

3.042 SUSPENSION FROM DUTIES REQUIRING THE CARE, CUSTODY OR CONTROL OF A CHILD

SUSPENSION FROM DUTIES REQUIRING THE CARE, CUSTODY OR CONTROL OF A CHILD

- A. As used in this policy, "license" has the same meaning as in R.C. 3319.31.
- B. If a person who is employed by the school district is arrested, summoned, or indicted for an alleged violation of an offense listed in R.C. 3319.31(C), if the person holds a license, or an offense listed in R.C. 3319.39(B)(1), if the person does not hold a license, the superintendent shall suspend that person from all duties that require the care, custody, or control of a child during the pendency of the criminal action against the person.
- C. If the person who is arrested, summoned, or indicted for an alleged violation of an offense listed in R.C. 3319.31(C) or R.C. 3319.39(B)(1) is a person whose duties are assigned by the district treasurer under R.C. 3313.31(B), the treasurer shall suspend the person from all duties that require the care, custody, or control of a child. If the person who is arrested, summoned, or indicted for an alleged violation of an offense listed in R.C. 3319.31(C) or R.C. 3319.39(B)(1) is the superintendent or treasurer, the Board of Education shall suspend the superintendent or treasurer from all duties that require the care, custody, or control of a child.
- D. When a person who holds a license is suspended in accordance with this policy, the superintendent, treasurer or Board of Education that imposed the suspension promptly shall report the person's suspension to the Ohio Department of Education. The report shall include the offense for which the person was arrested, summoned, or indicted.
- E. An employee suspended from duties pursuant to this policy may be subject to further disciplinary action at any time and has no right to receive or remain on reassignment, with or without pay. In all instances, the District reserves the right to take severe disciplinary action against the employee, up to and including termination of employment.

A.

Updated 9/1/2009 For purposes of this policy:

"Designated official" means the superintendent, or the superintendent's designee.

"Essential school services" means services provided by a private company under contract with the school district that the superintendent has determined are necessary for the operation of the district and that would need to be provided by employees of the district if the services were not provided by the private company.

"License" has the same meaning as in R.C. 3319.31.

- B. This section applies to any person who is an employee of a private company under contract with the school district to provide essential school services and who will work in the district in a position that does not require a license issued by the state board of education, is not for the operation of a vehicle for pupil transportation, and that involves routine interaction with a child or regular responsibility for the care, custody, or control of a child.
- C. The school district shall not permit a person to whom this policy applies to work in the district, unless one of the following applies to the person:
 - 1. The person's employer presents proof of both of the following to the designated official:

- a. That the person has been the subject of a criminal records check conducted in accordance with paragraph D. of this policy within the five-year period immediately prior to the date on which the person will begin working in the district;
 - b. That the criminal records check indicates that the person has not been convicted of or pleaded guilty to any offense described in R.C. 3319.39(B)(1).
 2. During any period of time in which the person will have routine interaction with a child or regular responsibility for the care, custody, or control of a child, the designated official has arranged for an employee of the district to be present in the same room with the child or, if outdoors, to be within a thirty-yard radius of the child or to have visual contact with the child.
- D. Any private company that has been hired or seeks to be hired by the school district to provide essential school services may request the bureau of criminal identification and investigation to conduct a criminal records check of any of its employees for the purpose of complying with paragraph C. of this policy. Each request for a criminal records check under this policy shall be made to the superintendent of the bureau in the manner prescribed in R.C. 3319.39.

The designated official shall not release information contained in the criminal records check to any other person.

Updated 9/1/2009 The Board recognizes that it is not only important to employ highly qualified and competent personnel, but also individuals who are good, moral, and law-abiding citizens.

Accordingly, the Superintendent, or his/her designee(s), shall cause all job candidates being recommended to the Board to undergo criminal records checks conducted by the Bureau of Criminal Identification and Investigation (BCII) at the time of their initial employment. The BCII criminal record checks shall include information from the Federal Bureau of Investigation (FBI), unless all of the following apply to the applicant:

- (a) The applicant is applying to be an instructor of adult education.
- (b) The duties of the position for which the applicant is applying do not involve routine interaction with a child or regular responsibility for the care, custody, or control of a child or, if the duties do involve such interaction or responsibility, during any period of time in which the applicant, if hired, has such interaction or responsibility, another employee of the school district will be present in the same room with the child or, if outdoors, will be within a thirty-yard radius of the child or have visual contact with the child.
- (c) The applicant presents proof that the applicant has been a resident of this state for the five-year period immediately prior to the date upon which the criminal records check is requested or provides evidence that within that five-year period the superintendent has

requested information about the applicant from the federal bureau of investigation in a criminal records check.

An applicant who meets the conditions in subparagraphs (a) and (b) of this section and who, within the two-year period before the date of application, was subject to a criminal records check prior to being hired for short-term employment with the District shall not be required to undergo a criminal records check before the applicant's rehiring.

The following shall apply:

A. Each applicant for a position with the Board shall be provided with a separate written statement when he/she first applies notifying him/her that he/she is required to provide a set of his/her fingerprint impressions and that, as a precondition to employment, a criminal records check is required to be conducted and satisfactorily completed, as part of the initial hiring process and may be used at various times during his/her employment career, if he/she comes under final consideration for employment with the Board.

