

NEW RIEGEL LOCAL SCHOOL DISTRICT

New Riegel, Ohio



CERTIFIED EMPLOYEE PERSONNEL HANDBOOK

Updated: June 2022

INTRODUCTION

The *New Riegel Local School District* acts to support and encourage all staff members in building a strong educational system for our youth. In addition, *New Riegel Local School District*, hereinafter referred to as the “School”, or “New Riegel”, desires that each employee’s years of service in education be both successful and rewarding.

This handbook is designed to serve the needs of all New Riegel employees no matter what their particular assignment. The information contained herein supplements official Board of Education policies.

There is no sure way to provide a book that will answer all questions that may arise. However, if you acquaint yourself with the information contained here, you will perhaps have a better background for answering or asking questions during the school year. All should be familiar with the contents of this handbook so that misunderstandings may be avoided.

Revisions of this policy will be made as the need arises. Annual input from staff members is requested in order to keep our handbooks current and understandable.

To further those ends, the *New Riegel Local School District* Board of Education has prepared this handbook of policies and procedures.

Please note the following:

1. The information is divided into seven (7) main sections, each followed by several subsections.
2. Unless otherwise stated, “the Board” refers to the *New Riegel Local School Board*.
3. For those wishing further information on any policy, please contact the Superintendent.
4. If at any time an employee has personal questions or concerns beyond the scope of this handbook, please consult with the Administrator you report to, Treasurer,
or
Superintendent.
5. This handbook is not a contract and does not convey any rights, benefits or privileges in addition to or separate from those provided by Board policy or by state law. This handbook may be amended at any time, with or without notice to employees.

Please read this handbook carefully and keep it for reference.

Table of Contents

Certified

INTRODUCTION	2
EMPLOYMENT	6
PROCESS	6
CONTRACTS	6
EMPLOYMENT REQUIREMENTS	6
TRANSFER	7
RESIGNATION/TERMINATION/NON RENEWAL/REDUCTION IN FORCE	7
EMPLOYEE RIGHTS	10
ALCOHOL, DRUGS AND TOBACCO	13
DISCIPLINARY MATTERS	13
CONFLICTS OF INTEREST	13
POLICY ON USE OF PRIVATE VEHICLES	14
REQUIREMENTS/DUTIES	16
ATTENDANCE	16
STAFF DRESS	18
EVALUATION	18
Teacher Contract	22
PRACTICES AND PROCEDURES	24
BLOODBORNE PATHOGEN TRAINING	37
PUBLIC RECORDS POLICY	37
DUTIES	39
DISCIPLINE	44
OUTSIDE ACTIVITIES	46
SALARY AND BENEFITS	47
SALARY SCHEDULES	47

Certified

STATE TEACHERS RETIREMENT SYSTEM (STRS)	48
WORKERS' COMPENSATION	48
SEVERANCE PAY	48
UNEMPLOYMENT COMPENSATION	49
GROUP INSURANCE	49
HOLIDAYS	50
JOB-RELATED EXPENSES	50
GROUP INSURANCE CONTINUATION (COBRA)	51
LEAVES	51
SICK LEAVE	51
BEREAVEMENT LEAVE	53
ANTICIPATED DISABILITY	53
FAMILY & MEDICAL LEAVE ACT	54
MILITARY LEAVE	57
PERSONAL LEAVE	58
UNCOMPENSATED LEAVE	61
ASSAULT LEAVE	62
UNREQUESTED LEAVES OF ABSENCE	63
POLICY FOR ADMINISTRATION OF PRESCRIBED DRUGS BY EMPLOYEES	64
ACCEPTABLE USE POLICY (AUP) FOR THE INTERNET	65
COPYRIGHT	68
SPECIAL PROGRAMS/SERVICES	74
TESTING PROGRAM	75
HIGH SCHOOL BELL SCHEDULE	77

APPENDIX

Certified

SCHOOL CALENDAR

PAYROLL DATES

FORMS

JOB DESCRIPTION

STUDENT HANDBOOKS (HIGH SCHOOL AND ELEMENTARY) (located in back pocket of binder)

LOCK DOWN PROCEDURES (located in front pocket of binder)

NOTE:

To view all New Riegel Board of Education Policies please go to:

<https://www.boarddocs.com/oh/nriegel/Board.nsf>

Following the appendix you will find the Licensure Code of Professional Conduct for Ohio Educators. Please be sure that you read this document and are aware of not only its requirements, but the consequences of not adhering to its standards.

**EMPLOYMENT
PROCESS**

The New Riegel Board of Education approves the employment, fixes the compensation, and establishes the term of employment for each employee.

Certified

The New Riegel Board of Education reserves all rights accorded to a Board of Education by the Ohio Revised Code, including the right to:

1. Create a new position;
2. Specify the number of persons within each job category;
3. Set the initial salary for new positions.

Any employee's omission or misstatement of fact material to qualifications for employment or the determination of salary is considered by the Board to constitute grounds for dismissal.

The administration shall seek candidates who are of good character, and who are able to perform the essential functions of the position with or without reasonable accommodation.

CONTRACTS

Contracts are issued to encompass the school year as established by the Official Board calendar. Contracts for full-time service of 9 months (maximum of 184 days) are issued in accordance with the position for which the individual is employed.

Title I personnel contracts may coincide with funding for their respective positions.

No teacher shall terminate his/her contract after July 10 and before the termination of the next succeeding annual session without Board approval.

Employment contracts for teachers shall include:

1. Time for which employment is contracted including beginning and ending dates;
2. Salary according to the salary schedule;
3. Intervals at which salary shall be paid, and such other matters as may be necessary to full and complete understanding of the contract.

EMPLOYMENT REQUIREMENTS

Verification of Employment Eligibility

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.

Eligible employees must provide documents that establish both identity in order for form I-9 to be completed and signed by both the employee and the School District official. Form I-9's must be retained for three (3) years, or one (1) year past the end of employment, whichever is longer.

Criminal History Records Check

The Board requires that any applicant under final consideration for appointment or employment in a position with the Board or in local district position approved by the Board as a person responsible for the care, custody, or control of a child, must submit to a criminal records check in compliance with the law (O.R.C. 3319.291). Newly employed persons will be deemed conditionally employed pending receipt of a satisfying report. Any and all information obtained by the Board under this policy shall be

Certified

considered strictly confidential and shall not be made public. The information may be released to the State Department of Education Division of Teacher Certification, should the Superintendent judge that convictions noted could be cause for the revocation of the individual's teaching certificate. The report of any criminal records check is not a public record and shall not be made available to any person other than the applicant who is the subject of the criminal records check or the applicant's representative, or any court, hearing officer, or other necessary individual involved in a case dealing with the denial of employment to the applicant.

For further information regarding provisions of the Ohio Revised Code pertaining to criminal records checks, please see Board Policy Section 3121.

TRANSFER

Transfers may be made at the request of the employee or upon the initiative of the Superintendent. Request for transfer must be renewed each year and shall be indicated by the submission of a written statement to the Superintendent.

A teacher being involuntarily transferred shall be told the reasons for the transfer. These reasons will be reduced to writing at the request of the teacher. At the time of notification of the impending transfer, the administration shall supply the teacher with a list of all available openings for which the teacher is certified. An Association representative may be present at the option of the employee.

RESIGNATION/TERMINATION/NONRENEWAL/REDUCTION IN FORCE

Resignation or Termination

A holder of a valid contract may resign at any time prior to July 10; otherwise, an official release must be granted by the Board.

A teacher desiring to resign should do so in writing as early as possible. A resignation may be withdrawn by the person submitting it at any time prior to the time the Board has taken action on it.

A certified employee's resignation which is accepted by the Board, terminates such contract by the individual.

The contract of any teacher employed by the board of education may not be terminated except for good and just cause. Notwithstanding any provision to the contrary in Chapter 4117 of the Revised Code, the provisions of ORC 3319.16 relating to the grounds for termination of the contract of a teacher prevail over any conflicting provisions of a collective bargaining agreement entered into after the effective date of this amendment.

Before terminating any contract, the employing board shall furnish the teacher a written notice signed by its treasurer of its intention to consider the termination of the teacher's contract with full specification of the grounds for such consideration. The board shall not proceed with formal action to terminate the contract until after the tenth day after receipt of the notice by the teacher. Within ten days after receipt of the notice from the treasurer of the board, the teacher may file with the treasurer a written demand for a hearing before the board or before a referee, and the board shall set a time for the hearing which shall be within thirty days from the date of receipt of the written demand, and the treasurer shall give the

Certified

teacher at least twenty days' notice in writing of the time and place of the hearing. If a referee is demanded by either the teacher or board, the treasurer also shall give twenty days' notice to the superintendent of public instruction. No hearing shall be held during the summer vacation without the teacher's consent. The hearing shall be private unless the teacher requests a public hearing. The hearing shall be conducted by a referee appointed pursuant to section [3319.161](#) of the Revised Code, if demanded; otherwise, it shall be conducted by a majority of the members of the board and shall be confined to the grounds given for the termination. The board shall provide for a complete stenographic record of the proceedings, a copy of the record to be furnished to the teacher. The board may suspend a teacher pending final action to terminate the teacher's contract if, in its judgment, the character of the charges warrants such action.

Both parties may be present at such hearings, be represented by counsel, require witnesses to be under oath, cross-examine witnesses, take a record of the proceedings, and require the presence of witnesses on their behalf upon subpoena to be issued by the treasurer of the board. In case of the failure of any person to comply with a subpoena, a judge of the court of common pleas of the county in which the person resides, upon application of any interested party, shall compel attendance of the person by attachment proceedings as for contempt. Any member of the board or the referee may administer oaths to witnesses. After a hearing by a referee, the referee shall file a report within ten days after the termination of the hearing. After consideration of the referee's report, the board, by a majority vote, may accept or reject the referee's recommendation on the termination of the teacher's contract. After a hearing by the board, the board, by majority vote, may enter its determination upon its minutes. Any order of termination of a contract shall state the grounds for termination. If the decision, after hearing, is against termination of the contract, the charges and the record of the hearing shall be physically expunged from the minutes, and, if the teacher has suffered any loss of salary by reason of being suspended, the teacher shall be paid the teacher's full salary for the period of such suspension.

See ORC 3319.16 for further information regarding the appeals process.

Nonrenewal

1. Teachers

The Board, upon the recommendation of the Superintendent, may exercise its option under law not to renew the contract of a teacher under a limited contract provided all provisions in statute (ORC 3319.11) have been observed with regard to evaluation of the employee.

Any teacher employed under a limited contract, and not eligible to be considered for a continuing contract, is, at the expiration of such limited contract, considered reemployed under the provisions of this division at the same salary plus any increment provided by the salary schedule unless evaluation procedures have been complied with pursuant to section [3319.111](#) of the Revised Code and the employing board, acting upon the superintendent's written recommendation that the teacher not be reemployed, gives such teacher written notice of its intention not to reemploy such teacher on or before the first day of June. A teacher who does not have evaluation procedures applied in compliance with section [3319.111](#) of the Revised Code or who does not receive notice of the intention of the board not to reemploy such teacher on or before the first day of June is presumed to have accepted such employment unless such teacher notifies the

board in writing to the contrary on or before the fifteenth day of June, and a written contract for the succeeding school year shall be executed accordingly.

2. Administrators

If the services of an administrator are found, on the basis of one or more prior evaluations, to be unsatisfactory to the Board, he/she shall be notified by the Superintendent. If his/her performance continues to be unsatisfactory, the administrator shall be notified, in writing, by the Superintendent as approved by the Board by March 31 of the year his/her contract expires, that his/her contract will not be renewed. The notice shall be personally served upon the administrator. Before taking action to renew or not renew the contract of an administrator, he/she shall have received, at least sixty (60) days before, a completed evaluation in order to provide time to show progress in correcting any deficiencies intended. The Board shall also notify each employee of the expiration date of the contract and that he/she may request a meeting with the Board, upon request, the Board shall grant a meeting in executive session to discuss its reasons for nonrenewal.

Reduction in Staff/Force

The Board may make a reasonable reduction in force (RIF) by reason of decreased enrollment of pupils, return to duty of regular teachers after Board approved leaves of absence, by reason of suspension of schools or territorial changes affecting the district, or financial reasons. Such reduction shall only be made by suspending contracts.

Should a reduction in force be necessary, teachers will be laid off in accordance with ORC Section 3319.17

If a vacancy occurs, laid off teachers who are certified for that position shall be recalled. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

If the Board is contemplating the reduction of any teachers, it will notify the Association in writing no later than April 10 during the year the RIF is to be implemented.

1. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action.
2. Any teacher who is to be laid off will be so notified in writing no later than April 20 of the year of implementation. Such notice will include the proposed time schedule and the reasons for the proposed action.
3. Notice of recall shall be sent by certified mail to the last address given to the Board of Education by the teacher. A copy of the recall notice shall be given or mailed to the Association President. If a teacher fails to respond within fifteen (15) days, excluding Saturdays, Sundays, and Holidays after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.

Certified

4. While on layoff, a teacher will have the option to remain an active participant in fringe benefit programs by contributing 100% of the actual cost of such fringe benefits.
5. Restoration rights for teachers whose limited contracts were suspended shall commence upon the effective date of the suspension and shall continue for three (3) years.

EMPLOYEE RIGHTS

Equal Opportunity Employment

The administration shall seek candidates for employment who are of good character, and who are able to perform the essential functions of the position, with or without reasonable accommodation.

In order to provide equal employment opportunities to all individuals, employment decisions will be based on merit, qualifications and ability. The Board guarantees fair treatment of applicants and staff members in all categories of employment and in all aspects of personnel administration, regardless of sex, race, color, creed, national origin, age or disability.

See Board Policy 3122.

Rights of Staff with Disabilities

No otherwise qualified person shall, by reason of his/her disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity sponsored by this Board. No employee or candidate for employment shall be discriminated against in recruitment, employment, promotion, training, or transfer because of his/her disabling condition.

The District will provide reasonable accommodations to qualified persons with disabilities, unless undue hardship would result.

A complaint regarding a violation of law and this policy in an employment decision shall be subject to a grievance procedure that provides for the prompt and equitable resolution of disputes. The Board has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging illegal discriminatory acts based on a person's sex, race, color, creed, national origin, age or disability. Complaints regarding this issue should be addressed to the Superintendent.

See Board Policy 3122.02 and 3123

Civil Rights/Anti-Harassment Compliance Officer

The Board designates the following individuals to serve as "Anti-Harassment Compliance Officers" for the District. They are here in after referred to as the "Compliance Officers".

Superintendent

419-595-2256

44 North Perry Street

Certified

New Riegel, OH 44853

Employee & Sexual Harassment

Unwelcome sexual advances, requests for sexual favors, and other verbal, non verbal or physical conduct may be sexual harassment if such conduct is made a condition of employment, or a basis for an employment decision, or when such conduct has the purpose or effect of unreasonably interfering with work or school performance or creating an intimidating, hostile, or offensive work or school environment.

There are basically two (2) categories of sexual harassment:

1. Quid Pro Quo – in Latin means something for something. It occurs when sexual favors are sought in return for job benefits or opportunities.
2. Hostile Work Environment – occurs when sexual comments, verbal/physical abuse, or other inappropriate behavior, has the purpose or effect of interfering with an individual’s work performance and/or creates an intimidating or offensive work environment.

The harassment of any employee or student of this District is strictly forbidden. An employee, student, visitor or third party subjected to harassment of any kind must immediately inform the other party of the offensive and unwelcome behavior and should also make a report to the appropriate supervisor, or to the Superintendent.

