

Operational Procedures for Non-Teaching Employees



Findlay City Schools

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GENERAL INFORMATION

Important Phone Numbers:

Human Resources Office	419-427-5488
Payroll Questions	419-425-8215

Insurance Information:

Insurance benefits and retirement benefits do not start automatically. You must fill out the proper forms. All forms can be found at the Human Resources Office located at 2019 Broad Ave. or telephone 419-427-5488.

OPERATIONAL PROCEDURES FOR NON-TEACHING EMPLOYEES

1. Definitions of Classified Positions

Classified positions are those employees in the Findlay City School District who are non-teaching, non-administrative employees specifically excluded from bargaining units due to the nature of their positions. These positions fall under the provisions of Chapter 124 of the Ohio Revised Code and of the local Civil Service Commission. (Exception: The four clerical and administrative support employees for the Superintendent, Assistant Superintendent and Treasurer are unclassified and are not within the District's classified civil service. Except as otherwise indicated herein, by a reference to classified employees, these operational procedures apply to these employees.) Vacation is available as stated in Article 25. Transfers within classifications can be routinely made. Transfers between classifications shall be handled as described in Article 4, H. However, service credit may be given in some instances. These operational procedures apply to all classified employees who work in Findlay City School buildings except those who are designated as substitutes and are used on a per diem basis.

2. Definition of Educational Aides

The District's educational aides are employed under Section 3319.088 of the Ohio Revised Code, and by operation of law, are not within the District's classified civil service. Except as otherwise indicated herein, by a reference to classified or twelve-month employees, these operational procedures apply to regularly employed aides.

3. Probationary Period for Classified Employees

A. Definition:

The probationary period is a trial period at the beginning of an original appointment or immediately following a promotion during the last half of which the employee may be removed (in case of original appointment) or reduced (in case of promotion) without cause.

B. Nature and Length of Probationary Period:

Each classified employee shall serve a probationary period of six (6) months of work following any original appointment or promotion.

C. Evaluation during Probationary Period:

No appointment or promotion is final until the employee has satisfactorily served the probationary period.

If the employee's service is unsatisfactory, he/she may be removed or reduced at any time during his probationary period. The Assistant Superintendent shall notify the local Civil Service Commission of the reason for a removal.

All classified employees shall be evaluated twice during their probationary period and once yearly thereafter. This requirement shall be adjusted when appropriate in order to accommodate unexpected periods of absence or other exceptional or unforeseen circumstances.

D. Provisional Appointments

When an urgent need exists to fill a classified vacancy and no suitable eligible list exists, the Assistant Superintendent may certify a nominee of the Board for provisional appointment, without benefit of competitive examination.

In an emergency, an appointment may be made without regard to civil service rules, but such appointment shall not exceed thirty (30) days and in no case shall successive appointments be made.

A provisional employee who passes an examination for the position held shall be appointed as a permanent employee in the position before an eligible list is established.

If such a provisional employee remains in the same classification for six (6) months of continuous service, during which period no competitive examination is held, he/she shall become a permanent classified employee at the end of such time.

4. **Salary, Salary Step Placement and Seniority**

A. Salary

Pay will not be spread over twelve (12) months for less than twelve (12) month employees, except clerical staff.

B. Salary Step Placement

When an employee is hired (or moved to another classification), the Assistant Superintendent shall determine the salary step of the employee based on administrative guidelines. The employee shall be considered to have all the experience and qualifications for that step and shall thereafter advance through the steps accordingly.

C. All educational aides and clerical personnel shall receive step advancement in July through the first eight (8) years. All Technical Aides will receive step advancement in July through the first five (5) years. All cafeteria personnel shall receive step advancement in July through the first five (5) years. After that, steps are given on the employee's anniversary date. All other personnel receive steps according to the employee's anniversary date. These rules apply unless the Board acts to freeze advancement as occurred for 2011 – 2012 school year.

D. In order to receive step advancement, an employee must work 120 or more days per fiscal year.

E. Anniversary Date

An employee's anniversary date shall be the date the employee begins regular employment with the

District. The date hired as a substitute or call-in sub does not constitute an anniversary date.

F. Seniority Date

The seniority date shall be the date an employee started in his/her present classification. Seniority is the length of continuous service an employee has in a particular classification. Authorized leaves of absence do not interrupt continuous service.

- 1) Substitute or per diem workers shall not accumulate seniority.
- 2) The seniority date may be computed using previously interrupted service in the same classification only if the interruption was a Board-approved leave of absence.

G. Seniority List, Definition

Seniority lists for each overall classification and sub-classification shall be published on-line by January 31 of each year. The overall lists shall include; Clerical, Aides, Technical Aides, Transportation, and Food Service.

H. Vacancies*

- 1) If a position becomes vacant:
 - a. those within the overall classification may apply;
 - b. those from other classifications may apply; and
 - c. the filling of each position shall be governed by the principle of selecting the best person for the position, as determined solely by the Superintendent or designee.**
- 2) If a position is removed:
 - a. the employee whose position is removed must move into another position as determined solely by the Superintendent or designee.**

* See Section 19 below regarding transfers. Qualifications for the particular position are always taken into account.

** Civil Service rules apply for all classified positions.

5. Grievance Procedure

Any employee to whom these Operational Procedures apply may file a grievance in accordance with the following terms:

A. Definitions:

- 1) **Grievance:** A claim by an employee that there has been a violation, misinterpretation, or misapplication of the terms of these procedures or of a specific provision of a written Board policy or regulation.

- 2) Days: “Days” shall mean work days during which the District’s administrative offices are open for the conduct of business.
- 3) Grievance Procedure Steps:
 - a. It is usually most desirable for an employee and the employee’s immediate supervisor to resolve problems through free and informal communications. A conference should be held as soon as possible, but in all events within two (2) days from the time the grievance occurs. When requested, one (1) person of the employee’s own choosing may assist in this resolution. Should such informal procedures fail to satisfy the grievant, a grievance may be processed as follows:

Step 1: Within ten (10) days from the time the grievance occurs, the grievant shall present the grievance on the Grievance Form to his supervisor or Assistant Superintendent, who will arrange for a meeting to take place within three (3) days after receipt. The grievant and/or the supervisor may request one (1) person of their choosing to be present. The supervisor will provide the grievant with a written disposition within three (3) days after the meeting.