B. Each applicant for a position with the Board shall be notified, when he/she first applies, of the amount of the criminal records check fee and that, unless the fee is pre-paid to the Board pursuant to paragraph J. below, he/she will not be considered for employment with the Board. The fee will only be paid by the applicant if he/she comes under final consideration for employment with the Board.

C. A criminal records check shall be requested from the Ohio Bureau of Criminal Identification and Investigation (BCII) for each applicant under final consideration for employment with the Board. The Board may accept a certified copy of any records issued by the BCII presented by an individual applying for employment with the Board in lieu of requesting such information itself. In such case, however, the Board shall only accept a certified copy of such records within one (1) year after the date of issuance by the BCII.

D. Each applicant for a position with the Board shall be provided with the appropriate BCII form and a BCII fingerprint impression sheet. The applicant shall properly complete the BCII form and the BCII fingerprint impression sheet and shall submit each to the Board. The properly completed BCII form and BCII fingerprint impression sheet shall then be submitted to the BCII along with the Board's request for a criminal records check. If the applicant, upon request, fails to provide a properly completed BCII form or fails to properly provide impressions of his/her fingerprints, he/she shall not be employed by the Board.

E. Each applicant for a position with the Board may be employed conditionally, at the sole discretion of the Board, until the criminal records check is completed and the Board receives the results of the criminal records check. If the results of the criminal records check indicate that the applicant has been convicted of or pleaded guilty to any crime listed in the applicable provisions of O.R.C. §3319.39(B) or an existing or former law of Ohio, another state, or the United States that is substantially equivalent to any of the offenses listed in such provisions, the applicant shall be immediately released from employment with the Board. See "Disqualifying Crimes" attachment.

F. If a criminal records check undertaken pursuant to paragraph C., above, reveals that the applicant has been convicted of or pleaded guilty to any crime listed in the applicable provisions of O.R.C. §3319.39(B) or an existing or former law of Ohio, another state, or the United States that is substantially equivalent to any of the offenses listed in such provisions, the applicant shall not be employed by the Board. See "Disqualifying Crimes" attachment.

G. Prior to taking an adverse action against an applicant or employee based in whole or in part on a criminal record check, the applicant or employee will be given a written pre-adverse action disclosure statement which will include a copy of the criminal record check and the Federal Trade Commission's notice entitled "A summary of Your Rights Under the Fair Credit Reporting Act."

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

I. The Board, in its exclusive discretion, may take into consideration administrative rules adopted by the State Board of Education specifying the circumstances under which a person who has been convicted of a disqualifying offense may be employer retained in employment, provided the person meets the rehabilitation standards set forth in the rules. This is a specific exception to the Board's duty to otherwise release such persons from employment, and it shall not create any expectation or right for any person to be hired or retained.

J. Each applicant under final consideration for a position with the Board shall pay to the Board an amount equal to any fee paid by the Board for the criminal records check required by paragraph C. before such check is requested.

K. The report of a criminal records check conducted by the BCII pursuant to paragraph C. of this policy is not a public record and shall not be made available to any person other than the applicant, a court, a hearing officer, or other necessary individual involved in a case dealing with the denial of employment to the applicant.

L. State law requires subsequent criminal records checks every five years for all non-teaching school employees except bus drivers. For currently employed bus drivers, a new report is required every six years. Record checks for those employees who serve as bus drivers shall be updated as required by O.A.C. 3301-83-06. Any non-teaching employee who has been convicted of or pleaded guilty to any offense described in R.C. 3319.39(B)(1) shall not be hired or shall be released from employment, as applicable.

M. Teachers are required to submit to criminal record checks for initial licenses, certificates of permits at the time of application; at applications for renewal of licenses, certificates or permits pursuant to R.C. 3319.291; and every five years if teaching under an eight-

year professional teaching certificate or permanent teaching certificate.

N. Applicants, teachers and non-teaching school employees are required to submit to only an FBI criminal records check if both the following conditions apply:

1. The person previously had a BCII criminal records check for licensure or employment purposes under Ohio Revised Code Sections 3319.291 or .391, or 3327.10 and

2. The person presents proof of residence in Ohio for the five-year period immediately prior to the date on which the FBI records check is requested.

DISQUALIFYING CRIMES

The crimes listed in O.R.C. §3319.39(B)(1)(a) include:

<u>Common Name</u>	<u>O.R.C. Section</u>
Aggravated Murder	2903.01
Murder	2903.02
Voluntary Manslaughter	2903.03
Involuntary Manslaughter	2903.04
Felonious Assault	2903.11
Aggravated Assault	2903.12
Assault	2903.13
Failing to Provide for functionally impaired person	2903.16
Aggravated Menacing	2903.21
Patient Abuse or Neglect	2903.34
Kidnapping	2905.01
Abduction	2905.02
	2905.04/2919.23
Child Stealing	(as they existed prior to July 1, 1996)
Criminal Child Enticement	2905.05
Rape	2907.02
Sexual Battery	2907.03
Corruption of a Minor	2907.04