Any employee or agent of this Board who is found to have harassed an employee or student of this District will be subject to discipline. Any employee who has been exposed to sexual harassment by an employee or agent of this Board is encouraged to report the harassment to an appropriate supervisor, or to The Principal, or to the Superintendent. If the behavior in question is from your supervisor, you should make a report to the next level of management.

All matters involving any type of harassment complaint will remain confidential.

See Board Policy 3362.

Title IX Coordinator(s)

The Board designates and authorizes the following individual(s) to oversee and coordinate its efforts to comply with Title IX and its implementing regulations:

Principal

419-595-2256

44 North Perry Street

Certified

New Riegel, OH 44853

The Title IX Coordinator shall report directly to the Superintendent. Questions about this policy should be directed to the Title IX Coordinator.

Freedom of Speech in Non-Instructional Settings

Employees of this District have the right to speak out on issues of public concern. When those issues are related to the school system, however, the employee's expression must be balanced with the interests of this District. Employees should be careful to communicate that their views are their own, and not those of the District.

The following guidelines are adopted by the Board to help clarify, and therefore avoid situations in which the employee's expression could conflict with the District's interests. In situations in which the teacher is not engaged in the performance of professional duties, he/she should:

1. State clearly that his/her expression represents personal views and not necessarily those of the District;
2. Refrain from expressions that would disrupt harmony among co-workers or interfere with the maintenance of discipline by school officials;
3. Not make abusive or personally defamatory comments about co-workers, administrators, or officials of the District;
4. Refrain from making public expressions which he/she knows to be false or are made without regard for truth or accuracy; and
5. Not make threats against co-workers, supervisors, or District officials.

Violations of these guidelines may result in disciplinary action up to and including termination.

See Board Policy 3310.

Safety and Occupational Health

The policy of the Board is to provide a safe work environment, safe work practices, and safety equipment for its employees to the extent it is possible to do so within the limitations of the School District's resources, and the limitations of human error, and considering that some employees must abide hazardous working conditions inherent in the nature of their jobs.

To that end, the Board will endeavor to comply with existing applicable safety and occupational health federal, state, and local laws and to promote safety in the workplace.

To effect this policy:

1. It is the responsibility of all employees to prevent injury to themselves and to others, not only at work, but also off the job, to comply with the District's safety policies and standard operating procedures, and to assist fellow employees to achieve the same goal.

Certified

2. It is the responsibility of all supervisors to provide for the safety of the employees working under their supervision, and for the effective administration of the Board's safety program in their area of authority.
3. It is the responsibility of the Safety Coordinator to formulate, coordinate, direct the District's safety program, and to assist employees and management in achieving their safety goals and objectives.
4. It is the responsibility of all supervisors to support this safety policy and to participate in the safety program.

This policy is a general statement of the District's goals with certain instructions to supervisors and employees. However, the safety program encompasses a broader range of safety policies, administrative guidelines, and standard operating procedures too voluminous to include in this policy manual. Supervisors and employees can access those other safety program documents at their stations or through the Safety Coordinator.

See Board Policies 7430/8405/8410/8420/8431/8442/8450/8453/8453.01

ALCOHOL, DRUGS AND TOBACCO

Alcohol/Drugs

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

As a condition of employment each employee shall notify his supervisor, in writing, of his conviction of any criminal drug statute, not later than five (5) days after such conviction.

Employees who violate this policy shall be subject to disciplinary proceedings in accordance with prescribed school district administrative regulations, local, state, and federal laws up to and including termination. Any employee in violation of this policy may be required to participate in a drug abuse assistance, or rehabilitation program approved by the Board. Costs of the drug assistance or rehabilitation program shall be paid by the employee.

Lists of local drug and alcohol counseling, rehabilitation, and re-entry programs and services which are available in the community will be available in the Superintendent's office.

See Board Policy 3122.01

Tobacco

Smoking has been identified as the number one health problem in the United States. Therefore, it is the intention of the Board that the *New Riegel Local School District* be tobacco-free. To reach this goal, the Board **bans smoking and the use of tobacco products** in and on District property by all persons, including staff and visitors, **at all times**. District property shall include buildings, offices, grounds, and vehicles.

Certified

See Board Policy 3215.

Substance Abuse

The Board of Education recognizes alcoholism and drug abuse as treatable illnesses. Such illnesses may impair the performance of professional staff members. When appropriate, the Board may assist such employees in a manner recommended by appropriate specialists in the treatment of those illnesses.

A professional staff member having an illness or other problem relating to the use of alcohol or other drugs including, controlled substances, medications not prescribed by the employee's physician, or medications not taken as prescribed, will receive the same careful consideration and offer of assistance that is presently extended to professional staff members having any other illness.

The responsibility to correct unsatisfactory job performance, attendance or behavioral problems resulting from a suspected health problem rests with the professional staff member. Additionally, regardless of whether a professional staff member has an illness or other problem relating to the use of alcohol or other drugs it remains the responsibility of the professional staff member to report to work and perform his/her duties in a fit and appropriate condition at all times. Being under the influence of alcohol or other drugs while on duty, on school property, or at a school related activity/event is not acceptable. Failure to correct unsatisfactory job performance, attendance or behavior and/or working or reporting to work under the influence of alcohol or other drugs will result in appropriate corrective or disciplinary action as determined by the Board, up to and including termination.

If a professional staff member sustains a workplace injury while s/he is under the influence of alcohol or a controlled substance not prescribed by his/her physician, s/he may be disqualified for compensation and benefits under the Workers Compensation Act. If the professional staff member tests positive or refuses to submit to a test for alcohol and/or other drugs after sustaining a workplace injury, the employee may dispute or prove untrue the presumption or belief that alcohol and/or other drugs are the proximate cause of the injury (i.e., rebuttable presumption). The Board directs the Superintendent to establish guidelines and post a notice advising employees that the results of, or the employees refusal to submit to an alcohol or other drug test may affect an employee's right to receive workers' compensation benefits.

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

Professional staff members who suspect they may have an alcohol or other drug abuse problem are encouraged to seek counseling and information on a confidential basis by contacting resources available for such service.

Policy 3170

DISCIPLINARY MATTERS

Staff Infractions

The purpose of the disciplinary procedure is to secure at the lowest possible level solutions to problems which may arise during the school year affecting an employee's classroom performance and/or compliance with District rules, regulations, policies or directives in an effective and confidential manner.

For the specific steps of the progressive discipline system see the negotiated agreement and Board Policy 3139.

CONFLICTS OF INTEREST

The proper performance of school business is dependent upon the maintenance of unquestionably high standards of honesty, integrity, impartiality, and professional conduct by Board of Education's employees. Further, such characteristics are essential to the Board's commitment to earn and keep the public's confidence in the School District. For these reasons, the Board adopts the following guidelines to assure that conflicts of interest do not occur. These guidelines are not intended to be all inclusive, nor to substitute for good judgment on the part of all employees.

1. No employee shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system.
2. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment with the School District.

Included, by way of illustration rather than limitation are the following:

- a. the provision of any private lessons or services for a fee
- b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through his/her access to School District records
- c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
- d. the requirement of students or clients to purchase any private goods or services provided by an employee or any business or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations

Certified

3. Employees shall not make use of materials, equipment, or facilities of the School District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

See Board Policy 3113

POLICY ON USE OF PRIVATE VEHICLES

The Board of Education authorizes the transportation by private vehicle of students of the District. Any such transportation must be approved in advance and in writing by the principal in accordance with the Superintendent's administrative guidelines.

The parent of the participating student will be given, upon request, the name of the driver, the owner of the vehicle, and the description of the vehicle. The District will maintain on file the amount of liability insurance on the vehicle and the name of the insurance company.

No person shall be approved for the transportation of students in a private vehicle who is not an employee of this Board, an approved volunteer, the parent of a student enrolled in this District and the holder of a currently-valid license to operate a motor vehicle in the State of Ohio.

No person shall be permitted to transport students if s/he does not possess and maintain automobile liability and personal injury insurance in the amount required by District administrative guidelines. The Superintendent may withdraw the authorization of any private vehicle driver who fails to maintain the required amount of automobile liability insurance.

Any private vehicle used for the transportation of students must be owned by the approved driver or the spouse of the approved driver and must conform to registration requirements of the State.

The responsibility of professional staff members for the discipline and control of students will extend to their transportation of students in a private vehicle. Drivers who are not professional staff members are requested to report student misconduct to the principal.

These guidelines are to be followed whenever a staff member will be transporting students by a private vehicle whether it be his/her vehicle or some other person's. This guideline does not apply if the vehicle is a bus or van chartered from a licensed operator. In such cases, the Transportation Department shall be responsible for arranging for the chartered vehicle.

1. Determine that transportation by District vehicle is either not available or is not feasible.
2. The District will require the driver to affirm and certify that the intended private vehicle is in proper working condition, seat belts are available for each passenger, and the vehicle is insured for liability in an amount not less than \$300,000 for bodily injury to or death of one (1) or more persons, and/or injury to property of others in any one (1) accident.

Certified

3. Obtain written consent from each student's parent using Form 8660 F2 - Parental Consent for Transportation by Private Vehicle. No student shall be allowed to ride in the vehicle without his/her parent's written consent.
4. Submit Form 8660 F1 - Request for Transportation by Private Vehicle to the principal for his/her approval prior to the trip. Attach the parent consent forms to the request form.
5. Arrange for a copy of each student's Emergency Medical Authorization Form 5341 F1 which is to be kept in the vehicle during the entire trip.
6. Provide the school office with a list of names of the students who will be riding in the vehicle.
7. Upon return of the vehicle to the school, make sure each student has proper transportation home and remain at the school, until all students have left school property.

See Board Policy 8660

REQUIREMENTS/DUTIES

ATTENDANCE

The regular and prompt attendance of staff members is an essential element of the educational program. In addition, the privilege of district employment imposed on each staff member, is the responsibility to be on the job on time every scheduled work day. Therefore, a prerequisite for efficient performance of a teacher's duties and such extra curricular or co-curricular duties as may from time to time be reasonably assigned.

All employees are obliged to report regularly for the performance of their duties. During a period of authorized absence, partial or full compensation may be paid.

Absences not approved by the Superintendent are considered as unauthorized and no payment of salary shall be made. Unauthorized absence from duty may be considered by the Board as cause for suspension or dismissal.

The Superintendent shall apply, uniformly throughout the schools of this District, except as otherwise specified in this policy, the following working periods for professional personnel:

1. Teachers will be in said building by 7:45 a.m. and stay until 3:05 p.m.
2. All teachers have assigned morning duties. You are to be outside your classroom door for at least five (5) minutes before the start of the school day and during class changes for student supervision.
3. Instructional personnel shall have a duty-free lunch period of not less than 30 minutes. Teachers may spend the lunch period off the school premises after making proper notification to their building offices.

Certified

4. Each employee must keep the building Secretary/Principal informed of his/her location at all times during the regular hours when the employee is not in the building. As with part 3 above, *all employees shall notify the appropriate office before leaving the school grounds.*
5. During the times pupils are in attendance, teachers may be assigned extra or alternative duties at the discretion of the building Principal. These duties, whenever possible, shall be equitably distributed.

Any employee of the Board who finds it necessary to be absent from duty must report this to his/her Principal as soon as possible. The employee who will be absent from duty for more than (1) day must give notice to the Principal or Superintendent as much in advance as possible.

In the event that it is necessary for you to be absent due to illness, you will need to contact the Administrator you report to by 6:15 a.m and put your leave of absence in the kiosk. The earlier you call, the better the chance there is to obtain a substitute.

If you know that you are ill on the next day, call or text your supervisor right away. If no answer, leave a message on the voicemail and be sure to leave a number, if plans are not 100% clear for the substitute. **Do not** hang up on the answering machine and try to call later, leave the message and then call school and leave a message to confirm your absence with someone. Put in the appropriate leave in the employee Kiosk.

If it is evident that continued absence will be necessary, call the school prior to 3:00 p.m. (or earlier) so a substitute may be employed for the following day.

When you return to school, a sick leave form must be filed with the supervisor using the employee kiosk.

A staff member who fails to give prompt notice of his/her absence, misuses sick leave, fails to verify his/her absence in accordance with Board Policy, falsifies the reason for an absence, is absent without authorization, is repeatedly tardy, or accumulates an excessive number of absences without good cause may be subject to discipline.

It is the responsibility of the Superintendent to assess penalties when a staff member fails to render or partially render service for which the Board has contracted.

Records of tardiness and assessments for this or other cause will be retained in the employee's file.

The Board reserves the right to assess an employee's salary for failure to perform contracted services for situations not specified herein, or for gross violations of this policy. The Superintendent is authorized to direct properly warned employees who are repeatedly tardy not to report at all on those days when they cannot report on time, and to suffer wage penalties as may be appropriate.

See Board Policy 3432

Emergency Medical Forms

Certified

Each staff member must have a form on file with the office in case emergency treatment should ever be necessary. These need to be updated every year. Use the Final Forms system to complete this task.

In-Service Days

All teachers must participate in the teacher Professional Days per the adopted school calendar.

Calamity Days

If it appears that school could be canceled due to a weather problem or some other emergency, it is suggested that you listen to area radio stations in Findlay, Fostoria, and Tiffin for information. The employee One Call system will send an instant alert.

When school is closed due to hazardous driving conditions or the buildings are closed due to lack of heat, water, etc., employees are not required to report for duty unless specifically requested to do so.

Those days when the building and/or the school district are closed for instruction will be considered calamity days, during which time the teachers are excused.

A total of seven (7) calamity days will be used each year before the days will be made up.

See the negotiated agreement.

STAFF DRESS

1. Be physically clean, neat, and well-groomed (i.e. shave daily);
2. Dress in a manner consistent with professional assignments;
3. Dress in a manner that communicates to students a pride in personal appearance
4. Dress in a manner that does not cause damage to District property
5. Be groomed in such a way that their hair style or dress does not disrupt the educational process nor cause a health or safety hazard.

If teachers feel that an exception to this policy would enable them to carry out assigned duties more effectively, dress and grooming should always be in good taste and appropriate for the occasion. Whether during the school day or at extracurricular or community activities you are a representative of the New Riegel Local School District. Your appearance reflects on all of us. Employees should set a good example for the students. **Our appearance needs to reflect how we expect our students to dress.**

Hats are not to be worn in the buildings.

Dress down will be permitted on Fridays only. On leisure Fridays, dress should also be appropriate, be well maintained, tidy, clean, etc. You are encouraged to reflect the school spirit by wearing school colors. Tennis shoes are acceptable on leisure Fridays. Other days require prior arrangements with the Administration.

See Board Policy 3216

EVALUATION

The assigned administrator is charged with the responsibility to evaluate all faculty members as well as those holding extra-duty contracts.

The main purpose is to improve the total instructional program with its applied function being the improvement of the total school program. The main goals are what we are trying to accomplish, how well we are doing, and how we can do better.

Teachers

1. The purposes of the evaluation process are the following:
 - a. To maintain and improve classroom instruction.
 - b. To clarify the performance expectations of the individual as determined by the administration and state standards.
 - c. To establish work goals.
 - d. To make evaluations adhere to state standards.
 - e. To provide means for administration to direct improvement.
 - f. To provide the employee with the ultimate responsibility for performance.

2. Ohio Teacher Evaluation System (OTES 2.0)

The standards-based teacher evaluation policy outlined in this Section applies to all employees employed under a teacher license issued under Chapter 3319 of the Ohio Revised Code or under a professional or permanent teacher's certificate issued under former Section 3319.222 of the Ohio Revised Code and who spend at least fifty-percent (50%) of the time employed providing student instruction.

- a. Evaluators.

Evaluations shall be completed by a building or district administrator approved by the Board who has attended the Ohio Teacher Evaluation System ("OTES") state-sponsored training and has passed the online assessment using the OTES Performance Rubric.

