unloading of students, except in the case of extreme emergency.
- Drivers will not use personal cell phones while the school bus is in motion or while supervising the loading or unloading of students.

# ACCEPTABLE USE AND INTERNET SAFETY

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The L-P School District is pleased to make available to students and staff access to interconnected computer systems within the District and to the Internet, the worldwide network that provides various means of accessing significant educational materials and opportunities.

In order for the District to be able to continue to make its computer network and Internet access available, all users must take responsibility for appropriate and lawful use of the system. Users must understand that any misuse of the network and Internet access may jeopardize the ability of all users to enjoy such access. The School's Staff must make reasonable efforts to supervise student use of network and Internet access.

Upon reviewing, signing, and returning the Acceptable Use and Internet Safety Policy, each user agrees to follow the policy and, therefore, will be given the opportunity to enjoy Internet access at School.

## **Personal Responsibility**

This policy not only outlines the rules for using the network and Internet Access, but also obligates employees to report any misuse of the network to the Technology Department. Misuse means any violations of this policy or any other use that is not included in the policy, but has the effect of harming another or his or her property.

## **Term of the Permitted Use**

Users will be asked to sign a new policy each year during which they are employed by the L-P School District before they are given an access account.

## **Acceptable Uses**

- A. Educational Purposes Only. The L-P School District is providing access to its computer networks and the Internet for only educational purposes. If you have any doubt about whether a contemplated activity is educational you should consult with the Technology Department.
- B. Unacceptable Uses of Network. Among the uses that are considered unacceptable and which constitute a violation of this policy are the following:
  1. *Uses that violate the law or encourage others to violate the law.* Don't transmit offensive or harassing messages; offer for sale or use any substance the possession or use of which is prohibited by the School District's Student Discipline Policy; view, transmit or download pornographic materials or materials that encourage

others to violate the law; intrude into the networks or computers of others; and download or transmit confidential, trade secret information, or copyrighted materials. Even if materials on the networks are not marked with the copyright symbol you should assume that all materials are protected unless there is explicit permission on the materials to use them.

2. *Uses that cause harm to others or damage to their property.* For example, don't engage in defamation (harming another's reputation by lies); employ another's password or some other user identifier that misleads message recipients into believing, that someone other than you is communicating or otherwise using his/her access to the network or the Internet; upload a worm, virus, "Trojan horse," "time bomb" or other harmful form of programming or vandalism; participate in "hacking" activities or any form of unauthorized access to other computers, network or information systems.
3. *Uses that jeopardize the security of student access and of the computer network or other networks on the Internet.* For example, don't disclose or share your password with others; don't impersonate another user.
4. *Uses that are commercial transactions.* Users may not sell or buy anything over the Internet. You should not give others private information about you or others, including credit card numbers and social security numbers.

C. Netiquette. All users must abide by rules of network etiquette, which include the following:

1. *Be polite.* Use appropriate language. No swearing vulgarities, suggestive, obscene, belligerent, or threatening language.
2. *Avoid language and uses which may be offensive to other users.* Don't use access to make, distribute, or redistribute jokes, stories, or other material which is based upon slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, or sexual orientation.
3. *Don't assume that a sender of e-mail is giving his or her permission for you to forward or redistribute the message to third parties or to give his/her e-mail address to third parties.* This should only be done with permission or when you know that the individual would have no objection.
4. *Be considerate when sending attachments with e-mail (where this is permitted).* Be sure that the file is not too large to be accommodated by the recipient's system and is in a format which the recipient can open.

## **Internet Safety**

### *General Warning; Individual Responsibility of Users*

Every user must take responsibility for his or her use of the computer network and Internet and stay away from offensive or harmful sites.

### *Personal Safety*

Be safe. In using the computer network and Internet, do not reveal personal information such as your home address or telephone number. Do not use your real last name or any other information which might allow a person to locate you. Do not arrange a face-to-face meeting with someone you "meet" on the computer network or Internet. Regardless of your age, you should never agree to meet a person you have only communicated with on the Internet in a secluded place or in a private setting.

### *'Hacking' and Other Illegal Activities*

It is a violation of this policy to use the L-P School District's computer network or the Internet to gain unauthorized access to other computers or computer systems, or to attempt to gain such unauthorized access. Any use which violates state or federal law relating to copyright, trade secrets the distribution of obscene or pornographic materials, or which violates any other applicable law or municipal ordinance, is strictly prohibited.