Step 2: If the action taken at Step 1 does not resolve the grievance, the grievant may, within five (5) days of the supervisor’s disposition, appeal to the Superintendent, who shall arrange for and preside at a conference to take place within three (3) days after receipt of the Grievance Form. If the Superintendent is unavailable, his/her designee shall conduct the conference. Upon the conclusion of the conference, the Superintendent (or designee, if applicable) will, within three days, present a written disposition to the grievant. The immediate supervisor can be substituted by another supervisor with mutual consent of the parties.

Step 3 – Questions of Board Policy Only
If the action at Step 2 does not resolve the grievance, and the grievance claims a violation, misinterpretation, or misapplication of Board policy, the grievant may, within five (5) days after receipt of the Superintendent’s written position, appeal to the Board. The Board in its sole discretion may decline to hear a grievance, in which the Step 2 grievance response will be considered final.
- 4) General
 - a) No reprisals will be taken against any party participating in the Grievance Procedure.
 - b) The Administration and the grievant will mutually cooperate in the investigation of any grievance and will furnish such relevant information as is requested for the processing of the grievance.
 - c) Should the investigation or processing of any grievance require that an employee be excused from regular duties, the employee shall be provided time off without loss of pay or benefits. Every possible effort will be made to avoid interference with work schedules of the grievant and other participants.

- d) Classified civil servants can appeal a grievance to the Findlay Civil Service Commission in accordance with the Ohio Revised Code after exhausting all other administrative remedies.
- e) Any grievance not answered by the Administration within the appropriate time limits may cause the grievance to automatically advance to the next step.
- f) Appendix A - Grievance Form

6. **Disciplinary Procedure**

A non-probationary classified employee may be suspended or removed for violation of Board rules and regulations, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other failure of good behavior, any other acts of misfeasance, malfeasance, or nonfeasance.

- A. First, a verbal warning shall be given by either the Assistant Superintendent or the employee's supervisor for any incident. A witness may be present, at the option of the employee. A written record of this verbal warning shall be made.
- B. Second, a written reprimand shall be given to the employee and a copy placed in the personnel file of the employee.
- C. Third, a suspension, without pay, will be imposed.
- D. Fourth, removal will result.
- E. Infractions may result in the immediate imposition of any of the discipline identified above and not in the order identified above where warranted by the circumstances.
- F. Accidents While Driving a District Vehicle
 - (1) The first chargeable accident will result in a written reprimand.
 - (2) The second chargeable accident will result in a minimum of three (3) days suspension without pay or removal.
 - (3) The third chargeable accident will result in removal.
 - (4) Violations are counted as long as they remain on the Abstract.
 - (5) Exceptions to this procedure may be made where warranted by the circumstances.

7. **Job Descriptions**

Each new employee will be furnished a copy of the relevant job description.

8. Employee Absence

- A. An employee shall not be excused or absent from a work location without proper authority. An employee must call in to advise the appropriate supervisor if he/she is going to be absent for any reason. Form #26a. (Appendix B)
- B. Failure to report for work for three consecutive days without notifying your direct supervisor will be considered a voluntary resignation.
- C. Perfect Attendance Bonus Pay (regular 12 month employees)

A Regular Employee is defined throughout these operational procedures as an employee other than a substitute, or casual, seasonal, as needed, per diem employee.

Bonus pay of one (1) regular day's pay per each half year of perfect attendance will be paid twice per year to regular employees who meet the following conditions:

- (1) Half years are defined as January 1 through June 30 and July 1 through December 31.
- (2) The employee has not missed any regularly scheduled work time for any reason including sick time or without pay days.
 - (a) Does not include calamity days.
 - (b) Does not include overtime.
 - (c) Does not include vacation.
 - (d) Does not include required court appearance.
 - (e) Does not include personal days.
 - (f) Does not include professional days.
- (3) There are no exceptions, except as listed herein.
- (4) The employee must have been a regular employee the entire six (6) months period.
- (5) If an employee qualifies for the perfect attendance bonus pay for both halves of a fiscal year (July 1-June 30), he/she will receive a third day of bonus pay.

- D. Perfect Attendance Bonus Pay (regular less-than-12-month employees)

Bonus pay of one (1) regular day's pay per each semester of perfect attendance will be paid twice per year to employees who meet the following conditions:

- (1) Semesters are established by the Board adopted calendar. The first semester starts on the first work day of the current school year and concludes as prescribed in the Board adopted calendar. The second semester begins on the first work day on the prescribed second semester and concludes on the last scheduled work day of the school year.
- (2) The employee has been a regular employee for the entire semester.
- (3) There are no exceptions, except as listed herein.

- (4) The employee must not have missed any regularly scheduled work time for any reason including sick time or without pay days.
 - (a) Does not include calamity days.
 - (b) Does not include overtime.
 - (c) Does not include required court appearances.
 - (d) Does not include personal days.
 - (e) Does not include professional days.
- (5) If an employee qualifies for the perfect attendance bonus pay for both halves of a fiscal year (July 1-June 30), he/she will receive a third day of bonus pay.

9. Personal Leave

- A. Each employee is permitted three (3) days of personal leave. Such leave is for the purpose of attending to essential business and associated travel or matters which cannot be taken care of except during normal working hours. Leave shall not be used for recreational activities, shopping, vacation, or seeking, obtaining or engaging in gainful employment or other income-producing activities. The first and last week of the school year and days immediately before and after school breaks and holidays shall be avoided except in emergency cases approved by the Assistant Superintendent. This leave shall be calculated in hours as three times the employee's regular number of hours per day (personal leave for part-time employees shall be pro-rated based on time actually worked in a work week). Personal leave is on a July 1 to June 30 basis. An employee's personal leave entitlement shall be prorated to the nearest whole day if the employee is in paid status for only part of the work year regularly scheduled for the classification.
- B. Whenever the number of requests for personal leave on any specific day causes the supply of substitute personnel to be depleted, those employees who cannot be relieved by substitutes shall be expected to select another date for their personal day. If a substitute cannot be obtained, the supervisor shall notify the employee two (2) days before the requested personal day.
- C. Application for personal leave shall be in writing (Form #136A) (Appendix C) and shall include the reason for use. The application shall be sent to the immediate supervisor at least five (5) days before the desired date, if possible.
- D. Use of personal leave shall be allowed for any of the following reasons:
 - (1) Required court appearance as litigant or witness.
 - (2) Settling an estate.
 - (3) Legal matter which cannot be handled on weekends.
 - (4) Income tax audit.
 - (5) Unusual "acts of God."
 - (6) Major disasters or accidents affecting family or property.
 - (7) Family emergencies.
 - (8) Graduation exercises or weddings of self or member of immediate family.
 - (9) Funeral of a close friend or relative not covered by sick leave.
 - (10) Mechanical failure of motor vehicle.
 - (11) Moving from one residence to another.
 - (12) Other justifiable reasons approved by the Assistant Superintendent.