- b. Teacher Performance.

Evidence observed, collected, or provided during the formal or informal observation process or otherwise will combine to produce a score on the OTES, Teacher Performance Evaluation Rubric.

- 1) Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;

Certified

- 2) Understanding the Content Area for which they have Instructional Responsibility;
- 3) Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
- 4) Planning and Delivering Effective Instruction that Advances Individual Student Learning;
- 5) Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
- 6) Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning and
- 7) Assuming Responsibility for Professional Growth, Performance and Involvement.

c. Evaluation Procedures - See the negotiated agreement on OTES 2.0

Teacher Contract

The contractual status of teachers shall be as follows:

1. Limited Contracts:

- a. May be granted to any teacher who holds any grade or type of teaching certificate and/or license
- b. Shall be entered into with each teacher who holds a Temporary or Provisional Certificate/Licensure, regardless of length service
- c. Probationary contracts may be issued at the end of any limited contract for such period and length of time as the Board of Education may determine. This subsection (Q)(1)(c) supersedes and replaces extended limited contracts and all procedures related to such contracts under R.C. 3319.11.

2. Continuing Contract (Tenure):

It is not mandatory that the Board grant or tender a continuing contract to a teacher even though he/she is eligible for continuing service status.

To qualify for a continuing contract, a teacher must have the following qualifications:

- a. To qualify for a continuing contract, a teacher must meet the eligibility qualifications in ORC 3319.08 and 3319.11.

Certified

A teacher eligible for continuing contract may request consideration and be considered for a continuing contract at the end of any multi-year contract or at the end of any contract. Any teacher requesting consideration must notify the Superintendent in writing by March 30.

3. Conformity to Law

If Ohio law amends the eligibility or provisions for a continuing contract after July 1, 2013, this Section (Q) shall become null and void and may be negotiated at the request of either party.

4. Supplemental Contracts

This Section does not apply to contracts for supplemental duties or extended service time.

Please note: Nothing prohibits the evaluator from referring to day-to-day observations and events which occur outside the classroom visit yet within the educational setting.

The Superintendent reports to the Board such recommendations for change of position, retention, or dismissal as may be appropriate.

Administrators

The Board directs that evaluation of all administrative personnel be performed at least once annually. Each administrator is evaluated in accordance with the duties specified in his/her job description.

The Framework for the evaluation of principals is to follow OPES 2.0 for the 2022-2023 school year.

The administrator is deemed reemployed unless given written notice of the board's intention: 1) not to reemploy on or before June 1st of the date that the contract expires, or 2) the employee notifies the board in writing to the contrary on or before June 15th.

The administrator shall have the right to submit a written disclaimer of the evaluation following the conference, which shall be attached to the report.

In order to provide time to show progress in correcting deficiencies identified in the evaluation, the completed evaluation is shown to the individual evaluated at least 60 days prior to any action by the Board on the employee's contract employment.

As an outcome of the evaluation of an administrator's performance, the Board should be prepared to judge the advisability of retention of the administrator, identify weaknesses and measure the administrator's progress toward remediating them, and establish specific objectives, the achievement of which will advance the District toward its goals

PRACTICES AND PROCEDURES

Conference Periods

Each teacher has a scheduled conference period during the school day. This is not a free period, but rather a time to be used for planning classes, grading work, participating in professional growth activities, conferring with teachers, parents, students, etc.

1. Conference Period - High School

Certified

Each teacher who teaches at least half time in the high school building shall have a continuous 40-minute planning/conference period each day. A teacher may agree to substitute only during his/her planning/conference period for another classroom teacher, he/she shall be compensated at the rate of fifteen dollars (\$15) per period, if no substitute can be found for an absent employee for one-half (1/2) day or more. This compensation shall be included in the teacher's regular paycheck for that time period. Teachers shall be required to keep accurate time sheets anytime they agree to substitute during their conference/planning period. Teachers in the high school area will be approached to substitute first before any other school employee(s) is/are asked to substitute by period.

2. Conference Period - Elementary School

Each teacher who teaches at least half time in the elementary building shall have a continuous 30-minute conference/planning period during the student day. The total conference/planning time shall total no less than two hundred (200) minutes per week. Should a teacher agree to substitute during his/her conference/planning period for another classroom teacher, he/she shall be compensated at the rate of fifteen dollars (\$15) per period, if no substitute can be found for an absent employee for one-half (1/2) day or more. This compensation shall be included in the teacher's regular paycheck for that time period. Teachers shall be required to keep accurate time sheets anytime they agree to substitute during their conference period. Teachers in the elementary area will be approached to substitute first before any other school employee(s) is/are asked to substitute by period.

3. Conference Period

Each teacher who teaches in both the high school area and elementary area shall have a conference/planning time during the school day. Said conference/planning time shall be arranged as in 1 or 2 above.

Faculty Meetings

All teachers assigned to a school building will not be required to attend more than one (1) staff meeting per month called by the principal. An agenda will be provided to teachers in advance of the meeting. The monthly staff meeting shall not exceed 60 minutes.

Instructional Plans

Every teacher is responsible for planning on a weekly and daily basis. Lesson plans are to be developed which reflect State standards and how this will be accomplished. Lesson plans should be completed based upon the supervisor's expectations.

Lesson plans as well as adequate directions are to be provided for substitutes so they can continue the ongoing program as closely as possible.

Daily lesson plans are mandatory since they give direction for instruction and implementation of courses of study. The plans must indicate the relation to the course of study, academic standards, activities, and assignments.

Certified

Teachers shall prepare instructional plan books in advance of the class period of their implementation. Guidelines provide for the following:

1. The format(s) for lesson plans may include school-wide formats or other personal formats;
2. Lesson plans shall include information pertinent to the effective implementation of a lesson. When commercially prepared plans are in use, lesson plans shall simply refer to the appropriate phase or aspect of the program under study;
3. Teachers' lesson plans shall provide adequate directions for substitutes, and plan books must be available for the substitute at all times;
4. Lesson plans shall comply with the Ohio Department of Education guidelines as those guidelines relate to state standards;
5. There is a routine schedule as to when a copy of your lesson plans for the week will be turned in and reviewed by the supervisor. They are to be prepared and fully completed prior to 8 a.m. on the first day of the school week.

Seating Charts / Emergency Plan

Must be kept for all classes and available for the substitute at all times. These should be included in your lesson plan book so that when other staff/substitutes come in your room they will know where it is located. All seating charts should be scanned and uploaded to the district seating charts file in Google Drive.

Grading

The issuance of grades on a regular basis serves to promote a process of continuous evaluation of student performance; to inform the student, the student's parents, and counselor of his/her progress; and to provide a basis for bringing about change in student performance if such change seems necessary.

Students and parents are entitled to receive an explanation of a given grade. The determination of achievement grades is a responsibility of teachers. A grade can only be changed by the teacher who originally assigned the grade.

A note needs to be sent home to the parents of students in danger of failing as soon as possible. Likewise, a teacher's progress book should have sufficient grades to document a student's grade at any given time.

Teachers should use judgment and professional training in the formulation of their grading system. The use of curves and the inclusion of grades based on academic extra credit, and class participation is left to the discretion of the teacher.

There should be no extra credit given for non-academic reasons, (ex. bringing in a box of tissues) additionally students' grades should not be penalized for behavior (ex. No name on the paper should not have points reduced). A student's level of knowledge of the content must be assessed regardless of their behavior in class. Misbehavior should have other consequences assigned such as a detention.

Progress Book

Certified

Progress Book should be updated weekly so that parents may monitor their student's grades if they so choose. Record sufficient grades to fairly evaluate a student's work at the end of each grading period. Progress Book grading periods and dates of "open" and "closed" windows for entering grades must be followed and are determined by principal.

All grade verifications are the sole responsibility of teachers.

Confidentiality

No employee shall release, or permit access to, personally identifiable information other than directory information concerning any District student, without the written consent of the parent, guardian, or custodian of each student, or the written consent of each student who is eighteen years of age or older. "Directory information" includes a student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, dates of graduation, and awards received.

Grading Criteria - 6-12

As stated in the Student Handbook, the grading system must be used by all faculty at *New Riegel* (6-12).

Grade Characteristic Suggestions

- A -
 1. demonstrates mastery of 89.5% or more of the skills and concepts taught;
 2. is conscientious and dependable;
 3. makes voluntary and worthwhile contributions to class;
 4. expresses self clearly and creatively in oral and written work, uses English appropriate to each situation;
 5. completes assignments on time and is organized and thorough in his/her work;
 6. has an inquiring mind and does additional work;
 7. associates and re-thinks problems, and applies principles learned, often without supervision;
 8. creates and produces new applications of principles learned.

- B -
 1. demonstrates mastery of 79.5-89.4% of the skills and concepts taught;
 2. completes assignments on time;
 3. is conscientious and dependable;
 4. makes voluntary and worthwhile contributions to class;
 5. expresses self with clarity in oral and written work and uses English appropriate to each situation;
 6. is organized and thorough in his/her work;
 7. frequently does more than is required;
 8. with moderate supervision, applies principles learned.

- C -
 1. demonstrates mastery of 69.5-79.4% of the skills and concepts taught;
 2. completes the major portion of assigned work on time;
 3. stays on-task with definite guidance from the teacher;
 4. contributes to and participates in class work;
 5. uses English appropriate to each situation;
 6. does daily assignments with reasonable accuracy;
 7. with definite supervision applies principles learned.

Certified

- D -
1. demonstrate mastery of 59.5-69.4% of the skills and concepts taught;
 2. requires extra time to accomplish work assigned;
 3. needs special help , requires much supervision to complete tasks;
 4. makes a minimum contribution to the class;
 5. has difficulty in oral and written expression; uses English that is inappropriate to situations;
 6. is careless in preparation of assignments.
- F -
1. demonstrates mastery of 59.4% or less of the skills and concepts taught;
 2. completes assignments only if extra time is allowed;
 3. doesn't apply him/herself, even with teacher supervision;
 4. seldom makes contributions to class;
 5. has extreme difficulty in oral and written expression; uses English that is inappropriate to situations.

Grading Criteria - K-5

As stated in the Student Handbook, the grading system must be used by all faculty at *New Riegel* (K-5) that reflects a standards based grading approach. In general, all marks represent students' performance on Ohio's Learning Standards. Refer to the student handbook for more information.

Progress Reports

Midterms are issued about the middle of each nine week grading period. They will come directly from the progress grade book that each teacher uses. A specific cut-off time and date will be determined by principal.

Exams

Semester examinations are required for grades 9-12 in the areas of Business, English, Health, Mathematics, Science, Social Studies, and Foreign Language. Exams may be given in other areas at the teacher's discretion but there must be consistency within the department involved.

Parent-Teacher Conferences

Conferences are scheduled once a year in the fall. Teachers should be prepared to discuss the progress and situation of each student.

We should make a point of inviting parents of students in these categories in for conferences:

1. Failing or in danger of failing a subject;
2. Not performing according to ability;
3. Doing poor quality work;
4. Disciplinary problem in class;
5. Attitude problems;
6. Absence or tardiness problem.

Textbook

Certified

Students are expected to take care of the books which are to be covered at **all times**. The student will be financially responsible for lost or damaged materials.

Fee Collections

Student fees will be sent home in October. Junior High and High School students should bring their fees to the office and give them to the High School Secretary. Elementary teachers should send any fees collected to the office daily in the blue zipper bag. The treasurer's office will then deposit the fees into the POS system and charge the POS system for the fees. This serves as the parent's receipt.

Calendar

Located on the website is a school calendar to assist in planning for the year. All school activities are to be placed on the master calendar for the district by submitting an online request. The priority for meetings and other activities is given to those who get their dates on the calendar first.

Teachers' Memos

Memos and emails will be issued as needed to inform teachers of upcoming events and other items of interest and importance. It is highly suggested that these be retained for a period of time for reference purposes.

Syllabi

Teachers of students in grades 6-12 are to give to students on the first day of school a syllabus with the following information:

1. Brief description of what will be covered in the curriculum;
2. Curricular expectations of the class;
3. Grading policy that will be followed;
4. Discipline plan that will be followed; and
5. Other pertinent operational information.

Letters/Notes to Parents and Students

Teachers are encouraged to correspond with parents as a means of keeping them informed. However, group letters/notes should be brought to the attention of the office before being sent out and a copy turned in or shared electronically.

Public Relations

You are New Riegel Local School to the community. The attitude you convey to students and parents will directly influence them. If you are positive in your dealings with them and in your discussions, they will be positively affected.

Active participation and attendance at school activities where the general public is involved is strongly encouraged.

Bells

The ringing of bells does not automatically allow students to leave your classroom. You and only you are to dismiss the class after making assignments, checking the room, etc. The bell is the signal for the teacher, not the student.

Supplies/Requisitions

Certified

Basic supplies such as paper clips, tape, staples, etc., are available in the offices. Paper supplies, forms, etc., are found in the workrooms.

Requisitions for instructional materials and supplies can be found in the workrooms. Requisitions must be submitted and approved **before** any item(s) can be ordered or obtained. If you do not get the written approval **before** you purchase your item(s), they **will not** be paid by the Treasurer and you will be fully responsible for the purchase of the item(s).

If there are any questions about the purchasing process please see the Principal, Superintendent or Treasurer.

Audio-Visual Equipment Repair

When there is a problem with technology equipment, email the tech coordinator describing the problem, with a carbon copy also sent to the superintendent.

Refreshments to Rooms

Please see Board Policy 8510 for guidance on classroom celebrations and parties.

Workroom

The workrooms are shared by all staff and all should assist in keeping them clean, neat and orderly. All necessary forms are located in both the elementary and high school workrooms.

Located in both elementary and JH/HS workrooms is a copy machine and laminator. Students should only be in a workroom when accompanied by a teacher/staff member.

Mailboxes

A mailbox has been assigned to each staff personnel. They should be checked at least daily and kept cleared out. Mailboxes should not be used for storage.

Your Classroom

The physical arrangement of the room is limited during a pandemic. Please be mindful of problems your room arrangement may present for students and the custodial staff.

If you make a mess in your room please clean it up. No storage items are to be placed on top of cabinet units that are higher than 12 inches from ceiling. No Lava lamps or other high heat items are to be in classrooms.

All single chairs are to be placed neat and orderly on top of desks or tables at the end of the last period of the day.

Student Aides

You are responsible for your student aide at all times that they are in your care. If they do not report to you during the period they are assigned to you, then you must check with the high school office to see if they are absent from school. You must let the office know that they did not report to your room.

Bulletin Boards

These are provided for educational and instructional use. Displays are to be educational, attractive, and current. If you are in charge of any bulletin boards, whether they are in your room or in the hallway, keep them **current**.

Certified

Pledge of Allegiance

The pledge of Allegiance is to be recited on a daily basis. It will be handled during the morning announcements preceding the first period of the day. The U.S. Flag should be displayed in all rooms. Revised Code Section 3313.602 specifies that no student is required to participate in the recitation of the Pledge of Allegiance and that intimidation of any student by other students or staff aimed at coercing participation is prohibited.

See Board Policy 8220

Building Security

In order to provide building security, it is mandatory that anyone using the building after school hours check **ALL** outside doors and make sure they are locked before leaving. There should be no students in the buildings after school personnel leave. If you are the last person out, lock up and turn off the lights.

Activity/Athletic In-Service

All members of the coaching staff must participate in a sports first aid program and CPR training session. Each person must have a current CPR card.

Please see the Athletic Director for further information.

Eligibility

Athletes must meet all eligibility requirements of the New Riegel Local Schools and any governing agency, such as the Ohio High School Athletic Association, including but not exclusive to, those requirements pertaining to scholarship, residence, age and attendance..