Gross Sexual Imposition	2907.05
Sexual Imposition	2907.06
Importuning	2907.07
Voyeurism	2907.08
Public Indecency	2907.09
Felonious Sexual Penetration	2907.12
Compelling Prostitution	2907.21
Promoting Prostitution	2907.22
Procuring	2907.23
Prostitution	2907.25
Disseminating Matter Harmful to Juveniles	2907.31
Pandering Obscenity	2907.32
Pandering Obscenity Involving a Minor	2907.321
Pandering Sexually Oriented Material Involving a Minor	2907.322
Illegal Use of a Minor in Nudity- Oriented Material/Performance	2907.323
Aggravated Robbery	2911.01
Robbery	2911.02
Aggravated Burglary	2911.11
Burglary	2911.12
Abortion Without Informed Consent	2919.12
Endangering Children	2919.22
Contributing to the Delinquency of a Child	2919.24
Domestic Violence	2919.25
Carrying Concealed Weapons	2923.12
Having Weapons While Under Disability	2923.13
Improperly Discharging Firearm at or into Habitation or School	2923.161
Corrupting Another with Drugs	2925.02
Drug Trafficking	2925.03
Illegal Manufacture of Drugs	2925.04
Funding of Drug Trafficking	2925.05

Distributing of Steroids	2925.06
Possession of Drugs	2925.11
Adulteration of Food	3716.11

NOTICE OF CRIMINAL RECORDS CHECK

In accordance with the federal Fair Credit Reporting Act, you are hereby notified that, as an applicant for employment in the Franklin Local School District, you are required to provide a set of your fingerprints and that, as a precondition to employment, a criminal records check will be used as part of the initial hiring process and at various times during your employment career.

I hereby acknowledge receipt of the foregoing notice and authorize the Franklin Local School District to obtain the criminal records check referred to therein. My acknowledgement is provided by my signature below and/or electronically through the Public School Works program.

Signature of Applicant

Date

Board Approved on August 16, 2011

In compliance with the provisions of O.R.C. §§3121.89-3121.8911, the Superintendent or designee shall report, in writing, to the Ohio Department of Job and Family Services the hiring, rehiring, or return to work as an employee of a person who resides, works or will be assigned to work in Ohio and to whom the Board anticipates paying compensation. For the purposes of this policy, an employee is an individual who provides services for compensation to the Board, including an individual who provides services as an independent contractor, and who is an individual, the sole shareholder of a corporation, or the sole member of a limited liability company. This report shall be made not later than twenty (20) days after the date on which the Board hires or rehires an employee or the employee returns to work, and the report shall include the following:

- A. The employee's full name, address, date of birth, social security number, and date of hire, rehire, or return to work;
- B. The employer's name, address, and federal employer identification number.

The Superintendent or designee may make the required report by submitting a copy of each employee's W-4 tax form, a form provided by the Department of Job and Family Services, or any other hiring document or data storage device or mechanism the Department authorizes by mail, fax, magnetic or electronic means. The information shall be sent to the Ohio New Hire Reporting Center, P.O. Box 15309, Columbus, Ohio 43215-0309. The Franklin Local Board of Education will comply with all aspects of the Immigration Reform and Control Act of 1986. The Board will delegate to the Superintendent or designee the responsibility of establishing procedures to assure compliance with this Act.

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

The Employment Eligibility Verification Form (Form I-9) must be retained for three (3) years or for one (1) year past the end of the employment of an individual, whichever is longer. Such forms must be made available for inspection to an Immigration and Naturalization Service (INS) or Department of Labor (DOL) officer upon request.

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

Completion of Form I-9

The Superintendent or his/her designee will have the following employees complete Form I-9:

- A. Persons hired after May 31, 1987--Form I-9 must be completed within three (3) business days of the date of the hire. If an individual is employed for less than three (3) days, the form must be completed before the end of the employee's first working day.
- B. Persons hired between November 7, 1986, and May 31, 1987--Form I-9 must have been completed before September 1, 1987.

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

- A. Persons hired before November 7, 1986.
- B. Persons hired after November 6, 1986, who left employment before June 1, 1987.
- C. Persons who provide labor to this District but who are employed by a contractor providing contract services.
- D. Persons who are independent contractors.

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

Acceptable Documents for Verifying Employment Eligibility

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

LIST A

Documents That Establish Both Identity and Employment Eligibility:

- A. United States Passport.
- B. Alien Registration Card (INS Form I-151) or Resident Alien Card (INS Form I-551), provided that it contains a photograph of the bearer, is evidence of authorization of employment in the United States, and contains security features to make it resistant to tampering, counterfeiting, and fraudulent use.
- C. Other document designated by the U.S. Attorney General.

LIST B

Documents that Establish Identity:

For individuals sixteen (16) years of age or older:

- A. State-issued driver's license or state-issued identification card containing a photograph. If the driver's license or identification card does not contain a photograph, identifying information relating to the individual should be included, such as name, date of birth, sex, height, color of eyes, address, or other information as determined by the Attorney General.

For individuals under age sixteen (16) who are unable to produce one (1) of the documents listed above:

- B. Documentation of personal identity as determined by the Attorney General.