- E. An employee may bank to the employee's credit for purposes of the severance stipend described in 13. Severance Pay any unused personal days. If the employee becomes eligible for and takes payment under 13. Severance Pay, the employee will receive, in addition to any other payment that is due under that section, pay for all accumulated banked personal leave days based on the following formula: Total number of banked days x the employee's daily rate of pay at the time of final service x 25%. Payment under this provision will be made at the same time as payment is made under 13. Severance Pay.

10. Jury Duty

An employee may be excused to serve jury duty or will be excused under subpoena to appear in court. The employee will receive regular pay, but first must submit any compensation received along with an Employer's Certificate or copy of any order to appear in court that he/she receives. An Employer's Certificate is obtainable at the Court House when reporting for jury duty. The employee shall return to work if excused by the court (2) hours or more prior to the employee's normal quitting time.

11. Leave of Absence

- A. Upon written request, the Board may grant a leave of absence for a period of not more than two (2) years for education, professional or other purposes, and shall grant such leave where a bonafide illness or other disability is the reason for the request.
- B. Upon the employee's return from leave, the Board may terminate the employment of a person hired to replace the returning employee for the period of leave.
- C. Substitute employees are defined as individuals who are called in to work in place of regular employees. These employees work on a day-to-day basis and are not entitled to the leaves of absences described in these procedures.

12. Time off Without Pay (deduct days)

Because days off without pay affect your school benefits, you are expected to request time off without pay only in the case of emergency. Time off without pay may only be requested when appropriate sick days, personal days and vacation days have been exhausted and will be granted only in the case of emergency with the written approval of your supervisor. Employees taking unpaid days will be charged their per diem pay and the Board's per diem insurance cost. Employees who wish to take more than three (3) unpaid deduct days may only do so with the written approval of the superintendent or his designee.

13. Sick Leave

- A. Accumulation of Sick Leave Credit
 - 1) All full time employees (40 hours/week) shall receive sick leave in the amount of ten (10) hours per month. All part time employees' (less than 40 hours/week) sick leave will be prorated based on the number of hours worked per week. Sick leave is accrued monthly (12 times per year) for all employees.

- 2) The Assistant Superintendent may advance up to a maximum of five (5) days of sick leave to employees whose current sick leave has expired, upon written request. Each newly hired employee and all employees who have exhausted their accumulated sick leave shall be entitled to an advancement of a maximum of five (5) days of sick leave each year to be charged against the sick leave they subsequently accumulate. If an employee uses the advanced sick leave and terminates employment before such leave has actually been accrued, he/she shall reimburse the Board for sick leave used but not earned.
- 3) The amount of sick leave credited to an employee accumulates without limit.
- 4) Sick leave credit accumulated in other Ohio school districts after July 1, 1950 is transferable to the record of any school employee, upon presentation of certification by the employee from the school district, governmental, or educational agency in Ohio.

B. Use of Sick Leave

- 1) Employees may use sick leave, upon approval of the immediate supervisor for absence due to:
 - a) illness, injury, or exposure to contagious disease, where quarantined by the Board of Health
 - b) illness or death in the employee's immediate family. The term "immediate family" in the case of illness means spouse, children, and parents, regardless of place of residence, and relatives living within the household. The term "immediate family" in the case of death shall also include brothers, sisters, grandparents, and grandchildren.
 - c) an employee may use accumulated sick leave for the six (6) week period immediately following the date of delivery of a baby. Additional sick time will be granted only when a physician certifies a pregnancy-related disability. The appropriate paperwork must be completed and returned to the Human Resources Office prior to the birth of the baby.
 - d) the funeral of a near relative.
 - e) any other reason approved by the Assistant Superintendent
- 2) The employee may be required to furnish a satisfactory affidavit to the effect that the absence was caused by illness or due to any of the foregoing causes. A satisfactory affidavit for illness may not be backdated.
- 3) Employees who have been absent for three (3) days or more, due to illness, may be required to present a statement from the physician indicating that they are physically able to fully resume their duties.
- 4) An employee who has worked for the District for at least 12 months is eligible for up to 12 work weeks (or up to 26 work weeks of military caregiver leave to care for a covered service member with a serious injury or illness) of FMLA leave during a 12-month

period, provided the employee worked at least 1,250 hours in the 12 months preceding the beginning of the leave. An eligible employee may take FMLA leave for:

- a) the birth and first-year care of a child;
- b) the adoption or foster placement of a child;
- c) the serious illness of an employee’s spouse, parent or child;
- d) the employee’s own serious health condition that keeps the employee from performing the essential functions of his/her job;
- e) qualifying exigency leave for families of members of the National Guard and Reserves when the covered military member is on active duty or called to active duty in support of a contingency operation and
- f) military caregiver leave (also known as covered service member leave) to care for an ill or injured service member.

The Employee Rights and Responsibilities under the Family and Medical Leave Act may be found in Appendix G or on-line at: <http://www.findlaycityschools.org/forms/FMLAEmployeeRightsResponsibilities.pdf>

Full provisions of the Family and Medical Leave Policy can be found in Board Policy 7.11a.

- 5) **Unscheduled Absence** is any leave time from an assigned shift in which the employee failed to secure prior approval of their immediate supervisor. Make up time for lost hours must be pre-approved by the immediate supervisor to avoid an **Unscheduled Absence**. For the purpose of determining if corrective action is warranted due to the accumulation of unscheduled absences, a rolling twelve (12) months period will be used. Any unscheduled absence that is more than twelve (12) months old will not be used in the calculation of the total number of unscheduled absences.

The following “corrective actions” will be taken when the listed number of *unscheduled absences* occurs:

<u># Of Unscheduled Absence Days</u>	<u>CORRECTIVE ACTION</u>
5	Verbal warning
6	Written warning
8	One-day Suspension w/o pay
10	Termination

Unscheduled absences may result in the immediate imposition of any of the corrective action identified above and not in the order identified above where warranted by the circumstances.

14. Severance Pay

Severance pay is a one-time, lump-sum payment to eligible employees. Eligibility is determined at the final date of employment. The criteria include all of the following:

- A. The individual must retire from the District.
- B. The individual must qualify for service retirement under the applicable Ohio retirement system as of the last date of employment.
- C. The individual must, within 120 calendar days of the last day of employment, prove acceptance into the retirement system by having received and cashed his/her first retirement check. (Copy provided to the Treasurer’s Office)
- D. The individual must have not less than five (5) years of service with the District.