If a student who becomes ineligible under these standards improves his/her grade point average during the current grading period enough to meet the eligibility standard, s/he may be reinstated at the beginning of the midterm. For further information on eligibility requirements refer to Board Policy 2430 and the Athletic Handbook.

Personal Use of PCDs While at Work

During work hours personal communications made or received, regardless of whether on a PCD or a regular telephone or network computer, can interfere with employee productivity and distract others. Employees are expected to use discretion in using PCDs while at work for personal business. Employees are asked to limit personal communications to breaks and lunch periods, and to inform friends and family members of the Board's policy in this regard.

See Board Policy 7530.02

Family Night

Wednesday night has been designated as family night. Students are not to be engaged in any school activity that will keep them involved after 6:00 p.m. The school building must be vacated by 6:00 p.m. from any after school activity. Any necessary exceptions should be brought immediately to the administrator's attention.

News Releases to Media

Certified

New Riegel students make many worthwhile and outstanding contributions each year. In order to give the public information on the positive achievements of our students, the news media may be contacted. Please "cc" the principal/superintendent on any media contacts.

Newsletter

We have a District newsletter going home quarterly throughout the school year. This is a chance to let our public know about the state of the school, but to also keep them informed about the many positive achievements of our students and staff.

Information for the newsletter needs to be submitted to the high school secretary by the deadline emailed out each month. Items need to be submitted no later than 3:00 p.m. and only under certain circumstances will late items be printed.

Articles need to be submitted in **Microsoft Word, Times New Roman Font 12 pt.** in order to have it published in the newsletter.

Articles are not to be submitted by a student without the teacher or advisor's acknowledgment on the hard copy. If a student types an article for the newsletter, the teacher must approve it before being submitted for the newsletter. Anything not approved by the teacher will be given back. You should sign and date the hard copy so that you are aware of what is being submitted.

Substitutes

When it is necessary for you to be absent, every effort will be made to get a substitute. The list of substitutes available is small so the earlier we know the better chance we have of obtaining one. If it is not possible to secure a substitute, each regular teacher will be paid (as negotiated in teacher contract) the stipend rate to cover the class during a conference period.

The substitute plays an important role in the school. This role is difficult under the best of circumstances, but it is easier if the groundwork is laid and the proper material is provided.

Early in the year, teachers should prepare their classes for the possibility of a substitute teacher. Discuss with students the expectations of them so the day will go well. Each teacher will need to have a substitute folder ready for the school year. This folder should contain the daily routine, direction sheets, discipline plan, schedules, class/study hall lists, grouping (if used), disaster plan, etc. Current detailed lesson plans for the substitute must be on hand prior to the start of the day that you will not be in the class.

Each teacher will be asked to complete an input/feedback sheet on the substitute(s) upon returning. The substitute will also be asked to complete an evaluation form at the end of the day.

Field Trips

Field trips will need to be approved by the administrator you report to. Teachers are responsible for adding the trip to the Master Calendar by completing an online event request and requesting the appropriate transportation using the Master Calendar Transportation Request Tool. The transportation Director will assign the drivers for the trip.

Trips requiring a fee will necessitate completing a requisition for the appropriate amount. If you need to take the check with you, please note that on the requisition along with the date of the trip. Please

Certified

provide the treasurer's office at least one week's notice to prepare the check. Activity advisors will need to tap their activity fund for a check.

Before the trip, the teacher/advisor in charge is to send a note to the parents informing them of the trip.

Student conduct is expected to be exemplary. Students and Teachers should dress appropriately for the event and in a manner befitting a representative of *New Riegel School District*.

Participants must travel together as a group and return as a group. There should be a positive reflection on the school and community.

A checklist is available in the workroom to assist in the proper planning of field trips.

See Board Policy 2340 for further information on field trips.

Food Policy on Buses

The Ohio Pupil Transportation and Safety Rule 3301-83-08 (C-8) requires that no food or beverage shall be consumed by any person(s) while riding a school bus.

On extracurricular trips, the teacher, coach, and/or advisor shall enforce this rule. Any mess left on the bus is the responsibility of the teacher, coach or advisor. That person is to see that the litter is cleaned up and the bus swept if necessary.

Emergency Evacuation of Buildings

Instruction and routes for both Fire Drills and Tornado Drills are to be clearly posted in each room (near the door) where students exit.

Fire - as soon as the signal sounds:

1. Escort students to escape routes;
2. Last one out turns off lights and shuts door;
3. Leave building according to your escape plan (that is posted by the door);
4. Take an attendance book and report your attendance to designated personnel.

Tornado – as soon as signal sounds:

1. Elementary Safety Area –outside classrooms or designated areas (see plan posted in classroom)
2. High School - outside classrooms or designated areas (see plan posted in classroom)
3. Steps to follow:
 - a. Escort students out of the room and direct them to the designated safety area referred to in 1 and 2 above (see plan posted by your door);
 - b. Take attendance book and take count as soon as reaching the safety area and report attendance to designated personnel;
 - c. get students down in a kneeling position with hands over their heads.

Note: See Emergency Evacuation Plan for further information regarding emergencies.

Contests

Certified

Teachers are to check with the administrator you report to before making any arrangements to have students enter contests of any kind. Student names are not to be submitted for any kind of lists or honor without checking with the supervisor first.

Special Service

Teachers with concerns about students who are having problems should see either the supervisor or school counselor about the matter and discuss the available options. Proper paperwork and due process needs to be followed for any option or alternative.

Among the services or options available are:

1. Educational testing;
2. Psychological evaluation;
3. Screening: vision, speech, hearing, Scoliosis;
4. Referrals: intervention assistance team, dropout prevention, psychologist, counselor;
5. Counseling: counselor, school psychologist;
6. Special Education Programs

Intervention

Intervention for all students, K-12, will be provided in accordance with the identified needs of each student. Intervention is an alternative or supplemental action designed to remediate, reinforce, or support pupil learning relative to the specified performance or instructional objectives. All services should be provided in the student's least restrictive environment. Collaboration should occur regularly with all educators to ensure consistent and layered interventions in the regular classroom as well as all other educational settings. Intervention services should be in addition to core curriculum and all efforts should be made to ensure intervention is not a substitute to core instruction but rather an addition to core instruction.

There are a wide variety of methods that can be utilized. The Principal, counselor, psychologist and special education coordinator may serve as resource persons in this regard.

Response to Intervention

Response to Intervention (RTI) is a multi-tier approach to the early identification and support of students with learning and behavior needs. The RTI process begins with high-quality instruction and universal screening of all children in the general education classroom. Struggling learners are provided with interventions at increasing levels of intensity to accelerate their rate of learning. These services may be provided by a variety of personnel, including general education teachers, special educators, and specialists. Progress is closely monitored to assess both the learning rate and level of performance of individual students. Educational decisions about the intensity and duration of interventions are based on individual student response to instruction.

Tier 1: High-Quality Classroom Instruction, Screening, and Group Interventions

All students are screened on a periodic basis to establish an academic and behavioral baseline and to identify struggling learners who need additional support. Students identified as being "at risk" through universal screenings and/or results on state- or districtwide tests receive supplemental instruction during the school day in the regular classroom. The length of time for this step can vary, but it generally should not exceed 8 weeks.

Certified

Tier 2: Targeted Interventions

Students not making adequate progress in the regular classroom in Tier 1 are provided with increasingly intensive instruction matched to their needs on the basis of levels of performance and rates of progress.

Tier 3: Intensive Interventions and Comprehensive Evaluation

At this level, students receive individualized, intensive interventions that target the students' skill deficits. Students who do not achieve the desired level of progress in response to these targeted interventions are then referred for a comprehensive evaluation

Any student who is performing below grade level should receive intervention in the regular classroom. If a student continues to struggle, the teacher should refer the student to the RTI team to review strengths, needs and develop a strategic plan of support that is consistent in the classroom, other educational settings and at home. Proper paperwork should be completed including family communication and progress monitoring data.

*See R.T.I. shared drive for more information.

Guidance Services

The counselor is available to assist with group guidance; career, academic, personal counseling, special services and a variety of services under the Guidance Department's Plan of Action.

Fundraisers

The School Board may permit fundraising activities, in or about school, or approved school organizations off school grounds.

Fundraisers must receive *prior approval* by the Board *before* implementation.

Fundraisers in operation prior to Board approval shall be required to cease and desist until such approval is granted. Approval for fundraisers shall be on an annual basis.

Initial application for approval shall be made initially with the building administrator. The Superintendent may temporarily approve a fundraiser, but shall seek formal approval from the Board at the regular monthly meeting.

The Superintendent shall establish rules, regulations and procedures for the solicitation of funds, which shall describe permitted methods of solicitation that do not demean the character or place undue pressure on students. The Principal shall distribute this policy and associated rules, regulations and procedures and implement it to each student organization seeking and/or receiving permission to solicit funds.

See Board Policy 5830

REQUIRED TRAINING

Certified

Ohio Risk Reduction Act (H.B. 308) requires all public school employees, including all part-time, substitute, and seasonal employees, to receive training on the bloodborne pathogen standards as set forth by the Occupational Safety and Health Administration. Additional Training required include:

1. Active Shooter - Every 3 years
2. Cultural Competence and Racial Bias - Every 3 years
3. Bullying: Recognition and Response - Every 3 years
4. ADA - Every 3 years
5. Restraint and Seclusion - Every 3 years
6. Mental Health Awareness - Every 3 years
7. Title IX - Every 3 years
8. Blood Borne Pathogens - Every year

PUBLIC RECORDS POLICY

The Board of Education recognizes its responsibility to maintain the public records of this District and to make such records available to residents of Ohio for inspection and reproduction.

The Board will utilize the following procedures regarding the availability of public records. "Public records" are defined as any document, device, or item, regardless of physical form or characteristic, including an electronic record as defined in statute as having been created, generated, sent, communicated, received, or stored by electronic means, created or received by or coming under the jurisdiction of the Board or its employees, which serves to document the organization, functions, policies, decisions, procedures, operations, or other activities of the District. "Public records" do not include medical records, trial preparation records, confidential law enforcement investigatory records, records the release of which is prohibited by State or Federal law, and any other exceptions set forth in R.C. 149.43. Confidential law enforcement investigatory records, medical records, and trial preparation records are as defined in R.C. 149.43.

The public records of this District shall be available during regular business hours, with the exception of published holidays. Upon request, a person may receive copies of public records, at cost, within a reasonable period of time. The District's public records shall be promptly prepared and made available for inspection. A reasonable period of time may be necessary due to the volume of records requested, the proximity of the location where the records are stored, and/or for the District to review and redact non-public/confidential information contained in the record.

Each request for public records shall be evaluated for a response at the time of the public records request. Although no specific language is required to make a request, the requester must minimally identify the record(s) requested with sufficient clarity to allow the District to identify, retrieve, and review the record(s). The request for records need not be in writing. The requester shall not be required to provide his/her identity or the intended use of the requested public record(s).

At the time of the request, the records custodian shall inform the person making the request of the estimated length of time required to gather the records. All requests for public records shall be satisfied or acknowledged by the District promptly following the receipt of the request. If the request for records was in writing, the acknowledgement by the District shall also be in writing.

Certified

Any request deemed significantly beyond routine, such as seeking a voluminous number of copies and/or records, or requiring extensive research, the acknowledgement shall include the following:

1. an estimated number of business days necessary to satisfy the request
2. an estimated cost if copies are requested
3. any items within the request that may be exempt from disclosure

The Superintendent is authorized to grant or refuse access to the records of this District in accordance with the law. Any denial, in whole or in part, of a public records request must include an explanation, including legal authority. If portions of a record are public and portions are exempt, the exempt portions are to be redacted and the rest released. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority. If the request for records was in writing, the explanation shall also be in writing.

A person may purchase copies of the District's public records upon payment of a fee. A person who chooses to purchase a copy of a public record may request to have said record duplicated on paper, on the same medium on which the District keeps the record, or on any other medium in which the custodian of records determines that said record reasonably can be duplicated as an integral part of normal operations. A person who chooses to purchase a copy of a public record may also choose to have that record sent to him/her by United States mail or by other means of delivery or transmission provided the person making the request pays in advance for said record as well as costs for postage and supplies used in the mailing.

The number of records requested by a person that the District will transmit by U.S. mail shall be limited to ten (10) per month, unless the person certifies, in writing to the District, that the person does not intend to use or forward the requested records, or the information contained in them, for commercial purposes. "Commercial" shall be narrowly defined and does not include reporting or gathering news, reporting gathering information to assist citizen oversight or understanding of the operation or activities of the District, or nonprofit educational research. (R.C. 149.43(B)(7))

Those seeking public records will be charged only the actual cost of making copies.

Documents in electronic mail format are records as defined by the Ohio Revised Code when their content relates to the business of the District. E-mail shall be treated in the same fashion as records in other formats and shall follow the same retention schedule.

Records in private email accounts used to conduct public business are subject to disclosure, and all employees or representatives of the District shall retain emails that relate to public business and shall copy them to their business email account(s) or to the records custodian.

The records custodian shall treat e-mail from private accounts that are used to conduct public business, thus subject to disclosure, as records of the District. These records shall be filed appropriately, retained in accordance with the established schedules, and made available for inspection and copying in accordance with the Public Records Act.

Certified

No public record may be removed from the office in which it is maintained except by a Board officer or employee in the course of the performance of his/her duties.

Nothing in this policy shall be construed as preventing a Board member, in the performance of his/her official duties, from inspecting any record of this District, except student records and certain portions of personnel records.

A School District Records Commission shall be established consisting of the Board President, Treasurer, and Superintendent of Schools in accordance with law to judge the advisability of destroying District records. Record retention schedules shall be updated regularly and posted prominently. The Commission shall meet at least once every twelve (12) months.

The Superintendent shall provide for the inspection, reproduction, and release of public records in accordance with this policy and with the Public Records Law. Administrative guidelines shall be developed to provide guidance to District employees in responding to public records requests. The Superintendent shall require the posting and distribution of this policy in accordance with statute.

R.C. 9.01, 102.03(B), 149.011, 149.41, 149.43, 1306.01, 1347 et seq., 3313.26, R.C. 3319.32, 3319.321 20 U.S.C. 1232g See Board Policy 8310

DUTIES

Pupil Supervision

The following standards of pupil supervision are to be maintained:

1. A teacher must maintain a high standard for supervision, control and protection of students commensurate with assigned duties and responsibilities.
2. Students must be directly supervised at all times during the school day. When students are in your classroom you should be there also. If you unlock a door to allow students in, be sure to monitor them until the last person leaves. You are responsible for those students.
3. No student should be anywhere else unless given permission by one of the monitors, then only one person at a time.
4. Under no circumstances are students to be in the building without direct faculty/staff supervision. The person responsible for their presence must be with them or arrangements must be made with another faculty/staff member.
5. Open food and beverage containers are **NOT** to be kept in lockers or classrooms. At lunchtime food and beverages are to be consumed in the auditeria or outdoors only! After school food and beverages may be consumed in the auditeria **ONLY** and not in either gym at any time (only water may be consumed in the gym).
6. Unless there is a class party, class treat, etc., students are not to be drinking pop, eating, etc., in any classroom unless prior approval is given by the Principal and only for special

Certified

occasions. Students will not be able to order food from outside businesses, during school hours.