LIST C

Documents That Establish Employment Eligibility:

- A. Social Security number card, other than one (1) which has printed on its face "not valid for employment purposes."
Note: This must be a card issued by the Social Security Administration; a facsimile (such as a metal or plastic reproduction that people can buy) is not acceptable.
- B. Other documents specified by the U.S. Attorney General.

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

The Superintendent or his/her designee must retain Form I-9 for three (3) years or for one (1)

year past the end of the employment of the individual, whichever is longer. Such forms will be retained in a separate file and shall be considered to be confidential and used only for employment eligibility verification purposes.

Preparation of Documents for Inspection

U.S. Immigration and Naturalization Service (INS) or Department of Labor (DOL) Officers are required to give employers three (3) days advance notice before an inspection. The Superintendent or his/her designee will assemble the I-9 forms in preparation for the inspection. Failure to provide the I-9 forms could result in civil money penalties for each employee for whom the form was not completed, retained, or presented. It is the policy of the Franklin Local Board of Education to comply with all federal and state laws, requirements and regulations prohibiting discrimination. It is the policy of the Board that no staff member, or candidate for a position, in this District shall, on the basis of race, color, religion, national origin, creed or ancestry, age, sex, marital status, or disability, be discriminated against, excluded from participation in, denied the benefits of, recruited, employed, assigned, evaluated, provided inservice education or other terms, conditions, and privileges of employment or otherwise be subjected to, discrimination in any program or activity for which the Board is responsible or for which it receives financial assistance from the U.S. Department of Education.

The Superintendent or designee shall act as the compliance officer for the Board. The responsibility of the compliance officer or designee shall be to insure that federal and state regulations are complied with and that any complaints are dealt with promptly in accordance with law.

Notice of the Board's policy on nondiscrimination in employment practices shall be posted throughout the District and published in any District statement regarding the availability of employment.

The Board directs the Superintendent to continually evaluate the District's employment practices to insure that equal opportunities are available to all applicants and employees based upon each individual's qualifications, merit, and job abilities. The personnel employed by the Franklin Local School District constitute the most important resource for effectively conducting a successful education program. The District's program will function best when it employs highly qualified personnel, conducts appropriate staff development activities, and establishes policies and working conditions which are conducive to high morale and which enable each staff member to make the fullest contribution to District programs and services.

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

- A. To develop and implement those strategies and procedures for personnel recruitment, screening, and selection which will result in employing the best available candidates, i.e., those with the highest capabilities, strongest commitment to quality education, and greatest probability of effectively implementing the District's education program.
- B. To develop general deployment strategy for the greatest contribution to the education program and to utilize it as the primary basis for determining staff assignments.
- C. To develop a climate in which optimum staff performance, morale, and satisfaction are produced.

- D. To provide positive programs of staff development designed to contribute both to improvement of the education program and to each staff member's career development aspirations.
- E. To provide for a genuine team approach to education, including staff involvement in planning, decision-making, and evaluation.
- F. To provide competitive compensation and benefits as well as other provisions for staff welfare.
- G. To develop and utilize for personnel evaluation positive processes which contribute to the improvement of both staff capabilities and the learning process.

A.

Qualifications

Qualifications for positions in the Franklin Local School District shall be established in the job description for the position. In general, the Board will approve qualifications that indicate that the candidate for a position has the training and professional competency to satisfactorily contribute to the achievement of the goals and objectives adopted by the Board. The qualifications for credentialed personnel are established by the State Board of Education and are the minimum qualifications required by the Board. In any organization, it is important that the responsibility for decision-making be clearly delineated. This is particularly true if the Superintendent of Schools for one reason or another is unavailable. In these cases, there should be a clear line of administrative succession which designates both responsibility and authority.

The Superintendent of Schools shall make his/her whereabouts known to the central office staff and the Board at all times. If the Superintendent leaves the District, he/she shall make every effort to communicate his/her itinerary to the executive secretary, who, in turn shall inform others who need to know. In case of a bona fide emergency, every effort will be made to notify the Superintendent of the situation. If the Superintendent is unable to be reached, the responsibility and the authority to act for the District shall fall to the Assistant Superintendent.

In cases when both the Superintendent and Assistant Superintendent must be out of the District, the Superintendent will designate a district administrator or principal to be in charge. When the Board determines that it is necessary to reduce the number of administrators currently employed in the District, it may suspend administrative contracts in whole, or in part, in accordance with this policy. The suspension of administrative contracts under this policy shall also be known as an administrative reduction in force (RIF) and may be implemented by the Board for any one or more of the following reasons:

1. the financial condition of the School District
2. financial circumstances affecting a particular program or grade level(s) within the School District
3. declining enrollment in the District as a whole or in a particular program(s) or grade level(s) within the District
4. the closing or consolidation of school buildings
5. staff reorganization in response to changes in law, curriculum, education policy, or the changing needs of the School District
6. the abolishment of administrative positions