### *Confidentiality of Information*

Personally identifiable information concerning students or other employees may not be disclosed or used in any way on the Internet without the consent of a parent or guardian (or, if the student is 18 or over, the permission of the student himself/herself.) Users should never give out private or confidential information about themselves or others on the Internet, particularly credit card numbers and Social Security numbers.

### *Active Restrictive Measures*

The L-P School District, either by itself or in combination with the Data Acquisition Site providing Internet access, will utilize filtering software or other technologies to prevent users from accessing visual depictions that are (1) obscene, (2) pornographic, or (3) harmful to minors. The School will also monitor the online activities of users, through direct observation and/or technological means, to ensure that users are not accessing such depictions or any other material, which is inappropriate for minors. The term 'harmful to minors' means any picture, image, graphic image file, or other visual depiction that;

- taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or
- depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors
- an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals;
- taken as a whole, lacks serious literary, artistic, political or scientific value as to minors.

## **Privacy**

Network and Internet access is provided as a tool for your use. The L-P School District reserves the right to monitor, inspect, copy, review and store at any time and without prior notice any and all usage of the computer network and Internet access and any and all information transmitted or received in connection with such usage. All such information files shall be in the property of the L-P School District and no user shall have any expectation of privacy regarding such materials.

## **Failure to Follow Policy**

The user's use of the computer network and Internet is a privilege, not a right. A user who violates this policy shall, at a minimum, have his or her access to the computer network and Internet disabled for a period of time determined by the Superintendent or his designee. A user violates this policy by his or her own action or by failing to report any violations by other users that come to the attention of the user. Further, a user violates this policy if he or she permits another to use his or her account or password to access the computer network and Internet, including any user whose access has been denied or terminated.

## **Warranties/Indemnification**

The L-P School District makes no warranties of any kind, either express or implied, in connection with its provision of access to and use of its computer networks and the Internet provided under this policy. It shall not be responsible for any claims, losses, damages or costs (including attorney's fees) of any kind suffered, directly or indirectly, by any user arising out of the user's use of its computer networks or the Internet under this policy. By signing this policy, users are taking responsibility for his or her use, and the user is agreeing to indemnify and hold the School District, the Data Acquisition Site that provides the computer and Internet access opportunity to the School District and all of their administrators, teachers, and staff harmless from any and all loss, costs, claims or damages resulting from the user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user agrees to cooperate with the School in the event of the School's initiating an investigation of a user's use of his or her access to its computer network and the Internet, whether that use is on a School computer or on another computer outside the School District's network.

## **Updates**

Users may be asked from time to time to provide new or additional registration and account information or to sign a new policy that may reflect developments in the law or technology. The user must comply with such requests if the user wishes to continue to receive service. It is the user's responsibility to update the School District with any changes to their account information.

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## ***WORKPLACE VIOLENCE & NO CONCEAL/CARRY***

We are concerned about the increased violence in society. It is our policy to expressly prohibit any act or threat of violence by any District employee or former employee against any other employee or student in or about the District's facilities or elsewhere at any time. We will not tolerate any act or threat of violence against employees, students, or visitors at any time on or off our premises.

In keeping with the spirit and intent of this policy and to ensure our objectives are attained, we are committed to the following:

1. To provide a safe and healthful work environment.
2. To take prompt disciplinary action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
3. To take appropriate action when dealing with students, former employees, or visitors to our facilities who engage in this type of behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees, former employees, students, and visitors from bringing unauthorized firearms or other weapons onto our premises.
5. To establish security measures to ensure that our facilities are safe and secure to the maximum extent possible and to properly handle access to our facilities by the public, off-duty employees, and former employees.

You have a "duty to warn" administration of any workplace activities or situations involving other employees, former employees, students, or visitors that appear suspicious. Report such activities or situations to administration (i.e., Principal, Treasurer or Superintendent) immediately.

Examples of this type of behavior include:

1. Threats or acts of violence
2. Inappropriate aggressive behavior (i.e., fighting)
3. Offensive acts (i.e., vandalizing District property)
4. Threatening or offensive comments or remarks

**Employees who report violations of this policy should know that their report will be held in strict confidence to the extent permitted under the law. We will not tolerate any form of retaliation against employees for making reports under this policy.**

No employee shall knowingly possess, have under the employee's control, convey, or attempt to convey a deadly weapon or dangerous ordnance on school property.

A valid license/permit does not authorize the licensee to carry a weapon on school property.