7. Every teacher/staff member is to help supervise. No student PDA is tolerated. Take care of the problem as soon as it happens. If this continues, send the students to the Dean of Students and/or Office.
8. Teacher/Staff needs to be in their classroom when class begins and not leave until the class bell rings at the end of the period. If you know that you cannot be in your room at the beginning of class, *prior arrangements* need to be made with the Principal. If there is an emergency situation that causes you to leave your classroom, you are to let a the neighboring teacher know and ask him/her to watch your class. Let the office know in case the class needs to be covered for an extended period of time.
9. Teachers with assigned supervision duty such as noontime, bus, recess, etc., should be on time and remain on duty for the full time of the assigned duty period. Professional courtesy demands that a relief staff member be on time so there is not an unequal burden on a fellow professional.
10. A teacher must provide instruction in the safety matters presented in assigned curriculum guides.
11. A teacher must not send students on personal errands.
12. Students should only be in the workroom and bookroom when accompanied by a teacher/staff member.
13. A pupil shall not be required to perform work or services that may be detrimental to his/her health or establish an employee relationship.
14. A teacher must immediately report to the Principal, an accident or safety hazard he or she detects and file proper paperwork.
15. Teachers should be on the lookout for problems daily. When an apparent health problem is observed please notify the office. An updated list of known health concerns/problems will be distributed each year.
16. Students that are on medication from a doctor need to have proper forms filled out and in the office. Students are sent to the office when they need to take their medication. See student handbook for more information.
17. Teachers must monitor dress code and report violations to the office.

Each teacher must report to the Seneca County Children's Services Agency any sign of suspected child abuse. Remember, you are a mandated reporter. Inform an administrator when you have made a report.

Certified

Hall Duty

Between classes, all teachers should be outside their classroom doors actively supervising student behavior. If a teacher is passing from room to room between classes, student behavior should be monitored on the way.

Restroom Supervision

While we have no formal restroom duty assignments, it is the responsibility of all staff members to take action when you personally witness or hear commotion in the restrooms.

Passes

Students may not be excused from an assigned class or study hall unless they have a proper pass before the start of class. Staff members wishing to have a student released from a study hall must give the student a pass before the beginning of class. A student may not be taken out of a class (unless prior arrangements have been made with the consenting teacher), only a study hall.

EVERY TIME a student leaves the room they must have a hall pass from the class they are assigned to.

Assemblies

At various times during the school year there will be assembly programs. All faculty members are expected to attend when appropriate. If you have a class that is attending that particular assembly, you are expected to help supervise. **You are to sit among the students for maximum supervision.**

All assembly programs are to be scheduled through the office.

Guest Speakers

Guest speakers are frequently invited to enrich group programs or activities. Controversial persons or candidates for election should be avoided. Prior to extending an invitation to the guests, speakers should be cleared through the office.

See Administrative Guideline 2520C for further guidance.

Handbook Receipts

Each family in grades K-12 receives a copy of the student handbook through Final Forms. Each family must have a signed receipt on file.

Office Equipment

Students are not to operate the various pieces of office equipment. This applies especially to the copy machines (in the workrooms).

Homework

Homework should be a properly planned part of the curriculum, extending and reinforcing the learning experience of the school. It should help students learn by providing practice in the mastery of skills, experience in data gathering, gathering and integration of knowledge and an opportunity to remediate learning problems.

Homework should always serve a valid learning purpose; it should not be assigned as a punishment or for disciplinary reasons. Homework should be clearly assigned and the product carefully evaluated by the teacher.

Certified

Ways should be suggested in which parents may assist the school in helping a student carry out assigned tasks.

If a student is absent from school, that student is given one (1) grace day for homework for each day that student is absent.

If a student has a planned absence (vacation, etc.) arrangements must be completed *prior* to the absence.

Homework Slips

There should be some sort of communication with parents of students who do not turn in work and/or homework.

Tests

Teachers need to make every effort possible to coordinate their tests with other teachers so as not to overload the students with too many tests on one given day.

Student's Attendance/Tardies

Elementary homeroom teachers, junior high and high school first period teachers are to take attendance/tardies and lunch count immediately upon the ringing of the bell for the start of classes through DASL. Every teacher is expected to keep a detailed and accurate record of student absence/tardies. This helps facilitate documentation for attendance patterns.

Every period attendance/tardies needs to be taken and documented. If you find that a student is not in your class and was not reported absent on the student absence sheet emailed from the office, report this to the office immediately.

Partial Day Absence

Teachers need to take attendance prior to releasing students for events conducted during the school day. Students need to report to class at regular time for attendance and then they can be released. Upon returning to school, attendance will again need to be taken.

Student Conduct Code

The Student Handbook contains the Student Code of Conduct which covers the student expectations. The Athletic Handbook contains the Student Code for Athletic Participants. Refer to these when the need arises.

Student Safety

A teacher has the legal duty to explain and inform the student of the dangers and hazards inherent to the use of equipment, and before allowing students to use equipment he/she is tested to determine if the equipment can be used safely. Documentation of testing should be kept on file.

When dealing with dangerous instruments, make sure that each student wears proper safety equipment, such as goggles, gloves, etc. Teachers in this area are to maintain supervision and discipline within areas of the teacher's responsibility and exercise reasonable care in the performance of duties.

Certified

Teachers of Science Classes and Agriculture Science and Business Classes are to provide annual instruction to all students in these classes about safe operation of equipment used in the class. Such instruction is to be documented and kept on file. Where appropriate, there are to be tests given on safety procedures and this is to be kept on file. Students are not to utilize equipment until they score a satisfactory score on the operation of equipment and safety test. Unless approved otherwise, this score should be 100%. Experience with the equipment does not matter. A student must still pass each and every year.

Students working in shop classes or working in the Science Labs or doing Science Lab work are to wear safety goggles or safety glasses at all times.

Teachers with supervisory responsibilities are to instruct students as to safe procedures on the playground and other common areas. Such instructions are to be reviewed periodically and documented. Instructions once a year **are not** sufficient.

Physical Education teachers are to instruct students as to proper procedures from a safety standpoint while in attendance at physical education classes, whether in the gym, the weight room, or outside. Such instruction is to be reviewed periodically and documented. Such instruction once a year **is not** sufficient.

Teachers and/or supervisors in any area where there could be a safety concern are to instruct their students, document such instruction, and do it as often as circumstances warrant. Be familiar with safety related rules and regulations and enforce them.

File all accident reports on time and with sufficient detail.

DISCIPLINE

At New Riegel we want students to know exactly what is expected of them in the classroom and what the consequences will be if they do not do what is expected of them. Thus, every teacher is to:

1. Establish and post a set rules for their classroom;
2. Establish and post a set of consequences going from least severe to most severe;
3. Communicate this to students and parents.

Students who violate minor provisions of the conduct code should be, as much as possible, dealt with by the teacher in charge of the class or activity.

Accurate, dated notes on any student discipline problems that you encounter, including your actions, must be kept. Documentation must be available to back up oral reports.

When sending a student to the Office, the teacher/staff needs to put in writing the student violation, date, etc. and give a copy to the principal.

Certified

We want our students to be disciplined and show respect for our school, its staff members, and fellow students. In order to achieve this respect, we, as professionals, must earn our share by our actions. Walk the Talk!

Every teacher/staff member needs to be professional when dealing with students. Some considerations are:

1. Discipline should be an individual matter; (do not discipline the whole group because of one individual).
2. Do not belittle or ridicule a student at any time.
3. Do not argue with a student. Hear him/her out then give them a fair and reasonable evaluation.
4. Handle your differences with a student in private if necessary with an adult witness. It is not to be a matter of public concern or record.
5. Give your full support to school policies, procedures, rules, regulations when dealing with students.
6. Don't make a threat that you are unwilling or unable to carry out.
7. Demand the respect to which you are entitled. Good classroom teaching and respect toward students will assist in this effort.
8. Don't become too "buddy buddy" with the students. You are their teacher and you are not competing in a popularity contest.
9. Consistency is a keystone. No one can look the other way.
10. Build a win/win relationship with students.
11. Keep the Principal informed of problems you may be having if they appear to be perpetual or of "major" importance. Consult the school counselor for social-emotional support and utilize the Response to Intervention process to support behavioral remedies.

Removal from Class

If a student's behavior is disruptive to the point that the student needs to be removed from your class, send the student to the office and put in writing as soon as possible the reason(s) for such removal. The administrator will deal with the situation at hand.

Search and Seizure

Teachers who feel there is reasonable suspicion or probable cause to search a student must report this to the administrator you report to. The administration will handle the matter from there.

Certified

Detention

Detention is an acceptable procedure and should be part of an overall discipline plan. Detentions are (1) hour after school. When school is delayed or closed, the detentions will be reassigned.

Playground Detention

When an elementary student needs to remain in the classroom during recess, proper communication such as playground passes will have to be filled out prior to recess and given to the supervising staff member before a student goes into their classroom. Students going into the classroom during recess must be monitored by a teacher/staff member. Students are not to be left unsupervised in their classroom.

Pupil Anti-Hazing

Administrators, faculty members, coaches, and other employees of the school district shall be particularly alert to possible situations, circumstances, or events which might include hazing. If hazing or planned hazing is discovered, the students involved shall be ordered to end all hazing activities or planned activities immediately. All hazing incidents shall be reported immediately to the Superintendent. Students, administrators, faculty members, and other employees who fail to abide may be subject to disciplinary action and may be held personally liable for any civil and criminal penalties in accordance with the law.

Hazing shall be defined as performing any act or coercing another, including the victim, to perform any act of initiation into any class, team, or organization that causes or creates a substantial risk of causing mental or physical harm.

See Board Policy 5516

OUTSIDE ACTIVITIES

Outside Activities and Employment Staff

When non-school activities threaten a staff member's performance within the system, the Board reserves the right to evaluate the impact of such activities upon a teacher's responsibilities to the students, to the system, and to the Board.

With the issuance of a full-time employment contract, the Board becomes the individual's primary employer. No staff member shall then obligate or involve himself/herself to interests or vestments outside his/her position that interfere with the normal contractual commitment to the Board, except as approved by the Superintendent.

Staff members shall not:

1. Give school time to outside activities when there is no valid reason to be excused from assigned duties and is subject to prior written approval by the Principal/Superintendent with a copy to the personal file.

Certified

2. Use school property or school time to solicit or accept customers for a private enterprise;
3. Campaign on school property on behalf of any candidate for local, state, or national office; or
4. Accept as clients in private practice, pupils interviewed by them in a professional capacity for this school district.
5. Take leave for the purpose of taking another paid position.

See Board Policy 3231

Political Activity

Employees of the Board have the same fundamental civic responsibilities and privileges as other citizens. Among these are the privilege of campaigning for an elective office and holding an elective or appointive public office. Employees who intend to campaign for an elective public office will notify the Superintendent in writing and at the earliest possible point in time of the office that they intend to seek, along with the decision as to whether they wish to continue employment with the Board.

The Superintendent will meet with and discuss the matter with the employee involved and will present a proposed solution to the Board for consideration. The essential element to be determined by the Board is whether the activity proposed by the employee is compatible with the time requirements for fulfilling the employee's responsibilities to the District.

The board will establish the terms and conditions under which the employee may continue employment while he/she seeks or holds an elective or appointive office. Employees will not be permitted to use *New Riegel Local School District* facilities, equipment, or supplies for campaign purposes. Also, employees will not be permitted to discuss their campaigns with other local district personnel during the working day for campaigning purposes.

See Board Policy 3231

Jury Duty

Should an employee be called for jury duty, he/she shall report it to the Superintendent. Employees who serve will not be penalized in any way for doing so. They will receive full pay if they endorse the check received from the court or pay the amount shown on their record slip, within ten days of their return from duty. While on jury duty, employees are required to report daily their schedule for the following day.

The time spent on jury duty will not be charged against personal leave and will count as time on the job.

See Board Policy 3235

Public Solicitation

Certified

No person will sell or offer for sale articles or services within the District buildings or on District property unless prior approval has been secured from the Superintendent and the Board.

There will be no solicitation of money from local industry, businesses, district residents, or students by any employee or District organization without the expressed approval of the Superintendent and the Board.

Sales people representing educational companies may be granted the opportunity to speak to staff by making arrangements through the Superintendent's office.

The District directory or lists of students and staff will not be made available to any outside person or agency for a profit-making purpose.

SALARY AND BENEFITS

SALARY SCHEDULES

The Board will review salary schedules prior to the expiration of the negotiated agreement and shall inform all teachers/administrators of their salaries for the following year by July 1.

The Superintendent is authorized to credit, for placement on the salary schedule, all past service of an applicant for employment in this District on the following basis: in a public school or a private school located in this state or any state or territory under U.S.A. cognizance and for service in the military of this country, one year credit on schedule for each year service to a maximum of ten years' credit.

Teachers who have completed training that would qualify him/her for a higher salary bracket shall file satisfactory evidence of the completion of such additional training by the fifteenth day of September with the Treasurer of the Board.

See Board Policy 3411

STATE TEACHERS RETIREMENT SYSTEM (STRS)

The Board designates mandatory Ohio State Teachers Retirement System contributions of Superintendents, administrators, and teachers, as "picked up" by the Board, although they shall continue to be designated as employee contributions.

Effective January 1, 1984, the Board of Education agrees to pick-up (assume and pay) tax shelter contributions to the state Teachers Retirement System on behalf of all employees represented by the New Riegel Education Association.

The amount to be picked-up and paid on behalf of each employee shall be ten percent (10.00%) (or otherwise specified by the STRS as the employee contribution) on the employee's compensation including all supplemental earnings.

See teachers' negotiated agreement for explanation.

WORKERS' COMPENSATION

Certified

All persons employed in the school system are covered under Workers' Compensation as required by Ohio law. Benefits are paid to employees who sustain injuries in the course of and arise out of employment. (There are many court decisions construing what is meant by "injury" and by "employment").

Basically, an injury is physical harm produced unexpectedly by accidental means or which is accidental in character and results during the course of employment. The injury must occur while the employee is performing some duty of his/her employment as opposed to personal duty.

Claim Procedure

Injury must be reported immediately to the supervisor as prompt action insures availability of facts and prevents later controversy. Application for benefit should be filed at the Office of the Bureau of Workers' Compensation.

Any in-depth inquiries in regard to benefits, etc., should be directed to the Bureau of Workers' Compensation.

SEVERANCE PAY

All employees who represent evidence of retirement from active service with the Board shall be granted severance pay for their accrued, but unused sick leave days. The aggregate value of accrued, but unused sick leave credit that is paid shall not exceed the value as provided in the Teacher's negotiated agreement.

For purposes of this policy, "retirement" means retirement under the State Teachers' Retirement System. The *New Riegel* Board of Education will grant severance pay to certified teaching staff under the following conditions:

1. The Board authorizes the payment to a retiring employee of one fourth (1/4) of his/her unused sick leave days to a maximum of 55 days.
2. Payment will be based on an individual's base pay rate in the year immediately preceding retirement.
3. A minimum number of years service in the *New Riegel School District* is required for eligibility as follows:

0 - 7 years of service	35 days
8 years of service	45 days
9 years of service	50 days
10 years of service or more	55 days
4. Teachers must be retiring under existing provisions of the State Teachers' Retirement System (STRS) at the time of resignation.
5. Application for severance pay must be made in writing within (30) days of effective retirement date as listed in letter of resignation.
6. The Board will make no retirement contribution on severance pay.

Certified

7. Each teacher who uses five (5) or fewer sick days a year will be credited with one extra day of severance pay accumulated to a maximum of ten (10) days. Days will not be deducted from an employee for any reason.
8. Such payment shall be made only once to an employee.

Payment of severance pay shall eliminate all obligations of the employer at the time of retirement from any other further payment or restoration of sick leave unused.

UNEMPLOYMENT COMPENSATION

Each eligible individual employed by the Board shall receive benefits as compensation for loss of remuneration due to involuntary total or partial unemployment.

Benefits based on service for a public school district shall not be paid to any individual for any week of unemployment that begins during the period between two successive academic years or terms of the employing school district at the termination of the first such academic year or term.