7. territorial changes affecting the School District
 8. the return of regular administrators from a leave of absence or from disability retirement
- B. When implementing an administrative RIF, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools. In making such recommendations, the Superintendent shall first identify the administrative service areas in which reductions need to occur, which areas need not conform strictly with state licensure/certification fields. Within these service areas, reductions shall be made according to the needs of the District as determined by the Superintendent. Demonstrated success and suitability for the available assignments shall be the primary considerations in such determination. Years of service in the District as an administrator shall also be considered, but shall not be the primary or overriding factor.
- C. The Superintendent may recommend the reassignment of any administrator suspended under the foregoing procedure to another position for which he/she is properly licensed or certificated, if the individual currently holding such position has fewer years of service in the District as an administrator.
- D. If such reassignment is recommended by the Superintendent and approved by the Board, the administrator currently holding the position shall be displaced, and his/her contract suspended. Administrators whose contracts have been suspended under this policy shall have a right to be recalled to an administrative position for which they are qualified if such openings occur within twenty-four (24) months of their last day of active employment in the District as an administrator. When more than one suspended administrator is properly qualified for a given opening, priority in the recall shall be given to those individuals having longer administrative service within the District. "Qualified," as used in this paragraph, shall mean (1) possessing the necessary certification or licensure for the position and (2) having such other experience, training, or qualities as are deemed necessary by the Superintendent in his/her sole discretion. In no circumstance shall an administrator be entitled to recall to a position which would constitute a promotion.
- E. It shall be the responsibility of the suspended administrator to provide the Board with a current address and telephone number for purposes of notification. The failure of a suspended administrator to respond within seven (7) workdays of notification shall be deemed a rejection of the offer of recall. Administrators who hold continuing contracts as teachers within the District shall enter the teachers' bargaining unit following the suspension (RIF) of their administrative contract. Their rights upon entry into the teachers' bargaining unit shall be determined in accordance with the applicable provisions of law and the collective bargaining agreement, as it exists at that time.
- F. The term "suspension" as used in this policy in relation to administrative contracts shall not be taken to indicate either a continuing employment relationship following the suspension or the resumption of a previous contract upon recall. The suspension (RIF) of an administrative contract under this policy shall entirely sever the employment relationship between the parties. Upon recall, an entirely new contract shall be entered into.

Each administrator and supervisor shall be evaluated annually through a Board adopted written evaluation and in accordance with O.R.C. §3319.02.

Philosophy of Performance Evaluation

The Board of Education has a responsibility to create a favorable climate for all administrators in which to perform their duties and meet their responsibilities to the children and community. The school system uses its evaluation procedures to facilitate this goal.

The insight and growth of each administrator resulting from participation in the evaluation process, are more significant than the process itself. Evaluation should be continuous and should be a constructive, cooperative enterprise between the administrator and the evaluator.

The evaluative process is tailored to the individual's needs and minimizes the comparison of one person's performance with that of another. Each administrator has the opportunity to use initiative and leadership in defining specific goals and working cooperatively with his/her evaluator in accomplishing them.

Evaluation in the Franklin Local Schools is constructed to promote improved performance, professional growth, and professional integrity. Evaluation instruments shall be developed and/or utilized by the Superintendent as he/she determines to be appropriate in his/her professional judgment.

- A. The evaluation shall be conducted by the Superintendent or designee.
- B. The evaluation shall measure each administrator's effectiveness in performing the duties outlined in the job description.
- C. In order to provide time to show progress in correcting deficiencies identified in the evaluation process, the evaluation process shall be completed as follows:
 1. In any school year that the administrator's contract is not due to expire, at least one (1) evaluation shall be completed. A written copy of the evaluation shall be provided to the administrator no later than the end of his/her contract year as defined by the annual salary notice.
 2. In any school year that the administrator's contract is due to expire, at least a preliminary evaluation and at least a final evaluation shall be completed. A written copy of the preliminary evaluation shall be provided to the administrator at least sixty (60) days prior to any action by the Board of Education on the administrator's contract. A written copy of the final evaluation, indicating the Superintendent's intended recommendation to the Board of Education regarding a contract for the administrator, shall be provided to the administrator at least five (5) days prior to the Board's action to renew or not renew the contract.
- D. Before taking action on the administrator's contract, the Board of Education will send written notice to the employee of the pending action and advise him/her of the date the contract expires and of his/her right to request a meeting in executive session at which the Board shall discuss its reasons for considering renewal or nonrenewal of the contract. The administrator shall be permitted to have a representative present at this meeting.
- E. The Superintendent's recommendation shall be considered by the Board when acting on an administrator's contract.

- F. If the Board takes action to nonrenew the contract of an administrator, the administrator shall be provided with written notice of the Board's action on or before the last day of March of the year in which his/her contract expires.

This evaluation procedure does not create an expectancy of continued employment. Nothing contained herein shall prevent the Board of Education from making the final determination regarding the renewal or nonrenewal of the contract of any administrator. However, if the Board fails to evaluate the administrator pursuant to paragraph C. of this policy, or fails to provide a meeting to the administrator at his/her request, pursuant to paragraph D. of this policy, the administrator shall automatically be reemployed for the period of one (1) year at the same salary plus any increments authorized by the Board, except that, if the administrator has been employed by the district for three (3) years or more, the period of reemployment shall be for two (2) years. It is the policy of the Board of Education that District administrators be entitled to the same benefits provided to teachers under the terms of any current agreements or policies, except where greater benefits have been awarded under the terms of a personal contract between the administrator and the District.

Administrators may not benefit from this policy if they are participants in negotiations with teachers.