- E. The individual must sign for the severance check certifying all eligibility criteria have been met.
- F. The amount of the benefit due shall be calculated as follows:

Employee will receive a severance per diem stipend of 25% of his/her accumulated sick & personal leave.
- G. Payment under this plan will be made in accordance with the tax deferred ING plan. Employees not eligible for the ING plan will receive a lump sum payment after January 1 of the year following retirement.
- H. Employees applying for/or receiving disability retirement are not eligible to participate in this plan.

15. Rest Periods

- A. All seven (7) and eight (8) hour employees receive a fifteen (15) minute paid rest period at approximately the middle of each half shift worked. Supervisors may assign the breaks together for a period not to exceed one-half hour.
- B. Employees working at least four (4) but less than seven (7) hours daily receive one (1) fifteen (15) minute paid rest period.

16. Lunch Breaks

- A. All employees working five (5) consecutive hours or more receive at least a thirty (30) minute, duty-free (unpaid) meal period. The supervisor shall schedule the time, which shall be as near the middle of a shift as possible. If an employee's meal period is interrupted by the supervisor due to an emergency, the employee will reschedule the meal period to achieve the thirty-minute minimum.
- B. If an employee chooses to leave his/her work location during the lunch period, the employee shall at the request of his/her supervisor report this in advance. The employee's total time away from the job shall not exceed the total time off permitted under Section A above.

17. Calamity Days

- A. Definition: A calamity day is a day when school was scheduled to be open but had to be closed due to bad weather, sickness, utility failure or some other exceptional reason. A calamity day encompasses only the time when students are to attend school.
- B. All regular employees will be paid for calamity days and delays (except as noted in F).
- C. Under most circumstances, regular employees shall not be required to work on a calamity day unless specifically called in by the Assistant Superintendent or designee (or as noted in F).
- D. If any regular employee (except those noted in F) is required to work on a calamity day, the employee shall receive, in addition to regular pay for the day, straight-time earnings for hours actually worked.

- E. If any regular employee is required to come in on a calamity day at hours not regularly worked, the employee shall receive the premium rate of time and one-half for those hours worked which are not regular hours.
- F. Effective July 1, 2010 all 12-month technical aides were given 2 additional vacation days to compensate for the expectation that they are to work all calamity days and delays in the future. Effective July 1, 2008 all 12-month bus mechanics, secretaries, executive secretaries, and accounting/payroll staff were given 2 additional vacation days per year and a 15 cent per hour raise to compensate for the expectation that they are to work all calamity days and delays in the future. Newly hired 12-month employees will have those two additional days posted in their first month of employment. Employees may use an accrued personal or vacation day if he/she feels conditions are unsafe for travel from their home.

18. Days of Work

- A. The normal work week shall be Monday through Friday - five (5) days, with the exception of those positions where the normal schedule includes Saturday and Sunday. Exceptions can be made by the Assistant Superintendent

19. Transfers

- A. When a vacancy that the Board determines to fill occurs in a particular classified classification, a notice will be emailed to each employee and posted on the District website advising that applications will be accepted from employees who are interested in a transfer. This notice will specify the location of the vacancy, the title of the vacancy, and other pertinent information regarding the vacancy and shall state the final date for receipt of applications. Employees will be allowed no less than five (5) work days but in no event more than ten (10) calendar days to file an application in writing to fill vacancies. The filling of each position shall be governed by the principle of selecting the best person for the position, as determined solely by the Superintendent or designee.
- B. An employee serving an original appointment probationary period shall not be eligible for a lateral transfer. A maximum of one (1) lateral transfer per calendar year shall be permitted, unless approved by the Assistant Superintendent.
- C. After the above procedures have been completed and a position vacancy still exists, the position shall be filled in accordance with Civil Service rules.

20. Overtime

- A. All overtime must be pre-approved by Assistant Superintendent.
 - 1) All hours worked over forty (40) in one work week will be paid at rate of time and one-half.
 - 2) Work week will commence on Monday and conclude on Sunday.
 - 3) Employees are not eligible for overtime pay unless they actually work more than forty (40) hours in a week.

B. Food Service Personnel only:

Salary Schedule Information - For extra hours worked over regularly scheduled hours:

- 1) School functions - regular pay rate shall be paid.
- 2) Non-school functions - time and one-half shall be paid.
- 3) Overtime will be assigned by the Assistant Superintendent or designee.

21. Travel Allowance

An employee required to use his/her own vehicle to service the Board shall be paid at the current approved rate of reimbursement for actual travel distance.

22. Pay Days

When a pay day falls on a banking holiday or a weekend, the preceding banking day shall be pay day. All employees, including substitutes, hired after August 1, 2006, shall have their pay provided semi-monthly by direct deposit to the financial institution of their choice. Regardless of their hire dates, once on direct deposit, employees cannot revert back to receiving live checks unless authorized by the Treasurer.

23. Layoff/Recall

- A. If it becomes necessary to reduce the number of classified employees in a classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern:
- 1) The number of people affected will be kept to a minimum by not employing replacements of employees who resign, retire, or otherwise vacate positions, if practical.
 - 2) Affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. In the case of identical seniority, the Administration and the employees shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.
 - 3) The classified classifications appearing in Article 4, Section G shall be used for the purpose of defining classification seniority.
 - 4) The Board shall determine in which classifications the layoff shall occur and the number of employees to be laid off. In the affected classifications, probationary employees shall be laid off before any regular employee.
 - 5) At least twenty (20) calendar days prior to the effective date of a layoff, each employee to be laid off shall be given notice of the layoff. Each notice shall state the following:
 - a. Reasons for the layoff.
 - b. The effective date.
 - c. A statement advising the employee of reinstatement rights.