All questions and/or claims in regard to the receipt of benefits or the administration of the program should be directed to the Bureau of Employment Services. Prompt action on the part of any potential recipient or his representative in contacting the Bureau as questions occur will insure fair consideration of all claims.

GROUP INSURANCE

Check negotiated agreement for updated information.

HOLIDAYS

The Board will observe the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving
- Thanksgiving Friday
- Christmas Eve
- Christmas
- New Year's Eve

JOB-RELATED EXPENSES

The Board will provide for the payment of actual and necessary expenses, including traveling expenses, of any employee incurred in the course of performing services for the District, whether within or outside the District. The Board shall pay the expenses of employees when they attend approved professional meetings in accordance with the following conditions:

Certified

1. Preliminary approval for attendance at the meeting, as well as amounts of reimbursement for registration and expenses should be secured from the Superintendent.
2. Reimbursement shall be made only upon the presentation of original receipts for all expenses submitted for reimbursement. No reimbursement shall be made unless original receipts are presented for all costs except mileage. (Receipts must be itemized.)
3. Mileage must be computed as actual miles driven at the rate currently approved by the Board for its employees. Mileage will be paid to only one driver to a given destination on a given date unless the Superintendent gives specific approval in advance.
4. Final reimbursement must be approved by the Superintendent.

Local travel expenses incurred in the execution of duties shall be defined as official business trips required during a working day to commute from a professionally related appointment to another or following a normal working day, to travel to a location for the purpose of fulfilling one's work-orientated obligations.

Claim for local travel shall be based either on travel requirements-implicit or explicit-related to one's contract or those specifically assigned to an employee. Expenses may include parking fees if incurred. All claims require the approval of the Superintendent.

See Board Policy 3243 and Administrative Guidelines 3243.

GROUP INSURANCE CONTINUATION (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the School District health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are: resignation; termination of employment; death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; or a dependent child who no longer meets eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at group rates, plus an administration fee. The School District provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under our group health insurance plan. The notice contains important information about the employee's rights and obligations.

LEAVES

All employees are obligated to report regularly for the performance of their duties. During a period of authorized absence, partial or full compensation may be paid. ***Absences not approved by the Superintendent, however, are considered unauthorized and no payment of salary shall be made.*** Unauthorized absence from duty may be considered by the Board of Education as cause for suspension or dismissal.

Certified

A staff member who fails to give prompt notice of his/her absence, misuses sick leave, fails to verify his or her absence in accordance with Board Policy, falsifies the reason for an absence, is absent without authorization, is repeatedly tardy, or accumulates an excessive number of absences without good cause may be subject to discipline.

SICK LEAVE

All employees of the District eligible for sick leave not otherwise covered by the terms of a negotiated agreement shall receive fifteen (15) such sick leave days annually at the rate of one and one quarter (1 - 1/4) days per month. Unused sick leave shall be accumulated to 220 days. Regular part-time employees shall be entitled to sick leave in proportion to the time actually worked.

New employees shall be credited with five (5) days sick leave in advance, which shall be part of the fifteen (15) days that can be accumulated for the year.

Staff that need to take off a small portion of the school day (up to 1/4 of the school day) needs to submit a completed Sick Leave Form via the employee kiosk.

Rather than charge an employee with either a half or full day of sick leave when only a period or two is actually needed, the minimum charge-off will be 1/4 of a sick day. If a teacher needs to be absent 1 or 2 periods, the individual will need to request sick leave for 1/4 day; 3 or 4 periods is 1/2 sick day; 5 or 6 periods is 3/4 sick day; 7 or 8 periods is 1 full sick day.

Use of Sick Leave

Sick leave may be used for the following purposes and must have the approval of the Superintendent:

Sick leave may be used to cover personal illness, injury, pregnancy, exposure to contagious disease, which could be communicated to others, medical appointments, and illness or death in the immediate family. Teachers' immediate family for this policy shall include: spouse, children, father, mother, brother, sister, mother-in-law and father-in-law, grandparents, spouse's grandparents, grandchildren, relatives and dependents living in the household.

Verification of Sick Leave

An employee requesting use of sick leave shall furnish a written signed statement to justify the use of sick leave. The filing by an employee of any willfully false statement concerning the cause or duration of an absence shall be considered grounds for suspension or dismissal.

Eligibility for Sick Leave

Sick leave shall commence when the employee or agent, if the employee is sufficiently disabled, reports the absence. A sick leave day, once commenced, may be reinstated as a working day only with the approval of the Superintendent. Whatever the claims of disability, no day of absence shall be considered to be a sick day on which the employee engaged in or prepared for other gainful employment, has participated in a work stoppage, or has engaged in any activity, which would raise doubts regarding the validity of the sick leave request.

Certified

Record of Sick Leave

The personnel records of this District shall show the attendance of each employee, and such days as that employee may be absent shall be recorded with the reason for such absences noted. A record shall be made of unused sick leave days accumulated by each employee.

The Superintendent shall submit to the Board the names of those employees absent for non-compensable cause, whose claim for sick leave pay cannot be justified or whose time off has been prolonged.

Unused sick leave from previous employment at another Ohio educational institution may be transferred to the *New Riegel Local School District* with a letter from that institution's fiscal officer.

Retirement

Upon retirement, employees may be compensated a portion of their unused sick leave in accordance with Board policy (3415) and negotiated agreement on severance pay. (See Severance Pay Section under **SALARY AND BENEFITS.**)

Sick and Extended Leave for Pregnancy.

Teachers eligible under the Family Medical Leave Act ("FMLA") have the right to request up to 12 weeks of unpaid Family Medical Leave, consistent with the FMLA. The Board requires staff members to substitute (i.e., run concurrently) any of his/her earned or accrued paid leave (e.g., sick leave, personal leave) for unpaid FMLA. Substitution of sick leave is only available where sick leave is used consistent with the reasons for using sick leave set forth in this Agreement.

A teacher may use four (4) weeks of paid sick leave for the purpose of adoption.

A teacher requesting unpaid leave for maternity / paternity, or adoption shall have the right to such leave with thirty (30) days notice or as early as possible to the Superintendent of the proposed commencement of such leave. Such notification may be amended as circumstances warrant.

Such unpaid leave may be for up to one (1) year, at the teacher's option.

During such leave the teacher shall have the option to continue any/all benefits at the group rate, provided the appropriate payment is made to the Boards treasurer in a timely manner.

Upon returning from leave, the teacher will resume the contract status which he/she held prior to such leave and will return to the same or similar assignment held prior to such leave.

BEREAVEMENT LEAVE

A certified staff member shall be given three (3) days of bereavement leave for the death of an immediate family member. Teacher's immediate family members for this policy shall include: spouse,

Certified

children, father, mother, brother, sister, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, relatives and dependents living in the household. Bereavement leave will not be deducted from a teacher's sick leave balance.

A certified staff member shall be given one (1) day of bereavement leave to attend the funeral of an aunt, uncle, nephew, niece, brother-in-law, sister-in-law, or the spouse of their child or anyone who has virtually held the position of grandparent, grandchild, father-in-law, or mother-in-law. Bereavement leave will not be deducted from a teacher's sick leave balance.

Bereavement leave may be extended by using sick leave with approval of the Superintendent.

ANTICIPATED DISABILITY

An employee who anticipates disability shall notify the Superintendent as soon as the employee is under medical supervision for the condition and a date is projected for the anticipated disability.

The Board reserves the right to require any employee who requests an extended leave of absence that includes anticipated disability, to commence and/or terminate the leave at times that insure continuity in the educational program. Whenever possible, partial leaves of absence will begin and end at divisions in the academic calendar.

No person who is required to take leave at a time other than that requested will be denied the use of sick leave for the anticipated disability that occurs or is presumed to occur during the leave.

An employee who anticipates a disability may request a leave of absence to commence before disability and to extend beyond the period of disability. Any such request shall be subject to Board approval.

FAMILY & MEDICAL LEAVE ACT

The Board will provide leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). Eligible employees are entitled to up to twelve (12) work weeks of unpaid family and medical leave in any 12-month period; such leave can only be taken on the basis of a rolling year, i.e., the 12-month period begins with the first day of leave taken under FMLA (e.g., if the first day of leave taken is June 1, the 12-month period will end on May 30 of the following year).

The Board will continue to pay its share of the employee's health benefits during the leave. In addition, the Board will restore the employee to the same or a similar position after the termination of the leave in accordance with Board policy.

In complying with the FMLA, the Board will adhere to the requirements of applicable federal and state laws.

An employee who has worked for the District for at least twelve (12) months is eligible for twelve (12) work weeks of FMLA leave during a 12-month period provided the employee worked at least 1,250 hours in the twelve (12) months preceding the beginning of the leave.

Types of Leave

An eligible employee may take FMLA leave for:

Certified

1. The birth and first-year care of a child;
2. The adoption or foster placement of a child;
3. The serious illness of an employee's spouse, parent, or child; and
4. The employee's own serious health condition keeps the employee from performing the essential functions of his/her job.

An employee may elect, or the District may require, an employee to use personal, sick leave or vacation time concurrent with FMLA leave for purposes of a family leave. An employee cannot compel the District to permit the employee to use accrued medical/sick leave in any situation in which the leave could not be normally used.

Spouses Employed by the District

If a husband and wife eligible for leave are employed by the District, their combined amount of leave for birth, adoption, foster care placement, and parental illness may be limited to twelve (12) weeks. An employee may not take FMLA leave to care for a parent-in-law.

Intermittent and Reduced Leave

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

Reduced leave is a leave schedule that reduces the employee's usual number of hours per workday.

Intermittent or reduced leave is available only for the employee's own serious health condition or to care for a seriously ill spouse, child, or parent. Such leave may not be used for the birth or adoption/placement of a child.

The employee who wishes to use intermittent or reduced leave must have the prior approval of the District. Although the District and employee may agree to an intermittent or reduced leave plan, the employee who uses family leave is not automatically entitled to use such leave on an intermittent basis or on a reduced leave schedule.

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

The District will maintain the employee's health coverage under the District's group health insurance plan during the period of FMLA leave. The employee should make arrangements with the District to pay the employee's share of health insurance (e.g., family coverage) prior to the beginning of the FMLA leave.

The employee will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the leave period.

Certified

Employment benefits could include group life insurance, sick leave, annual leave, educational benefits, and pensions.

Notice

When the FMLA leave is foreseeable, the employee must notify the District of his request for leave at least thirty (30) days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the District's operations.

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

Certification

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

Upon the employee's return to work, the District will require that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

Restoration

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

Under certain circumstances, the District may deny restoration to a key employee. The District will comply with the notice requirements of the FMLA in denying restoration.

Instructional Employees

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

Limitations apply to instructional employees who take intermittent or reduced leave. If the leave requested:

Certified

1. Is to care for a family member; or
2. For the employee's own serious health condition; and
3. Is foreseeable based on planned medical treatment; and
4. The employee would be on leave for more than 20% of the total number of working days over the period the leave would extend; then the District may require the employee to choose either to:
 - a. Take the leave for a period or periods of a particular duration, not greater than the planned treatment; or
 - b. Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

Limitations also apply to instructional employees who take leave near the end of the semester. When an instructional employee begins leave more than five (5) weeks before the end of a semester, the District may require the employee to continue taking leave until the end of the semester if:

1. The leave will last at least three (3) weeks; and
2. The employee would return to work during the three-week period before the end of the semester.

When an employee begins leave for a purpose other than the employee's own serious health condition during the five-week period before the end of the semester, the District may require the employee to continue taking leave until the end of the semester if:

1. The leave will last more than two (2) weeks; and
2. The employee would return to work during the two-week period before the end of the semester.

When an instructional employee begins leave for a purpose other than the employer's own serious health condition during the three-week period before the end of a semester and the leave will last more than five (5) working days, the District may require the employee to continue taking leave until the end of the semester.

Failure to Return

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

MILITARY LEAVE

Any newly employed teacher placed on the salary guide shall be credited with one (1) year of District service for each year of military service to a maximum of five (5). *See Salary Schedules Section of Salary*

Certified

and Benefits and make all provisions consistent. Requests for military leave shall be made to the Superintendent at least four (4) weeks in advance of impending military service or as soon as circumstances permit.

For purposes of seniority and placement on the salary guide, years of absence in the service of the United States or the auxiliaries thereof shall be counted as though teaching services had been performed during that time.

Each employee must notify the Board of his intention to resume employment within ninety (90) days of his release or discharge, no less than thirty (30) days before the beginning of the semester and shall present to the Board evidence of an honorable discharge under honorable conditions.

Requests for military leave of absence shall be made to the Superintendent at least four (4) weeks in advance of absence. Requests may be made by those employees who are members of the Ohio Defense Corp., Ohio National Guard, Ohio Naval Militia, U.S. Army Reserve, U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Marine Corp.

Reserve or other organizations affiliated with the reserves or on an order by the Governor of Ohio. Any employee on such leave for more than thirty-one (31) days per year shall receive full compensation, less military pay, during the period of leave and shall accrue seniority status during the period of his leave.

Employees shall make every effort to schedule their period of training during the summer months when school is not in session. If the period of training occurs during a school session, the employee shall provide the Superintendent with the name of his supervisor in the reserves or the militia so that arrangements may be discussed to alter such service date.

In accordance with Ohio Revised Code, military leave of absence shall be granted to any regular contract teacher who shall be inducted, called to active duty, or who enlists or volunteers for military duty with any branch of the armed forces of the United States.

Any teacher whose contracted services in the *New Riegel Local School District* have been interrupted by active duty in the armed forces shall be reemployed in accordance with the provisions of the Ohio Revised Code.

The District reserves the right to modify, reduce or withdraw discretionary benefits conferred by this provision at any time.

PERSONAL LEAVE

See negotiated agreement

At the end of the school year, members who have unused personal leave have the option to: 1) roll over all unused personal leave days (including fractional days) to his/her sick leave accumulation; or 2) be paid one hundred and twenty five dollars (\$125) for each unused personal leave day (pro rata for partial days) and an additional \$125 if all three personal days aren't used. If a teacher does not file a written statement electing the first option (rollover to sick leave) with the Treasurer by May 31, the teacher shall be paid per option 2. The payment will be made in August.

Certified

Professional Improvement Leave

Conditions for which professional leave may be taken:

Eligibility

To be eligible for leave, an employee shall have rendered at least five (5) consecutive years service to this District.

Application

An application for professional improvement leave shall be made to the Superintendent by the end of March of the academic year of desired leave. The Board and the Superintendent shall review each application for leave and each applicant shall be interviewed.

Selection

Priority in selection shall be given to length of service in the District, value of the leave as a whole, soundness of the leave proposal and other extenuating circumstances. The Board shall make final selection.

No teacher shall be entitled to a second professional improvement leave when there are pending applications by those requesting a first such leave.

Period of Leave

A professional improvement leave may be taken for a period of one (1) school year only.

Commitment of Employee

Acceptance of professional improvement leave incurs a commitment by the employee to return to active duty in this District for twice the amount of time spent on approved leave unless rendered physically or mentally unable to do so. Teachers who have completed 25 years of teaching in Ohio are exempted from this provision.

Within ten (10) days of the employee's return to active duty, he/she shall file a written report of the leave with the Superintendent. This report shall provide evidence that the intent of the leave plan was fulfilled.

Should it be determined by the Board that the intent of the leave plan was not fulfilled or was only partially fulfilled, the Board may take action to financially penalize the employee.

In case the professional improvement leave program is interrupted by serious accident or illness, as properly verified by a qualified physician, such interruption shall not constitute a violation of the contract or prejudice the employee against receiving the rights and benefits provided for under the terms of the leave agreement, provided such interruption is not extended over a period of time that would cause the purposes of the leave to be abandoned. In the latter case, the leave and its benefits may be terminated. In all cases of serious injury or illness of an employee on professional improvement leave, the Superintendent shall be promptly notified by registered letter.