Additionally, the Superintendent, Treasurer and other 260 day administrators shall be entitled to cash in up to twenty (20) days of unused vacation days on July 31, each year, except where greater or lesser benefits have been awarded under the terms of a personal contract between the administrator and the District.

Board Approved August 16, 2011

Upon the recommendation of the Superintendent, the Board of Education may employ building principals and other administrative personnel required to accomplish the objectives of the School District in accordance with O.R.C. §3319.02. The Board shall enter into written contracts with its administrative employees specifying the employee's administrative position and duties, the salary and other compensation to be paid for the performance of the duties, the number of days to be worked, the number of days vacation, if any, and any paid holidays in the contractual year. The length of contract for principals and other administrators shall not exceed the maximum permitted by state law. Administrative personnel shall fulfill the requirements of the State Board of Education and shall meet the qualifications of education and/or experience set forth in the job description for the position.

Job Descriptions

Every administrative position shall have a specific role defined in a job description. The Superintendent shall be responsible for developing for each position an effective job description for the efficient management of the School District. In accordance with O.R.C. §3319.011, a superintendent pro tempore may be appointed by a majority of the members of the Board of Education upon determining the Superintendent is incapacitated in such a manner that he/she is unable to perform the duties of that office. Such incapacity shall be determined in one of the following ways:

- A. At the request of the Superintendent if the Superintendent is absent with pay by reason of personal illness, injury, or exposure to a contagious disease which could be communicated to others.
- B. Upon the certification of the attending physician that the Superintendent is unable to perform the duties of the office of superintendent and such Superintendent is absent without pay by reason of personal illness, injury, or exposure to a contagious disease which could be communicated to others.
- C. Upon the determination of a referee pursuant to O.R.C. §3319.16 that the Superintendent is unable to perform the duties of the office of superintendent and such Superintendent is absent with pay by reason of personal illness, injury, or exposure to a contagious disease which could be communicated to others.
- D. Upon granting of a leave of absence, without pay, requested by the Superintendent by reason of illness, injury or other disability of the Superintendent.
- E. Upon the placing of the Superintendent upon an unrequested leave of absence without pay by reason of illness or other disability of the Superintendent pursuant to O.R.C. §3319.13.

During the period of incapacity, the Superintendent shall:

- A.
 - 1. At his or her request, be placed on sick leave, with pay, not to exceed the amount of his or her accumulated but unused sick leave and any advancement of such sick leave which may be authorized by Board policy.
 - 2. At his or her request, or without such request, pursuant to O.R.C. §3319.13, be placed on a leave of absence without pay.
- B. The leave provided in subsection A.1. or 2. above shall not extend beyond the contract or term of office of the Superintendent.

The Board of Education shall annually evaluate the Superintendent. The evaluation process shall include but not be limited to the following:

- A. Effectiveness as the chief administrative officer for the Franklin Local Schools.
- B. Effectiveness as the chief educator for the Franklin Local Schools.
- C. Effectiveness as the chief representative of the Franklin Local Schools to students, the staff, the Board, the community, the State of Ohio, and the nation.
- D. Effectiveness in accomplishing specific goals, both those self-established and those established by the Board of Education for the year being evaluated.
- E. Identification of strengths and weaknesses with suggestions for improvement.

Procedure

At least once each fiscal year, the Board of Education and Superintendent shall meet in executive session for the purpose of mutual evaluation of the performance of the Superintendent. The basis for this evaluation shall be, but not be limited to, the Board adopted job description for the position of Superintendent of Schools. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in

reasonable detail, specific instances of unsatisfactory performances. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be made available to the Superintendent. The Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the Superintendent's evaluation. Upon the request of the Superintendent, the Board shall meet with him/her to discuss the evaluation within thirty (30) days of the delivery of the written evaluation to the Superintendent.

The annual evaluations shall be considered by the Board of Education in deciding whether to renew the Superintendent's contract; however, the establishment of this evaluation procedure does not create an expectancy of continued employment. Nothing contained herein shall prevent the Board of Education from making the final determination regarding the renewal or nonrenewal of the Superintendent's contract.

Franklin Local School District

Assessment of Superintendent's Performance

Superintendent's Name _____

Date _____

Scoring Instructions: Please assess the superintendent's performance by scoring each item. A score of (1) is the lowest possible score and connotes gross incompetence; a score of (6) indicates excellent and/or commendable performance. Your appraisal is a serious and responsible assignment. The superintendent wants to know his level of performance as perceived by the board.

Areas of Responsibility	Unsatisfactory		Satisfactory		Commendable		Comments
	1	2	3	4	5	6	
<u>A. Relationships with the Board</u> 1. Keeps the board informed on issues, needs, and operation of the local board office.							