- 6) For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list, and the names of all probationary employees shall be placed on the reinstatement list in the reverse order of layoff. The names of all non-probationary employees shall be placed on a separate reinstatement list in reverse of layoff. Reinstatement shall be made from this list before any new employees are hired in the classification or any employee is reinstated from the probationary list.
- 7) Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement list.
- 8) The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

B. When the Board, in its sole discretion, determines to reduce the number of unclassified civil service clerical and administrative support employees, the following procedures will apply:

- 1) Each separate job title shall be a separate "employment service area" because the Board recognizes that no two positions are interchangeable. In carrying out any suspension of contracts, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each employment service area affected (that is, in which a reduction will occur), determine the needs of the district. Demonstrated success and suitability for the available assignment shall be the primary considerations in such determination. The primary intent is to maintain administrative goals and the fiscal integrity of the district. An employee suspended from one employment service area shall not displace any employee in another employment service area.
- 2) Any employee whose contract is to be suspended under this policy shall be notified, in writing, of his/her intended suspension at least fifteen (15) calendar days prior to the Board meeting at which the action is to be taken.
- 3) The suspension shall not become effective sooner than thirty (30) days after said action.
- 4) Employees whose contracts are suspended shall be on a recall list for a period of one year from the last day of active employment as an employee by the district, unless the employee has accepted, prior to such time, other comparable employment. The employee shall forfeit all rights of restoration thereafter.

Employees who are on the recall list shall have the right of recall to openings occurring in any non-teaching position for which the employee is qualified and holds the appropriate certification/licensure. Qualifications for the position include not only the employee's education and certification/licensure, but also his or her unique skills and abilities, work experience, and satisfactory performance in prior positions within the district. The primary factor in filling non-teaching positions will be the best interests of the district.

The Superintendent or designee shall notify any qualified employee of his/her right of restoration by a written offer of employment by certified mail to the employee's most recent address on school records. It is the employee's obligation to keep his/her address and status of certification/licensure current on school district records. All employees are required to respond in writing, by certified mail to the Superintendent within seven calendar days of the posting of the letter from the Superintendent or designee. Any employee who fails to respond within seven calendar days, or who declines to accept the position, shall forfeit all rights of restoration to a position.

24. Vacations

A. Subject to the approval of the immediate supervisor, vacations for all twelve (12) month employees will be scheduled at times during the year when no substitutes will be required, if possible, provided a written request has been submitted to the supervisor thirty (30) days in advance.

Vacations shall be granted in the following manner:

- 1) After one (1) year of service, an employee is entitled to two (2) weeks' vacation.*
- 2) After eight (8) years of service, an employee is entitled to three (3) weeks' vacation**
- 3) After fifteen (15) years of service, an employee is entitled to four (4) weeks' vacation***

Vacation days can accumulate up to triple the maximum allowed. Use of vacation days cannot exceed one and one-half (1.5) times their yearly vacation in any given year. Vacation days will accrue monthly effective January 1, 1996. Any month in which the balance exceeds the maximum allowed, days will not be accrued and are not available for later use.

Monthly accrual will be posted in the following amount:

	<u>Hours</u>	<u>Days</u>
2 Weeks	6.667*	.833*
3 Weeks	10.000**	1.250**
4 Weeks	13.336***	1.667***

*As of July 1, 2010, full-time 260-day technical aides were given two (2) additional vacation days per year to compensate for the expectation that they are to work all calamity days and delays. As of July 1, 2008, full-time 260-day secretaries, executive secretaries, and accounting/payroll staff were given two (2) additional vacation days per year and a 15 cent per hour raise to compensate for the expectation that they are to work all calamity days and delays. This increases the monthly accruals for those positions to 8 hours or 1 day for those who were entitled to two (2) weeks' vacation (now 12 days);

**11.336 hours or 1.417 days for those positions who were entitled to three (3) weeks' vacation (now 17 days); and

***14.667 hours or 1.833 days for those positions who were entitled to four (4) weeks' vacation (now 22 days).

Newly hired 12-month employees will have their two (2) additional vacation days posted in their first month of employment, while the remaining two (2) weeks of vacation will be posted during the first month following the completion of their first year of service. After initial posting of vacation, days shall be accrued monthly.

All regular employees transferring from a less than twelve (12) month position to a twelve month position thereby becoming eligible for vacation will be granted .75 credit for each year of service (four (4) years of service would equal three (3) years of credit toward vacation placement). Upon completion of six (6) months in the full time position, the appropriate accrual for those six (6) months would be posted and available for use, with accrual thereafter done monthly. On their next anniversary employees will be placed at the proper vacation accrual level given their years of service from a previous position.

Secretaries hired prior to 7/1/86 transferring to a full-time position who were previously granted six (6) days' vacation per year will be granted those vacation days in the year of transfer only in the following manner:

1. If transfer occurs during June, July or August, no days of vacation will be posted.
2. If transfer occurs during the middle of a school year, any of the six (6) vacation days that have not been used will be immediately posted and available for use.

Effective 1/1/14, twelve (12) month employees may elect to sell back to the Board up to ten (10) days of unused vacation time within the fiscal year at the per diem rate applicable to him/her then in effect. To be eligible, employees must have taken at least ten (10) days of vacation in the preceding twelve (12) months for every (10) ten days sold back.

Upon termination of employment vacation will be paid per section 3319.084 of the Ohio Revised Code which grants the payment for all accrued and unused vacation leave accumulated for the two years immediately preceding separation.

25. Holidays

A. The holidays listed below are given to all employees (except nurses and monitors):

- 1) Labor Day*
- 2) Thanksgiving
- 3) Day after Thanksgiving
- 4) Christmas Day
- 5) New Year's Day
- 6) Martin Luther King Day
- 7) Good Friday
- 8) Memorial Day*

*For less than twelve (12) month employees only when in their approved school calendar.

B. In addition to the above eight (8) holidays, secretaries, technical aides, educational aides, and classified librarians who do not work twelve (12) months and all twelve (12) month employees receive the following two (2) holidays:

- 1) Day before or after Christmas Day
- 2) Day before or after New Year's Day

C. In addition to the above ten (10) holidays, all twelve (12) month employees receive: Independence Day.

D. In order to receive pay for the above mentioned holidays, an employee must either work or use paid leave for the contracted work day before and after the holiday.

26. Secretarial/Clerical Personnel

- A. The salary of each secretarial or clerical employee shall be determined in accordance with the wage schedules currently in effect.
- B. Upon initial employment, secretarial and clerical personnel shall be placed on the step of the appropriate schedule based on administrative guidelines. Consideration will be given to prior experience in similar situations of employment.
- C. Advancement of the schedules shall be made annually, unless the Board acts to freeze advancement as occurred for 2011-12 school year.
- D. Annual salary increments shall be granted July 1. To be eligible for an increment, the employee must have serviced the District for 120 or more days per fiscal year.
- E. Continued service of personnel implies good physical, mental and emotional health. The Board reserves the right to require personnel to present satisfactory reports on the status of their mental, physical and emotional health at Board expense.
- F. Seniority of secretarial and clerical personnel shall be defined as stated in these procedures. For purposes of lateral transfers, there will be no discrimination between nine-month and twelve-month employees. The position shall be awarded to the most senior qualified, supervisor-accepted employee.