Commitment of Employer

Certified

Upon returning from leave, the teacher will resume the contract status that he/she held prior to such leave and will return to the same assignment held prior to such leave or to another professional assignment within the School System.

Time on professional improvement leave shall be counted as time on the job for the purpose of service credit on the salary schedule and for other purposes. Course credit obtained during professional improvement leave will be applied toward credit on the salary schedule.

Compensation

During the period of leave, employees shall receive no compensation. While on leave, employees shall be entitled to insurance benefits provided by their peers if they pay the premiums and the insurance carrier approves.

Professional Meetings

A professional meeting is defined as any meeting that is related to the activities, duties, or responsibilities of the Board employees as determined by the Superintendent. Teachers shall be excused from the performance of their duties and shall receive compensation during the days they are excused for attendance at the following professional meetings:

1. Conferences involving other personnel from the district, counties, state, region, or nation; and
2. Committees drawing personnel from such sources.

The following conditions must be met for an employee attending professional meetings:

1. All requests to attend professional meetings shall be made five (5) days in advance of the meeting for which approval to attend is sought. If payment of advanced registration is required, requests need to be submitted in a timely manner well before the registration deadline.
2. Determination of appropriateness and authority to grant permission for attendance at a meeting will rest with the Superintendent, except that permission to attend professional meetings outside the state of Ohio shall be submitted to the Board of Education for approval.
3. The Superintendent has the authority, when he considers the meeting to be of sufficient importance to request representation from the staff to attend a meeting.
4. The professional meeting to be attended must be related to the work of the employee.
5. The Board will provide for substitute personnel in the case of meeting attendance by classroom teachers.
6. A professional staff member may request permission to attend and/or participate in a meeting or convention where the member's particular expertise or contribution is

Certified

pertinent to the fostering of education's civic or public commitment. Under these conditions, there will be no reimbursement for expenses by the Board.

7. Anyone requesting to attend a professional meeting at personal expense shall submit a request and secure the approval of the Superintendent.
8. In-Service reports, to show professional growth, should be turned in for each conference, seminar, and college class attended except for the two (2) in-service days that are required. The Principal will keep a record of all faculty in-services that were attended. This is an excellent way to show professional growth.

UNCOMPENSATED LEAVE

The Board reserves the right to specify the conditions under which uncompensated leave may be taken.

Purpose

1. Study;
2. Public Service commitment; and
3. Restoration of Health.

Eligibility

Uncompensated leave may be granted to an employee who has completed at least five (5) years of service with the District to be considered for uncompensated leave.

Application

Requests for uncompensated leave shall be made to the Superintendent at least sixteen (16) weeks in advance of the desired date leave is to begin.

Special consideration will be given to emergencies, but in no case will leave be permitted to start any time except the start of the school year, or as may be required by the Family Medical Leave Act.

All applications are subject to final approval by the Board.

Period of Leave

An uncompensated leave may be granted for a period of up to one (1) school year. Extensions for one (1) year maximum shall be considered upon proper application as per Application section above. Renewal shall require clear evidence that the District's interests will not be adversely affected.

Commitment of Employee

A leave of absence shall be used essentially and primarily for the purposes stated by the employee in the application for which the leave is granted. Any alteration of plans for purposes by the employee without the written approval of the Superintendent shall be considered by the Board as a termination of the employee's contract by the employee.

Certified

Employees granted an uncompensated leave shall inform the Board within sixty (60) days of the scheduled return date as to their intentions. If the notification is not received, action shall be taken to terminate employment.

Upon return from leave for health reasons, employees will furnish a physician's certificate stating they are able to resume normal duties.

Commitment of Employer

At the expiration of the uncompensated leave, the employee shall be offered a position to that previously held, if available.

While on uncompensated leave, employees shall be entitled to insurance benefits provided to their peers if they pay the premiums and the insurance carrier approves. The employee will bear the sole responsibility for the purchase of STRS credit during uncompensated leave.

ASSAULT LEAVE

An employee who suffers physical disability as a result of an assault which occurs in the course of employment in the District and which is clearly unprovoked shall be maintained on full pay during the resulting absence from assigned duties; and, further, such leave shall not be charged to the sick leave entitlement of the employee.

In order to be entitled for assault leave, an employee shall:

1. Complete a signed report on forms approved by the district and submit to the Superintendent within three (3) workdays of the alleged assault.
2. If medical attention is required, submit a certificate from a licensed physician stating the nature of the disability and its probable duration.

Upon receipt of these documents, the Superintendent shall review the materials and decide within five (5) workdays whether to grant the request. The Superintendent may conduct such investigations and interviews as he/she deems necessary to verify the authenticity and severity of the assault. Each request approved by the Superintendent shall be reported to the Board at its next meeting.

Requests denied by the Superintendent may be appealed to the Board or a committee thereof within five (5) workdays of the denial. The Board shall decide within ten (10) workdays of receipt of the appeal whether or not to concur in the decision of the Superintendent.

The decision of the Board shall be final.

Payment for assault leave shall be at the employee's rate of pay in effect at the time of the assault or at such increased rate for which the employee may become eligible. Salary hereunder shall be mitigated by any compensation the employee may receive from any other source.

Any employee who falsifies a claim for assault shall be disciplined by suspension or termination of employment. The Superintendent may require a physician's statement justifying the continuation of the assault leave at any time during the leave. However, under no circumstances will any assault leave exceed a period of six (6) months.

Certified

UNREQUESTED LEAVES OF ABSENCE

The Board reserves the right to place an employee on unrequested leave of absence for physical or mental disability that causes the employee to be unable to perform essential functions of his/her position with or without reasonable accommodations.

If an employee's fitness for duty is questioned, the Superintendent may direct the employee to submit to a medical examination to determine ability to perform the essential functions of the position, and/or to determine effective accommodations to enable the person to perform essential job functions. The Superintendent will then offer the employee an opportunity to meet prior to making a recommendation to the Board.

In the case of a teacher who, in the opinion of the Superintendent, is unfit to teach in this District by reason of physical or mental condition, the teacher will be offered the opportunity for a hearing which shall be conducted in accordance with law governing termination hearings.

If an employee fails to overcome the Superintendent's recommendation or fails to request an appearance before the Board within the time allowed, the Board shall order the employee to submit to an appropriate examination by both a physician designated and compensated by the Board and a physician designated by the employee.

Where the physician designated by the Board disagrees with the physician designated by the employee, the two physicians shall agree, in good faith, on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to perform essential functions. The expense of a third examination shall be borne by both parties.

After this meeting, the Superintendent may recommend to the Board that the employee be placed on unrequested leave of absence. Such leave will not exceed two (2) years, unless otherwise specified by law.

All information obtained from an employee medical exam and inquiries is confidential, and shall be maintained and used consistent with law.

POLICY FOR ADMINISTRATION OF PRESCRIBED DRUGS BY EMPLOYEES

As used in this section:

1. "Drug" means a drug, as defined in section 4729.01 of the Revised Code that is to be administered pursuant to the instructions of the prescriber, whether or not required by law to be sold only upon a prescription.
2. "Federal law" means the "Individuals with Disabilities Education Act of 1997," 111 Stat. 37, 20 U.S.C. 1400, as amended.
3. "Prescriber" has the same meaning as in section 4729.01 of the Revised Code.

The Board of Education shall not be responsible for the diagnosis and treatment of student illness. The administration of prescribed medication and/or medically-prescribed treatments to a student during

Certified

school hours will be permitted only when failure to do so would jeopardize the health of the student, the student would not be able to attend school if the medication or treatment were not made available during school hours, or if the child is disabled and requires medication to benefit from his/her educational program.

For purposes of this policy, "medication" shall include all medicines including those prescribed by a licensed health professional authorized to prescribe drugs and any non-prescribed (over-the-counter) drugs, preparations, and/or remedies. "Treatment" refers both to the manner in which a medication is administered and to health-care procedures which require special training, such as catheterization.

Before any prescribed medication or treatment may be administered to any student during school hours, the Board shall require the written prescription from a licensed health professional authorized to prescribe drugs accompanied by the written authorization of the parent (see [Form 5330 F1](#)). Before any non-prescribed medication or treatment may be administered, the Board shall require the prior written consent of the parent along with a waiver of any liability of the District for the administration of the medication (see Form 5330 F1a and [Form 5330 F1b](#)). These documents shall be kept in the office of the principal, and made available to the persons designated by this policy as authorized to administer medication or treatment. No student is allowed to provide or sell any type of over-the-counter medication to another student. Violations of this rule will be considered violations of Policy [5530](#) - Drug Prevention and of the Student Code of Conduct/Discipline Code.

Only medication in its original container; labeled with the date, if a prescription; the student's name; and exact dosage will be administered. The Superintendent shall determine a location in each building where the medications to be administered under this policy shall be stored, which shall be a locked storage place, unless the medications require refrigeration in which case they shall be stored in a refrigerator not commonly used by students. Parents, or students authorized in writing by a licensed health professional authorized to prescribe drugs and parents, may administer medication or treatment.

However, students shall be permitted to carry and use, as necessary, an asthma inhaler, provided the student has prior written permission from his/her parent and physician and has submitted [Form 5330 F3](#), Authorization for the Possession and Use of Asthma Inhalers/Other Emergency Medication(s), to the principal and any school nurse assigned to the building.

Additionally, students shall be permitted to carry and use, as necessary, an epinephrine auto injector to treat anaphylaxis, provided the student has prior written approval from the prescriber of the medication and his/her parent/guardian, if the student is a minor, and has submitted written approval ([Form 5330 F4](#), Authorization for the Possession and Use of Epinephrine Auto Injector (epipen)) to the principal and any school nurse assigned to the building. The parent/guardian or the student shall provide a backup dose of the medication to the principal or school nurse. This permission shall extend to any activity, event, or program sponsored by the school or in which the school participates. In the event epinephrine is administered by the student or a school employee at school or at any of the covered events, a school employee shall immediately request assistance from an emergency medical service provider (911).

The following staff are designated as being authorized to administer medication and treatment to students:

1. school nurse
2. building secretary
3. employees who have received proper training from the school nurse
4. others as designated by student's IEP and/or 504 plan

Certified

Additionally the Board shall permit the administration by a licensed nurse or other authorized staff member of any medication requiring intravenous or intramuscular injection or the insertion of a device into the body when both the medication and the procedure are prescribed by a licensed health professional authorized to prescribe drugs and the nurse/staff member has completed any and all necessary training.

Students who may require administration of an emergency medication may have such medication in their possession upon written authorization of their parent(s) or, such medication, upon being identified as aforementioned, may be stored in the principal's office and administered in accord with this policy.

All dental disease prevention programs, sponsored by the Ohio Department of Health and administered by school employees, parents, volunteers, employees of local health districts, or employees of the Ohio Department of Health, which utilize prescription drugs for the prevention of dental disease and which are conducted in accordance with the rules and regulations of the Ohio Department of Health are exempt from all requirements of this policy.

Nothing in this section affects the application of section 2305.23, 2305.23 1 [2305.23.1], or 3313.712 [3313.71.2] of the Revised Code to the administration of emergency care or treatment to a student.

ACCEPTABLE USE POLICY (AUP) FOR THE INTERNET

New Riegel School is pleased to make available to all employees access to interconnected computer systems within the District and to the Internet, the worldwide network that provides various means of accessing significant educational materials and opportunities.

In order for New Riegel School to be able to continue to make its computer network and Internet access available, all employees must take responsibility for the appropriate and lawful use of this access. All employees must understand that one individual's misuse of the network and Internet access may jeopardize the ability of all to enjoy such access. All employees must cooperate in exercising and promoting responsible use of this access.

Upon reviewing this Policy and signing and returning the accompanying Agreement, certified employees will be given access to the network and Internet access at work and will agree to follow the Policy.

Listed below are the provisions of the Policy regarding computer network and Internet use. If employees have any questions about these provisions, they should contact the school's Computer Technologist. If any user violates this Policy and the signed Agreement, the individual's access will be denied, if not already provided, or withdrawn and the individual may be subject to additional disciplinary action.

Personal Responsibility

The employee agrees not only to follow the rules set forth in this Policy but also to report any misuse of the network to the person designated by the Board for such reporting. Misuse means any violations of this Policy or any other use that is not included in the Policy but has the effect of harming another or his/her property.

Term of the Permitted Use

As part of the educational process we understand that New Riegel certified employees should have

access to educational material and by agreeing to this Policy, the employee will be granted that access.

Purpose and Use

1. New Riegel Local School District is providing access to its computer network and the Internet for only educational purposes. If employees have any doubt about whether a contemplated activity is educational, they may consult with the Educational Technologist or the person(s) supervising the activity to help decide if a use is appropriate. No web browsing software, which bypasses the filtering system, can be installed on computers used or located within the school property.
2. Netiquette - All users must abide by rules of network etiquette, which include:
 - a. *Use of appropriate language.* No swearing, vulgarities, or suggestive, obscene, belligerent, or threatening language is permissible nor language that is offensive to others or that makes reference to ethnic or sexual preferences in gender-related slurs or jokes.
 - b. *Safety and security.* In using the computer network and Internet, certified employees shall not reveal personal information such as home address and telephone number.
 - c. *Uses that violate the law or encourage others to violate the law.* Certified employees shall not transmit offensive or harassing messages: offer for sale or use any substance the possession at use at which prohibited by Board Policy; view, transmit, download pornographic materials or materials that encourage others to violate the law; intrude into the networks or computers of others; or download or transmit confidential trade secret information or copyrighted materials. Even if materials are not marked with the copyright symbol, the employee shall assume that all materials are protected unless there is explicit permission on the materials to use them.
 - d. *Uses that cause harm to others or damage to their property.* Employees shall not engage in defamation (harming another's reputation by lies); employ another's password or some other user identifier that misleads message recipients into believing that someone other than the employees is communicating or otherwise using their access to the network or the Internet; upload "worms viruses," "trojan horses," "time bombs," "chain letters," or other harmful programming or vandalism. Employees also shall not disclose or share passwords with others or impersonate others.
 - e. *Uses that access controversial or offensive materials.* It is understood that access is designed for educational purposes, and precautions have been taken to eliminate controversial material. However, it is also recognized that it is impossible to restrict access to all controversial materials, and all users must take responsibility for their use of the computer network and Internet and stay away from these sites.

Certified

- f. *Uses that are prohibited:* commercial transactions, product advertisement, or political lobbying, uses constituting political activity, uses on behalf of any other entity, association or group, without the prior consent of the Superintendent, and uses that may be against the interests of the district, its students, administrators, employees, or the Board of Education.

Electronic transfer and storage of information is provided as a tool for the employee's education. The Board reserves the right to monitor, inspect, copy, review, and store at any time and without prior notice any and all usage of the computer network and Internet access and any and all information transmitted or received in connection with such usage. All such information files shall be and remain the property of the Board and no user shall have any expectation of privacy regarding such materials.

Failure to Follow Policy and Breach of Agreement

The use of the **computer network and Internet** is a privilege not a right. Users who violate this Policy and breach their Agreements shall, at a minimum, have their access to the computer network and Internet terminated, which the Board may refuse to reinstate for the remainder of the users' tenure in the New Riegel Schools. Users breach their agreements not only by affirmatively violating the above Policy but also by failing to report any violations by other users that come to the attention of the users. Further, users violate this Policy if they permit another to use their accounts or passwords to access the computer network and Internet. Including any users whose access has been denied or terminated. The Board may take other disciplinary action.