<p>2. Offers professional advice to the board on items requiring board action, with appropriate recommendations based on thorough study and analysis.</p>							
<p>3. Interprets and executes the intent of board policy.</p>							
<p>4. Seeks and accepts constructive criticism of his work.</p>							
<p>5. Supports board policy and actions to the public and staff.</p>							
<p>6. Has a harmonious working relationship with the board.</p>							
<p>7. Understands his role in administration of board policy, makes recommendations for employment or promotion of personnel in writing; and accepts responsibility for his recommendations.</p>							
<p>8. Accepts his responsibility for maintaining liaison between the board and personnel, working toward high degree of understanding and respect between the staff and the board, and the board and the</p>							

staff.							
9. Goes immediately and directly to the board when he feels an honest, objective difference of opinion exists between him and any or all members of the board, in an earnest effort to resolve such difference immediately.							
10. Works with the entire board, not individuals.							
Areas of Responsibility	Unsatisfactory		Satisfactory		Commendable		Comments
	1	2	3	4	5	6	
<u>B. Community Relationships</u>							
1. Gains respect and support of the community on the conduct of the local school operation.							
2. Develops friendly and cooperative relationships with the news media.							
3. Participates in community life and affairs.							
4. Works with groups to strengthen relationships and communications in an							

organized way.							
5. Handles problems raised by community in a timely, organized manner.							
6. Initiates positive PR programs and works through the staff to implement the programs.							
C. <u>Staff and Personnel Relationships</u>							
7. Develops and executes sound personnel procedures and practices.							
8. Develops good staff morale and loyalty to the organization.							
9. Treats all personnel fairly, without favoritism or discrimination, while insisting on performance of duties.							
10. Recruits and assigns the best available personnel in terms of their competencies.							
11. Encourages participation of appropriate staff members and groups in planning, procedures, and policy interpretation.							
12. Evaluates performance of staff members,							

giving commendation for good work as well as constructive suggestions for improvement.							
13. Takes an active role in development of salary schedules for all personnel, and recommends to the board the levels which, within budgetary limitations, will best serve the interests of the district.							

Areas of Responsibility	Unsatisfactory		Satisfactory		Commendable		Comments
	1	2	3	4	5	6	
D. Educational Leadership							
1. Understands and keeps informed regarding all aspects of the instructional program.							
2. Organizes a planned program of staff evaluation and improvement.							
3. Becomes involved in legislative activity.							
4. Works with instructional staff to upgrade their performance.							
5. Involves pertinent people in the planning process before arriving							

at a decision that requires their implementation.							
6. Resourceful in visualizing and developing new ideas, methods, and products.							
7. Is productive – as shown by work output, time and energy devoted and results obtained.							
8. Completes tasks in a timely manner, i.e., a realistic blend between quality and quantity.							
9. Provides leadership in staff development (in-service education, positive self-concept, explanation and interpretation of new programs, regular/special education coordination, periodic professional meetings).							
E. Business and Finance							
10. Supervises operations, insisting on competent and efficient performance.							
11. Determines that funds are spent wisely, and adequate control and accounting are maintained.							
12. Organizes staff for							

efficient management.							
13. Delegates authority and responsibility.							
14. Follows up.							
Areas of Responsibility	Unsatisfactory		Satisfactory		Commendable		Comments
	1	2	3	4	5	6	
1. Works on keeping taxes low and yet provides a good educational program within fiscal limits.							
2. Keeps the district moving forward and upward.							
F. Personal Qualities							
3. Maintains high standards of ethics, honesty, and integrity in all personal and professional matters.							
4. Devotes his time and energy effectively to his job.							
5. Demonstrates his ability to work well with individuals and groups.							
6. Maintains his professional development by reading, course work, conference attendance, work on professional							

committees, visiting other districts, and meeting with other superintendents.							
7. Ability to communicate – verbal and written materials are concise, well organized, effectively presented and readily understood.							
8. Is able to give credit to others.							
9. Dependability and perseverance – meets promises and finishes tasks without frequent checking and in spite of difficulties.							
10. Adaptability – capable and willing to adjust to new conditions and assignments.							
11. Enthusiasm – develops and radiates interest in assigned tasks.							

Comments

Board President's Signature

Date

Superintendent's Signature

Date

TITLE: Superintendent of Schools

REPORTS TO: Board of Education

SUPERVISES: Directly or indirectly, all employees of the district.

JOB GOAL: To provide leadership in developing and maintaining the best possible educational programs and services for the Franklin Local School District.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- A. The Superintendent is the Purchasing Agent for the District.
- B. Prepares and submits to the Board recommendations relative to all matters requiring Board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to insure the making of informed decisions.
- C. Attends and participates in all meetings of the Board and its committees, except when own employment or salary is under consideration.
- D. Advises the Board on the need for new and/or revised policies and sees that all policies of the Board are implemented.
- E. Prepares the annual operating budget recommendations and implements the Board approved budget.
- F. Informs and advises the Board about the programs, practices, and problems of the schools, and keeps the Board informed of the activities operating under the Board's authority.
- G. Secures and nominates for employment the best qualified and most competent credentialed and classified personnel.
- H. Assigns and transfers employees as the interest of the District and negotiated agreements may dictate, and reports such action to the Board for information and record.
- I. Reports to the Board the case of any employee whose service is unsatisfactory, and recommends appropriate action.
- J. Holds such meetings with all personnel as necessary for the discussion of matters concerning the improvement and welfare of the schools.
- K. Serves as the chief public relations officer of the District, keeping the public informed about modern educational practices, educational trends, and the policies, practices, and problems in the District's schools.
- L. Delegates at own discretion to other employees the exercise of any powers or the discharge of any duties with the knowledge that the delegation of power or duty does not relieve the Superintendent of final responsibilities.
- M. Keeps informed of modern educational thought and practices by advanced study, by visiting school systems elsewhere, by attending educational conferences, and by other appropriate means, and keeps the Board informed of trends in education.
- N. Serves as the District's chief instructional leader. Assures study and revision of all curriculum guides and courses of study, on a continuing basis.
- O. Recommends to the Board for its adoption all courses of study, curriculum guides, and major changes in texts, as well as schedules to be used in the schools.
- P. Makes recommendations with reference to the location and size of new school sites and of additions to existing sites; the location and size of new buildings on school sites; the plans for new school buildings; all appropriations for sites and buildings; and improvements, alterations, and changes in the buildings and equipment of the District.
- Q. Submits to the Board a clear and detailed explanation of any proposed procedure which would involve either departure from established policy or the expenditure of substantial sums.