27. Insurances

- A. Employees who work 20 or more hours per week are eligible to sign up for life insurance: \$20,000 Term Life insurance policy with accidental death benefit for the employee.
- B. Effective January 1, 2017, employees who work 2080 hours and 12 months per year will contribute 25% of the monthly cost of medical insurance on the original plan, 18% on Option B, and 0% on Health Savings Account (HSA). For employees who work 2080 hours and 12 months per year and who enroll in the HSA plan by July 1, 2012, the Board will contribute \$2,570 for HSA family plans and \$1,570 for HSA single plans the first year of enrollment and \$1,000 (family)/\$500 (single) each year following.

Additional insurances are also provided:

- 1. \$20,000 Term Life with accidental death benefit for the employee.
- 2. Vision and dental care.
- C. Employees hired prior to August 1, 2006, who work 20 or more hours per week are eligible for medical, dental and vision insurance benefits. Employees who work fewer than 2080 hours per year will pay a maximum monthly amount based on hours worked toward medical, and dental/vision premiums. The maximum dollar amounts the Board will pay are calculated as follows:

Formula: Days x Hours divided by 1920 – 13% = % paid by Board

NOTE: The amount paid by a less than 12-month employee shall not be less than a 12-month, 40 hour per week employee.

NOTE 2: Employees under C or D may sign up for HSA but they will not receive any contributions from the Board. However, those employees will have the above formula adjusted to their benefit such that as much as 50% of the savings between the Board's HSA vs. Original plan costs will be passed onto the employee through a reduced monthly premium.

- D. Employees hired after August 1, 2006, who work 30 or more hours per week are eligible for medical, dental and vision insurance benefits. Employees who work fewer than 2080 hours per year will pay a maximum monthly amount based on hours worked toward medical, and dental/vision premiums. The maximum dollar amounts the Board will pay are calculated as follows:

Formula: Days x Hours divided by 1920 – 13% = % paid by Board (not to exceed 80%)

NOTE: The amount paid by a less than 12-month employee shall not be less than a 12-month, 40 hour per week employee.

NOTE 2: Employees under C or D may sign up for HSA but they will not receive any contributions from the Board. However, those employees will have the above formula adjusted to their benefit such that as much as 50% of the savings between the Board's HSA vs. Original plan costs will be passed onto the employee through a reduced monthly premium.

- E. Benefits provided to employees by Section 125 of the Internal Revenue Code shall be made available. All benefits available under Section 125 will be provided so that an employee's contribution toward the cost of insurance fringe benefits may be made with pre-tax dollars and an employee may elect to redirect a portion of his/her salary/wage into dependent care and unreimbursed medical expenses using pre-tax dollars.
- F. The employee's share of any monthly insurance premium shall be paid by payroll deduction. If employee wages cannot cover the premium, then the employee will be invoiced.

28. I.D. Cards

All regular employees will be admitted free to school-sponsored activities under the following criteria:

- A. Prior to November 15 of each school year, the employee must present himself/herself to the high school student activity office for a picture identification card for which a fee of \$4.00 will be charged. This card is non-transferable and will be valid only for that school year. Those employees who already have an identification card will be required to obtain an update to their card each year. The fee for the update is \$4.00.
- B. As a condition of each admission, the employee must present his identification card.
- C. If an identification card is lost or destroyed, the employee may have it renewed for the remainder of the school year at a replacement cost of \$10.00

- D. Only an employee with a current identification card is entitled to a free admission under this Section. This Section has no applicability to an employee's spouse or dependents.
- E. This Article has no applicability to school-sponsored activities that have only reserved seating. If an activity has both reserved and general admission seating, or only general admission seating, admission to an activity under this section entitles the employee to sit in any general admission seating available at the time of the admission.
- F. If an employee with a current identification card requests reserved seating with respect to an activity that has both reserved and general admission seating, he/she will pay the difference between the price of a reserved seat and the price of a general admission seat.

29. Anti-Harassment Policy

Harassment of students or staff members on the basis of race, color, religion, gender, national origin, age, ancestry, or disability is contrary to both Board policy and to law. Harassment is verbal or physical conduct that, in the eyes of a reasonable person, denigrates or shows hostility or aversion toward an individual because of that person's race, color, religion, gender, national origin, age, ancestry, or disability, or that trait of the person's relatives, friends, or associates, and that (A) has the purpose or effect of creating an intimidating, hostile, or offensive working or learning environment, (B) has the purpose or effect of unreasonably interfering with an individual's work performance or ability to learn, or (C) otherwise adversely affects an individual's employment or learning opportunities. Harassing conduct includes, but is not limited to, epithets, slurs, negative stereotyping, or written or graphic material that denigrates, or shows hostility or aversion toward a person or group because of race, color, religion, gender, national origin, age, ancestry, or disability. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (A) submission to such conduct is explicitly or implicitly a term or condition of employment, (B) submission to or rejection of such conduct is used as the basis for employment decisions or decisions regarding a student's status, or (C) such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive working or learning environment.

Any person who experiences such harassment should immediately and firmly inform the offender that such conduct is neither appropriate nor welcome. The principal, supervisor, Superintendent, or such other administrative employee as may be appropriate should then be contacted and informed of the conduct. If the Superintendent is the alleged harasser, the Board President is the appropriate contact person.

If the situation is not informally resolved, a person who experiences such harassment may file a complaint with the Superintendent (Board President, if the Superintendent is the alleged harasser). The complaint will be investigated and responded to in writing by the Superintendent or the Superintendent's designee (Board President or President's designee, if the Superintendent is the alleged harasser). Staff members or students who engage in harassment in violation of this policy are subject to appropriate disciplinary sanctions. In making determinations under this policy, the totality of relevant circumstances will be considered on a case-by-case basis.

30. Non-Discrimination Policy

Consistent with all applicable federal and Ohio laws with respect to equal employment opportunity and nondiscrimination by recipients of federal financial assistance, the policy of the Board is to make employment decisions on the basis of qualifications without regard to race, color, religion, gender, national origin, age, ancestry, or disability and to maintain school programs that do not exclude participation in or discriminate against participants on legally proscribed grounds. The Board is committed, consistent with law, to the affirmative recruitment of minorities within the ranks of professional and nonprofessional staff when underutilization of minorities occurs. The Superintendent is responsible for informing recruitment sources of this policy and for monitoring and assuring the appropriate implementation of this policy.