Warranties/Indemnification

The Board makes no warranties of any kind, either expressed or implied, in connection with its provision of access to and use of its computer network and the Internet provided under this Policy. It shall not be responsible for any claims, losses, damages, or costs (including attorney's fees) of any kind suffered, directly or indirectly, by any users arising out of their use of computer networks or the Internet under this Policy. By agreeing to this Policy, users are taking full responsibility for their use, and agreeing to indemnify and hold the School District, the Northern Ohio Educational Computer Association (NOECA) that provides computer and Internet access opportunity to the New Riegel Local School District, and all of their administrators and staff harmless from any and all loss, costs, claims, or damages resulting from the users' access to computer network and the Internet, including but not limited to fees or charges incurred through purchases of goods or services by the users. Users agree to cooperate with the Board in the event of the Board initiating an investigation of users' use of their access to its computer network and the Internet, whether that use is on a School computer or on another's outside the School's network.

Updates

Users may be asked from time to time to provide new or additional registration information or to sign a new Agreement, for example to reflect developments in the law or technology.

COPYRIGHT

Certified

The Board conforms to existing United States copyright laws and maintains the highest ethical standards in the use of copyrighted materials for instructional purposes.

The Board encourages its staff to enrich the learning programs by making proper use of supplementary materials. It is the responsibility of the staff to abide by the copying procedures and obey the requirements of the law. Under no circumstances may employees of New Riegel Local School District violate copyright requirements in order to perform their duties properly. The Board is not responsible for any violations of the Copyright Act by its employees.

Guidelines for use of Copyrighted Materials

Fair Use

The fair use of copyrighted work for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship or research, is not an infringement of copyright. In determining whether the use made of a work in a particular case is a fair use, the factors to be considered shall include:

1. The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
2. The nature of copyrighted work;
3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
4. The effect of the use upon the potential market for or value of the copyrighted work.

Single Copying for Teacher

A single copy may be made of any of the following by or for teachers at their request for their scholarly research or use in teaching or preparation to teach a class:

1. A chapter from a book;
2. An article from a periodical or newspaper;
3. A short story, short essay or short poem, whether or not from collective work; or
4. A chart, graph, diagram, cartoon, or picture from a book, periodical or newspaper.

Multiple Copies for Classroom Use

Multiple copies (not to exceed more than one copy per student in course) may be made by or for the teacher giving the course for classroom use or discussion, provided that the copying meets the test of brevity and spontaneity as defined below, it meets the cumulative effect test as defined below, and each copy includes a notice of copyright.

1. Brevity
2. Poetry: (a) A complete poem if fewer than 250 words and if printed on not more than two pages or (b) from a longer poem, an excerpt of not more than 250 words.

Certified

Prose: (b) Either a complete article, story, or essay of fewer than 2500 words or (b) an excerpt from any prose work of not more than 1000 words or ten percent of the work, whichever is less, but in any event a minimum of 500 words.

(Each of the numerical limits stated in “poetry” and “prose” above may be expanded to permit the completion of an unfinished line of a poem or of an unfinished prose paragraph.)

Illustration: One chart, diagram, drawing, graph, cartoon, or picture per book or per periodical issue.

“Special” works: Certain works in poetry, prose, or in “poetic prose” which often combine language with illustrations and which are intended sometimes for children and at other times for a more general audience often fall short of 2500 words in their entirety.

Paragraph 2 above (Prose) notwithstanding, such special works may not be reproduced in their entirety: however, an excerpt comprising not more than two of the published pages of such special work containing not more than ten percent of the words found in the text thereof may be reproduced.

3. Spontaneity

The copying is at the instance and inspiration of the individual teacher, and the inspiration and decision to use the work and moment of its use of maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission to use the work.

4. Cumulative Effect

The copying of the material is for only one course in the school in which copies are made.

Not more than one short poem, article, story, essay, or two excerpts have been copied from the same author or more than three from the same collective work or periodical volume during class term.

(The limitations stated in the last two paragraphs above shall not apply to current news periodicals and newspapers and current news sections of other periodicals.)

Prohibitions as to single copying for teachers and multiple copies for classroom use as stated above are applicable.

Prohibited

Notwithstanding any of the above, the following shall be prohibited:

1. Copying shall not be used to create or to replace or substitute anthologies, compilations, or collective works. Such replacement substitution may occur whether copies of various works or excerpts there from are accumulated or reproduced and used separately.

Certified

2. There shall be no copying of or from works intended to be “consumable” in the course of study or of teaching. These include workbooks, exercises, standardized tests and test booklets, answer sheets, and similar consumable material.
3. Copying shall not substitute for the purchase of books, publisher’s reprints, or periodicals: be directed by higher authority: or be repeated with respect to the same item by the same teacher from term to term.
4. No charge shall be made to the student beyond the actual cost of the photocopying.

Guidelines for Educational Uses of Music

1. Permissible Uses
 - a. Emergency copying may be done to replace purchased copies which, for any reason, are not available for an imminent performance, provided purchased replacement copies shall be substituted in due course.
 - b. For academic purposes other than performance, single or multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section, movement, or aria, but in no case more than ten percent of the work. The number of copies shall not exceed one copy per student.
 - c. Printed copies that have been purchased may be edited or simplified provided that the fundamental character of the work is not distorted or that lyrics, if any, are not altered or added.
 - d. A single copy of recordings of performances by students may be retained by the educational institution or individual teacher.
 - e. A single copy of a sound recording (such as a tape, disc, or cassette) of copyrighted music may be made from sound recordings owned by an educational institution or an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the institution or the teacher. (This pertains only to the copyright of the music itself and not to any copyright that may exist in the sound recording)
2. Prohibitions
 - a. Copying to create or replace or substitute for anthologies, compilations, or collective works;
 - b. Copying of or from works intended to be “consumable” in the course of study or of teaching such as workbooks exercises, standardized tests, answer sheets, and similar materials;
 - c. Copying for the purpose of performance, except as in 1 a above;
 - d. Copying for the purpose of substituting for the purchase of music, except as in 1

a and 1 b above;

- e. Copying without inclusion of the copyright notice appearing on the printed copy.

Authorized Reproduction and Use of Copyrighted Audio-Visual Material

1. Before reproducing small portions of sound recordings, filmstrips slide sets, transparencies, or motion pictures or videotaping commercial television broadcasts, personnel shall consult with the Principal to determine whether the proposed action complies with the "Fair Use" principles of the Copyright Law.
2. School recordings may be made of certain instructional television programs telecast by the local Public Broadcasting Systems educational television station. Before recording the telecast, the following conditions shall be satisfied:
 - a. The monthly list of programs not licensed for recording shall be consulted. Any program listed shall not be recorded.
 - b. Recordings may be used in classroom or instructional settings as an educational activity or at a PTA meeting, Board of Education meeting or similar activity.
 - c. Recordings shall be used only in the facilities of the District and shall not be loaned or made available outside of those facilities.
 - d. Recordings made from those evening programs, which may be copied, shall be retained for no more than seven days following the telecast unless an extension is received in writing in advance. Daytime telecasts may be recorded and retained permanently unless otherwise notified.

Authorized Reproduction and Use of Copyrighted Materials in the Library

1. A library may make a single copy of an unpublished work in order to replace it because it is damaged, deteriorated, lost, or stolen provided that an unused replacement cannot be obtained at a fair price.
2. A library may provide a single copy of copyrighted material at cost to a student or staff member. The copy must be limited to one article of a periodical issue or a small part of other material, unless the library finds that the copyrighted work cannot be obtained elsewhere at a fair price. In the latter circumstances, the entire work may be copied. The copy shall contain the notice of copyright and the student or staff member shall be notified that the copy is to be used only for private study, scholarship, or research. Any other use subjects the person to liability for copyright infringement.
3. At the request of the teacher, copies may be made for reserve use. The same limits apply as for single or multiple copies designated above.

Certified

Copying Limitations

1. Circumstances arise when personnel are uncertain whether or not copying is prohibited. In those circumstances, the Superintendent shall be contacted.
2. The following prohibitions have been expressly stated in Federal guidelines:
 - a. Reproduction of copyrighted material shall not be used to create or substitute for anthologies, compilations, or collective works.
 - b. Unless expressly permitted by agreement with the publisher and authorized by District action, there shall be no copying from copyrighted consumable materials such as workbooks, exercises, test booklets, answer sheets, or similar materials.

Personnel shall not:

- a. use copies to substitute for the purchase of books, periodicals, music
- b. recordings, or other copyrighted material, except as permitted by District procedure;
- c. copy or use the same items from term to term without the copyright owner's permission;
- d. copy or use more than nine instances of multiple copying of protected material in any one term;
- e. copy or use more than one short work or two excerpts from works of the same author in any one term; or
- f. copy or use protected materials without including a notice of copyright. The following shall be a satisfactory notice:

NOTICE: THIS MATERIAL MAY BE PROTECTED BY COPYRIGHT LAW

3. Personnel shall not reproduce or use copyrighted material at the direction of a District Administrator without permission of the copyright owner.

Computer Software Copyright

The Board recognizes that computer software piracy is a major problem for the industry and that violations of copyright laws contribute to higher costs and lessens incentives for publishers to develop effective educational software. Therefore, in an effort to discourage software piracy and to prevent such illegal activity, the District will take the following steps:

1. The ethical and practical implications of software copyright violations and software piracy will be taught to all employees.
2. Employees and students will be informed that they are expected to adhere to section

117 of the 1976 Copyright Act and all subsequent amendments governing the use of software. The Act does, however, allow for the making of a back-up copy of computer programs: it is not an infringement of the owner of a copy of computer programs to make or authorize the making of the copy or adaptation of that computer program provided.

- a. That such a new copy or adaptation is created as an essential step in the utilization of the computer program in conjunction with the machine and that it is used in no other manner, or
- b. That such new copy or adaptation is for archival purposes only and that all archival copies are destroyed in the event that continued possession of the computer program should cease to be rightful.

The following computer software may also be copied by or at the individual request of a staff member for classroom use:

1. In-house production
2. Works that are not copyrighted or works in the public domain.

Wherever possible, efforts will be made to secure software from being duplicated from floppy disks, hard drives, or network systems.

3. The following shall be prohibited:
 - a. Copying copyrighted programs on Board's equipment;
 - b. Making or using illegal copies of copyrighted program on Board's equipment,
 - c. Purchasing programs designed primarily as "break and entry" tools with Board, state, or federal funds;
 - d. Booting single copies of copyrighted programs into more than one machine without authorization from the copyright holder; and
 - e. Using "archival" copies of software as additional copies.
4. No employees of the District will surreptitiously or illegally access any database or electronic bulletin board nor will they encourage or allow any student to do so.
5. Illegal copies of copyrighted software shall not be made or used by Board equipment.
6. New Riegel administrators shall be designated as the only individuals who may sign license agreements for educational software used on the Board's computers.
7. Documentation of licenses for software used on New Riegel Local School District's computer will be located at the site where the software is being used.

Certified

The Internet and the World Wide Web

Copyright issues in regard to the Internet and the World Wide Web are, in the main, untested. Several points regarding the Board copyright policy, however, can be made:

1. The following components of a web page are protected under copyright law:
 - a. Content
 - b. Design (except where Fair Use may apply), and
 - c. Link lists if original thought has been put into creating the list.

2. The following may be used in the creation of web pages without copyright violation:
 - a. Original material,
 - b. Material licensed for use from the copyright owner,
 - c. Material from the Public Domain, and
 - d. Material for which an argument of Fair Use can be made.

At this time, insufficient legal precedent has been set to determine if permission must be gained in order to link one's web page to someone else's page. Internet etiquette, however, indicates that other web sites be told if one plans to link to them and that links to other sites be removed if those sites object.

SPECIAL PROGRAMS/SERVICES

Specialized Education Service

By cooperative arrangements with other school districts in Seneca County, the school is able to provide for the needs of those children who have hearing impairments, learning disabilities, or who are developmentally disabled. The school, by mandated due process procedure, works with parents in developing suitable programs. Appropriate programs could include, but are not limited to, full-time or part-time special class placement or a special tutoring program.

Speech and Hearing Therapy

Each year the speech therapist screens children in Grades 1 and 2 and those in 3 to 7 who were in speech the previous year. Also screened are children referred by either teachers or parents. The due-process procedure is followed and this permits the school and the parents to work together to provide for the child's individual needs. Students in speech therapy usually have classes twice a week for 30 minutes a class

Vision-Hearing Screening

A newly established program permits more in-depth vision screening than has been carried out in the past. Children are screened at one time or another during their grade school years for muscle balance, color discrimination, near and far distance acuity, and of the vision areas. The major portion of the screening program is conducted by parent volunteers.

TESTING PROGRAM

The following schedule will be followed for testing programs:

Kindergarten	Kindergarten Readiness Assessment (K.R.A.) (fall) Northwest Evaluation Association (N.W.E.A.) Reading in Math (fall, winter, spring) Summative Assessments of Priority Standards for Core Subjects (quarterly)
Grade 1	Northwest Evaluation Association (N.W.E.A.) Reading in Math (fall, winter, spring) Summative Assessments of Priority Standards for Core Subjects (quarterly)
Grade 2	Cognitive Abilities Test (C.O.G.A.T.) - Gifted (winter) Northwest Evaluation Association (N.W.E.A.) Reading in Math (fall, winter, spring) Summative Assessments of Priority Standards for Core Subjects (quarterly)
Grade 3	Ohio State Test (O.S.T) Achievement in Language Arts and Math (fall, spring) Northwest Evaluation Association (N.W.E.A.) Reading in Math (fall, winter, spring) Summative Assessments of Priority Standards for Core Subjects (quarterly)
Grade 4	Ohio State Test (O.S.T) Achievement in Language Arts and Math (spring) Northwest Evaluation Association (N.W.E.A.) Reading in Math (fall, winter, spring) Summative Assessments of Priority Standards for Core Subjects (quarterly)
Grade 5	Cognitive Abilities Test (C.O.G.A.T.) - Gifted (winter) Ohio State Test (O.S.T) Achievement in Language Arts, Math, Science (spring) Northwest Evaluation Association (N.W.E.A.) Reading in Math (fall, winter, spring) Summative Assessments of Priority Standards for Core Subjects (quarterly)
Grade 6	Ohio State Test (O.S.T) Achievement in Language Arts and Math (spring) Northwest Evaluation Association (N.W.E.A.) Reading in Math (fall, winter, spring)
Grade 7	Ohio State Test (O.S.T) Achievement in Language Arts and Math (spring)
Grade 8	Ohio State Test (O.S.T) Achievement in Language Arts and Math (spring)
Grades 9-12	End of Course Exams (spring)

Results are routinely shared with parents. The counselor and Principal can answer questions about the results.

HIGH SCHOOL BELL SCHEDULE

7:45	Students may enter the building
7:50	5 minute warning bell
7:55	Classes begin
7:55- 8:39	Period 1
8:42 - 9:26	Period 2
9: 29 - 10:13	Period 3
10:16 – 11:00	Period 4
11:03 - 11:33	Period 5A

ACKNOWLEDGEMENT

*I hereby acknowledge receipt of a copy of the **New Riegel Local School District, Certified Employee Personnel Handbook**. I understand that the purpose of this Manual is to provide employees of the District with general information regarding the policies and procedures the District attempts to follow in daily operations. I also understand that the District must be flexible in the administration of its policies and procedures, and thereby reserves the right to modify or revise them without notice, when determined that such action is appropriate or necessary.*

I will read this Employee Handbook carefully and keep it as a handy source of information and reference.

Certified

I recognize and understand that neither this Manual, nor any provision of this Manual, is an employment contract or any other type of contract, but instead, serves as information only.

Print Name: _____

Employee Signature: _____

Date: _____

cc: Personnel file

Employee