## *ANTI-HARASSMENT*

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We believe that every employee should be treated with common decency and courtesy. Every employee of our organization is entitled to a working environment free of harassment or hostility because of race, color, religion, sex, national origin, age, disability, veteran status or any other basis protected by federal, state or local laws. Harassing speech and conduct are wholly inappropriate to the harmonious employment relationships necessary to the operation of the District and intolerable in a workplace to which the students of this District are exposed.

We define harassment as any unwelcome conduct that has the purpose or effect of unreasonably interfering with an individual's work performance, creating an intimidating, hostile or offensive work environment, or otherwise adversely affecting an individual's employment.

Examples of harassment would include name calling, slurs, negative stereotyping, intimidating or hostile acts (including "jokes" or "pranks"), different or demeaning treatment and written or graphic material that degrades or shows hostility or repugnance toward an individual or group.

The Superintendent will make appropriate efforts to ensure that employees and agents of this District understand this policy and recognize and correct speech and behavior patterns that may be offensive, with or without the intent to offend. The policy shall be posted in appropriate places throughout the District.

This policy applies to all employees of the District. Any employee found to have harassed another under Board policy shall be subject to discipline, up to and including termination. Non-employees (vendors, agencies, contractors, visitors, etc.) on our premises are also subject to the intent of this policy.

### **Complaint Procedure**

Any employee who wants to report an incident of harassment should promptly report the matter to his or her immediate supervisor. If the immediate supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact the Superintendent, Treasurer, or any other member of management. Employees can raise concerns and make reports without fear of retaliation.

***The Workplace Violence and Harassment policies apply to all employees of L-P School District as well as our visitors and vendors.***

### **Failure to report**

The School District will investigate all complaints of harassment. It is important that any complaint of harassment is made as soon as possible after the conduct occurs so that the Board may address the conduct immediately. Failure to report any type of harassment will

be considered by management to indicate a welcome relationship or that the incidents do not create unreasonable working conditions. However, you can be assured that we will not retaliate for reporting an incident.

## **Sexual Harassment Definitions**

### *Sexual Harassment*

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when such conduct:

- ◆ Is made explicitly or implicitly a term or condition of employment
- ◆ Is used as a basis for employment decisions
- ◆ Is used to create a quid pro quo environment
- ◆ Has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or otherwise offensive working environment.

### *Unwelcome Sexual Relation*

Under this policy, unwelcome sexual relationship or unwelcome harassment will be defined as when the employee says **NO**.

### *Hostile Environment*

Defined as containing sexual advances, innuendoes, vulgar statements, pranks and so on that the employee objects to or considers hostile.

### *Quid Pro Quo*

Defined as being forced to choose between acquiescence to a superior's demand or forfeiting an employment benefit, (i.e., promotion, wage increase, leave of absence or continued employment.)

## *EMPLOYEE DISCIPLINE*

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Discipline of any employee shall be carried out in an impartial manner by his/her immediate supervisor and/or the Superintendent. If an employee is to be disciplined, the following procedure shall be followed:

- a. Verbal Reprimand
- b. Written Reprimand
- c. 1-day suspension without pay
- d. 3-day suspension without pay
- e. 5-day suspension without pay
- f. Termination pursuant to the applicable statutes contained in the Ohio Revised Code.

Steps of the above procedure may be skipped based upon the severity of the employee's infraction.

## EMPLOYEE ACKNOWLEDGEMENT FORM

I, \_\_\_\_\_, hereby acknowledge that I have reviewed a copy of Loudonville-Perrysville EVSD's *Non-Union Employee Handbook*, which provides guidelines on the policies, procedures, and programs affecting my employment with this organization. I understand that Loudonville-Perrysville EVSD can, at its sole discretion, modify, eliminate, revise, or deviate from the guidelines and information in this handbook as circumstances or situations warrant.

I also understand that any changes made by Loudonville-Perrysville EVSD with respect to its policies, procedures, or programs can supersede, modify, or eliminate any of the policies, procedures, or programs outlined in this handbook. I accept responsibility for familiarizing myself with the information in this handbook and will seek verification or clarification of its terms or guidance where necessary.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document and nothing in the handbook creates an express or implied contract of employment. I understand that I should consult the Treasurer or the Superintendent if I have any questions that are not answered in this handbook.

I understand that this handbook supersedes any previous Loudonville-Perrysville EVSD *employee handbook*.

(Signed) \_\_\_\_\_

Date \_\_\_\_\_