The Board assures compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. This assurance is in consideration of and for the purpose of obtaining Federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other Federal financial assistance to education programs or activities from the Department of Education.

The Board will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.
5. All regulations, guidelines, and standards lawfully adopted under the above statutes by the United State Department of Education.

The Board agrees that compliance with this Assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Board, its successors, transferees, and assignees for the period during which such assistance is provided. The Board further assures that all contractors, subcontractors, sub grantees or others with whom it arranges to provide services or benefits to its students or employees in connection with its education programs or activities are not discriminating in violation of the above statutes, regulations, guidelines, and standards against those students or employees. In the event of failure to comply the Board understands that assistance can be terminated and the Board denied the right to receive further assistance. The Board also understands that the Department of Education may at its discretion seek a court order requiring compliance with the terms of the Assurance or seek other appropriate judicial relief.

31. **Public Records Policy**

All public records requests are processed through the district's treasurer. If the treasurer is not available, you should make contact with the Assistant Superintendent or Superintendent. Requests are responded to promptly. The time of day at which the request is made, where the records are stored, and how voluminous the request is can affect the timing of the response. Because of our legal obligation to review records and ensure legally protected information (such as an employee's social security number or personally identifiable information regarding a student, other than directory information) is not properly disclosed, immediate responses to records requests are not practical and only the Treasurer (or his/her designee) is authorized to release records. Should you request copies of the records, the charge is .05 cents per page.

32. **Network Privacy and Acceptable Use**

- A. The computers, computer network and messaging systems of the School District are intended for educational uses and work-related communications. Incidental uses of the e-mail and voice mail systems by staff members for personal communications is permitted as long as such communications are limited in number, are initiated during non-work periods, and do not interfere with the primary intended uses of the system.

The following are uses, which are unacceptable under any circumstances:

- ~ the transmission of any language or images which are of a graphic sexual nature
- ~ the transmission of jokes, pictures, or other materials which are obscene, lewd, vulgar, or disparaging of persons based on their race, color, sex, age, religion, national origin, or sexual orientation
- ~ the transmission of messages or any other content which would be perceived by a reasonable person to be harassing or threatening
- ~ uses that constitute defamation (libel or slander)
- ~ uses that violate copyright laws
- ~ uses that attempt to gain unauthorized access to another computer system or to impair the operation of another computer system (for example, the transmission of a computer virus or an excessively large e-mail attachment)
- ~ any commercial or profit-making activities
- ~ any fundraising activities, unless specifically authorized by an administrator.

- B. **Security and Integrity**: Staff members shall not take any action, which would compromise the security of any computer, network or messaging system. This would include the unauthorized release or sharing of passwords and the intentional disabling of any security features of the system. Staff members shall not take any actions, which may adversely affect the integrity, functionality, or reliability of any computer (for example, the installation of hardware or software not authorized by the System Administrator). Staff members shall report to the System Administrator or a school District Administrator any actions by students which would violate the security or integrity of any computer, network or messaging system whenever such actions become known to them in the normal course of their work duties. This shall not be construed as creating any liability for staff members for the computer-related misconduct of students.

- C. Right of Access: Although the Board of Education respects the natural desire of all persons for privacy in their personal communications, and will attempt to preserve this privacy whenever possible, the operational and security needs of the District's computer network and messaging systems require the full access be available at all times. The School District therefore reserves the right to access and inspect any computer, device, or electronic media within its systems and any data, information or messages, which may be contained therein. All such data, information, and messages are the property of the School District and staff members should have no expectation that any messages sent or received on the School District's systems will always remain private.
- D. Websites and/or Web Pages - School and Student Information: Staff members shall use discretion when posting information on the Internet about the district, school, class and/or students. Photos of students in educational settings are permitted; however, personal information that directly identifies a student is prohibited. Websites and/or Class pages are required to be maintained through Findlay City Schools. Private accounts and/or domain names that concern a school program, sport, class, fundraiser, or club is prohibited; without permission from an administrator. Staff members will be given access to the web server upon request. Uploading of software and/or non- school related materials to this location is prohibited.
- E. Guidelines for Designing Websites and Web Pages: All sites must display information on the ownership of the site/page, including a contact name with email address and the date of the last update. This information should be included at the bottom of every page. Links from a web page to any non-school site must not imply District endorsement of the site's products or services. Class and/or Student Photographs may be used; however, no student names or other personal information should be used in captions for the photographs. Web pages should be well designed and written. The appearance and content are as important as the technical aspects. Provide the ability to return to your home page and also to go to the Findlay City Schools website. Copyright laws apply to electronic publishing as well as to print publishing.

Full details of the Network Privacy and Acceptable Usage policy can be found in Board Policy 7.16.

33. Employee Safety/Injured Worker Guidelines

We, at Findlay City Schools, are committed to educational excellence and being the best student-centered district in Ohio. To fulfill this mission requires the dedication, enthusiasm, and competence of everyone at FCS. We are committed to providing an environment free from recognized hazards that may cause injury or illness. Employees are to conduct all activities in accordance with applicable laws, regulations, district policies and safety rules. Our mission as a school district requires many varied jobs and tasks. There is not one that is so important that it cannot be performed safely. All supervisors and workers must be dedicated to the continuing objective of reducing risk of injury.

Findlay City Schools, as employer, is ultimately responsible for worker health and safety. Supervisors will be held accountable for the health and safety of workers under their supervision. Supervisors are responsible to ensure machinery and equipment are safe and that workers work in compliance with established safe work practices and procedures. Workers must receive adequate training in their specific work tasks to protect their health and safety.

Each worker must protect his or her own health and safety by working in compliance with the law and with safe work practices and procedures established by Findlay City School District. It is in the interest of all parties to consider health and safety in every activity. Commitment to health and safety must be an integral part of this organization from the Superintendent to the workers.

In the event the employee is injured, Findlay City Schools will do everything in its power to ensure adequate medical care is provided and to return the employee back to work at the earliest opportunity.

Truly at the heart of this organization are the people who dedicate themselves to its mission. Understanding that they are our most valuable resource, we will do all that is reasonable to protect them. All employees are expected to support this effort by contributing the necessary resources and time to ensure that our goal of a safe work environment is achieved.

A. Procedures and guidelines for on-the-job injuries:

Findlay City Schools is dedicated to safety of our employees. We will do all that is reasonable to protect our workers. That said, we cannot avoid all accidents and we know we will have workplace injuries on occasion. When an accident occurs, our first priority is to ensure that our employees receive prompt medical attention.