- R. Oversees that adequate records are maintained for the schools, including a system of financial accounts; business and property records; and personnel, school population, and scholastic records. Also acts as custodian of records and contracts, securities, documents, title papers, books of records, and other papers belonging to the Board.
- S. Makes recommendations to the Board concerning the transportation of pupils in accordance with the law and the requirements of safety.
- T. Provides suitable instructions and regulations to govern the use and care of school properties.
- U. Attends, or delegates a representative to attend, all meetings of municipal agencies at which matters pertaining to the public schools appear on the agenda.
- V. Performs other tasks as specified by state statute or as may be assigned by the Board, including but not limited to negotiations, liaison with governmental agencies, colleges and universities.

TERMS OF EMPLOYMENT: Twelve months a year, salary and fringe benefits to be arranged with the Board.

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of the Superintendent. The Superintendent shall hold a superintendent's certificate and may be appointed by the Board of Education for a term of not more than five (5) years beginning the first day of August and ending the thirty-first day of July. The Superintendent shall serve on a twelve (12) month contract. The Superintendent may be reemployed the calendar year preceding the year of expiration of his/her contract of employment. The Superintendent shall be reemployed prior to March 1 of the year of contract expiration.

The Board of Education shall enter into an employment contract with the Superintendent, which shall include the following information:

- A. The title of the position;
- B. A job description for the position;
- C. The term for which employment is contracted including beginning and ending dates;
- D. The annual salary and the intervals at which it will be paid;
- E. Other compensation including benefits;
- F. The annual number of days to be worked;
- G. The annual number of days of vacation and holidays; and
- H. Such other matters as may be agreed upon.

The Superintendent of Schools shall be the chief executive officer of the school system and shall have, under the direction of the Board of Education, supervision of all of the public schools and of all the personnel and various personnel departments of the school system. The Superintendent of Schools is responsible for the management of the schools under the Board's policies and is accountable to the Board.

The Superintendent of Schools, at his/her discretion may delegate to other school personnel the exercise of any powers and the discharge of any duties imposed upon the Superintendent by these policies or by vote of the Board. The delegation of power or duty, however, shall not relieve the Superintendent of responsibility for the action taken under such delegation.

The Superintendent shall perform such duties as set forth in the Ohio Revised Code and the Board adopted job description. The Superintendent's salary may be increased during the term of office but shall not be decreased unless coincident action involves a general reduction in the Board's adopted salary schedule for teachers and other employees.

Board Approved August 16, 2011

The Board of Education supports the concept and application of team management in the administration of the Franklin Local Schools.

The Superintendent of Schools shall lead, determine structure, and designate membership for the total management team. The team is responsible to the Superintendent who, in turn, is responsible to the Board.

For operational purposes a district administrative support team representing all levels of administration shall be established to facilitate the decision-making process for the management team. Moreover, teams may be constituted as necessary to carry out specific organizational goals or objectives.

The Superintendent of Schools shall designate members of the district management team to participate with the Board negotiating team in negotiations with employee groups. While the Franklin Local Board of Education is charged by the State of Ohio with the responsibility for providing opportunities for the children of its schools and of directing those public school activities, which the state entrusts to its care and supervision, a carefully planned pattern of administrative authority is observed by the Board. In fulfilling its obligations, the Board acts through the power of legislation by the determination of policies and the evaluation of the results. The direct administration of the school system is delegated to the Superintendent of Schools whom the Board appoints to act as chief executive officer of the Board. The Superintendent is held individually and directly responsible to the Board of Education for the execution of all its policies and its legislation, for the development, supervision and operation of the school program and facilities, and for such other duties assigned to him/her by the Board.

In the absence of Board policy, the Superintendent shall exercise his/her best judgment in addressing any situation which may arise. However, the Superintendent's decision may be subject to review by the

Board of Education at its next regular meeting. It is the Superintendent's duty to inform the Board of Education of any such action and of the need for an official policy.

In general, it is the primary duty of the Board to establish policies and that of the Superintendent to administer such policies. In administering the policies of the Board, the Superintendent may promulgate and implement administrative guidelines, procedures, and regulations. As long as the contents of these administrative guidelines, procedures and regulations are not inconsistent with Board policy or federal or state laws, rules, or regulations, they shall be considered an extension of Board policy and binding upon all employees, students, and other persons.