The District has developed the following guidelines to ensure our employees receive quality care and the District stays involved in the recovery process:

1. All work-related injuries must be immediately reported to the supervisor. All injuries that require medical treatment will be subject to a full accident investigation within 72 hours.
2. The supervisor will see that the injured employee is transported to receive the initial appropriate attention, if necessary. Our primary concern is to ensure that the employee receives prompt medical attention. While ensuring the employee's rights to choose his/her medical provider, Findlay City Schools will direct all injured employees to our managed care organization panel of providers for prompt medical attention and/or referral to an appropriate specialist.
3. All injured employees (or supervisor if employee is not able) must complete an injury/accident report as soon as possible following the accident. The accident report must be submitted to the Human Resources office within 24 hours of the accident.
4. In cases of ongoing medical treatment, it is the employee's responsibility to keep the Human Resources office updated with all subsequent medical appointments and must request that their physician call/fax the Human Resources office with a status report.
5. All employees must supply the treating provider with the name of the company's managed care organization at the time of treatment. This will ensure timely filing of required workers' compensation claim forms. This is necessary in order for related bills to be promptly submitted and considered for payment by the Bureau of Worker's Compensation.

6. If a worker seeks medical treatment, a return to work slip must be received before the worker resumes work duties. If the worker does not have a return to work slip, he/she may not resume any duties. A readable copy of the return to work slip must be submitted to the Human Resources office.
7. Any employee who is unable to return to his/her regular work will be subject to consideration for the company's transitional work program within prescribed medical restrictions based on availability and physical capabilities.

For questions on workplace injury or illness procedures, contact the Human Resources office at 419/427-5488.

Appendix

GRIEVANCE REPORT FORM

Findlay City School District

Non-Teaching Employees

Name of Grievant: _____ Date Filed: _____

A. Date of cause of Grievance: _____

B. Statement of Grievance: _____

C. Relief Sought: _____

Signature of Grievant: _____ Date: _____

GRIEVANCE STEPS:

Step 1: Date of discussion with Supervisor or Assistant Superintendent: _____

Signature of Supervisor or Assistant Superintendent _____

Step 2: Date of appeal to the Superintendent: _____

Signature of Superintendent: _____

Step 3: Date of appeal to the Board: _____

Signature of Board President: _____

ABSENCE REQUEST

STAFF NAME: _____

DATE(S) OF ABSENCE(S): _____

REASON(S): _____

LOCATION OF LESSON PLANS: _____

SUB NEEDED: YES NO

Substitute requested _____ **DATE:** _____

***Please note:** PERSONAL LEAVE IS FOR THE PURPOSE OF BUSINESS WHICH CANNOT BE TAKEN CARE OF EXCEPT DURING NORMAL WORKING HOURS. IT MAY **NOT** BE USED FOR RECREATIONAL ACTIVITIES, SHOPPING OR VACATION.

Remember: Professional Meeting Request Forms must be approved by the principal before submitting this form.

Approved by _____ **Date** _____

Findlay City Schools Safety Alert Form

Originator

Name _____ Dept./School _____

Describe Concern _____

Recommendation on How to Fix _____

Priority (If emergency, contact should be made directly with supervisor or principal in person or by phone - complete paperwork as soon as possible)

Employee Signature _____ Date: _____

Principal/Supervisor Name _____ Date rec'd _____

Response _____

Signature _____ Date sent _____

Supervisor _____ date rec'd _____

No Action

Delay Action

Take Action

Explanation _____

Signature _____ Date closed _____

Safety Team (Administration Office)

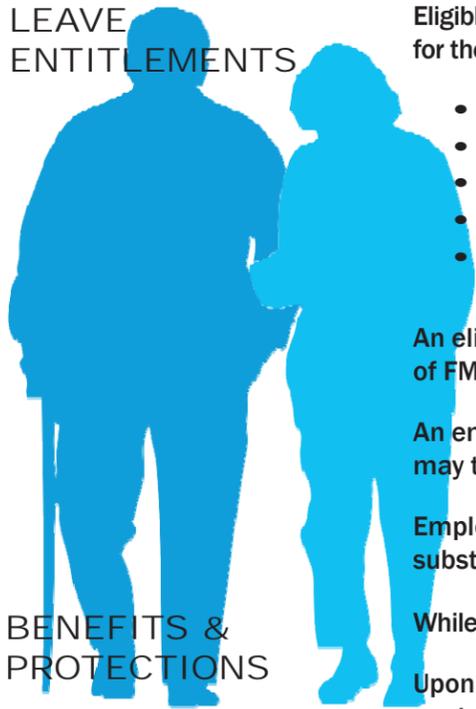
Received _____ Reviewed _____

Cc: Originator, Principal, Supervisor, Administration Office (Safety Team)

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

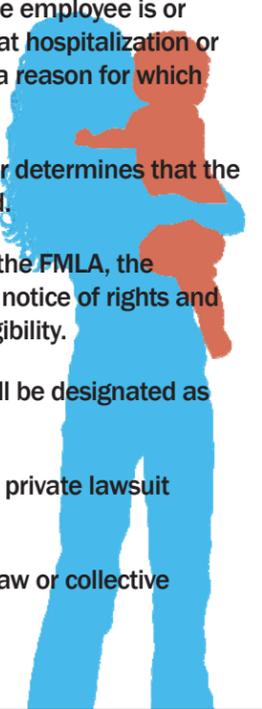
BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

REQUESTING LEAVE

EMPLOYER RESPONSIBILITIES

ENFORCEMENT



For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division





Operational Procedures Acknowledgement Form

I acknowledge that I have received a copy of the Findlay City Schools Operational Procedures for Non-Teaching Employees and understand that it is my responsibility to read and become familiar with the policies, rules, and regulations contained in this manual. Violation of any of these policies will result in discipline, up to and including termination.

I understand this manual is subject to change, modification, and amendment by Findlay City Schools from time to time without advance notice. Furthermore, the manual is not a contract of employment between Findlay City Schools and any employee for any specific period of time. The employment relationship between Findlay City Schools and its employees is based upon mutual consent and can be terminated at any time by either the employee or Findlay City Schools without advance notice and without requirement of cause.

I understand that if I have any questions regarding this manual or Findlay City Schools' policies, rules, or procedures, I should ask my supervisor, the Human Resources department or the Superintendent. I agree to comply with and follow the rules and policies of the organization during my employment.

EMPLOYEE SIGNATURE: _____

DATE: _____

EMPLOYEE NAME (PLEASE PRINT): _____