

# REYNOLDSBURG CITY SCHOOL DISTRICT STAFF HANDBOOK

Updated 1.11.2018

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## **Introduction**

The Employee Handbook is intended to provide information regarding personnel policies, practices, and accompanying procedures currently in effect for the Reynoldsburg City School District. It is meant to serve as a guide for the employer/employee relationship.

This Handbook is designed to familiarize employees with information and policies that pertain to them and provide general guidelines on work rules, disciplinary procedures, and other issues related to employment within the Reynoldsburg City School District.

This Handbook and any other provisions contained herein do not constitute a guarantee of employment or an employment contract, expressed or implied. This Handbook is intended solely to describe the present policies and working conditions of the Reynoldsburg City School District. It is not the intent of this Handbook to include every conceivable situation regarding policies; it is only meant as a guideline.

The policies and accompanying procedures may be changed or eliminated altogether at any time the Board determines is necessary. Employees are responsible for familiarizing themselves with any such changes.

Select subjects described in this handbook are covered in further detail within the negotiated agreement between the Reynoldsburg City School District Board of Education and the Reynoldsburg Education Association and Support Association OEA/NEA. This Handbook is not intended to replace any negotiated collective bargaining agreements. Employees should refer to the negotiated agreements for specific information.

All employees have a responsibility to familiarize themselves with, and to abide by, the law of the State of Ohio and the negotiated agreement, the policies of the Board, and the administrative regulations designed to implement them.

## **Belief**

The Reynoldsburg City School District is committed to the belief that every child can achieve at high levels. Our academic programs are rigorous and highly personalized, using blended learning to meet the individual needs of every student. Our aim is for every student to graduate with a two-year college degree, career credentials, and/or significant progress toward their individual post-secondary goals.

Because the youth of Reynoldsburg are the main focus of the educational system in the Reynoldsburg City School District, the Board believes that the student must be the focus of all school programs. Further, the Board believes that the decisions that direct all educational programs must be established with student needs in mind while providing a basis for the daily operation of the schools.

Reynoldsburg teachers and staff go above and beyond for students and their families. Staff members stay on top of educational innovations, attracting educators from across Ohio to Reynoldsburg to see what's happening in our classrooms. Reynoldsburg employees are passionate about education and focus on every student's success.

The Reynoldsburg community values education and has invested substantially in the future of its children. The Reynoldsburg City School District is committed to careful stewardship of local, state, and federal dollars we receive for our children's education. Our district offers high quality educational programming and gets results as good as or better than most comparable school districts in the state of Ohio.

## **Employment Policies**

### **Employee Classification**

*Certified Staff:* The term "teacher" refers to certificated teaching employees of the District, including all full-time classroom teachers, regular part-time classroom teachers, tutors, long-term substitutes, and nurses. Long-term substitutes are teachers who work sixty or more consecutive days in the same position.

*Support Staff:* All employees holding positions in the following classification series: custodial, maintenance, paraprofessionals, aides, transportation, mechanics, food service, building administrative secretaries, security, and groundskeepers. Refer to the negotiated agreement to view the exclusions of support staff classification.

### **Equal Employment Opportunity**

The Reynoldsburg City Schools District provides equal opportunities for employment, retention, and advancement of all personnel.

The Board encourages all personnel to assist in the accomplishment of this goal through their personal commitment to the concept of equal opportunity for all personnel regardless of race,

color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law.

## **Nondiscrimination**

The nondiscrimination policy extends to students, staff, job applicants, the general public, and individuals with whom it does business. It applies to race, color, national origin, ancestry, citizenship status, religion, sex, age, disability, or military status.

The Board does not discriminate on the basis of legally acquired genetic information, and does not permit discriminatory practices. The Board views harassment as a form of discrimination.

Employees who engage in discrimination of another employee or student will be subject to disciplinary action. Permission, consent, or assumption of risk by an individual subjected to discrimination does not lessen the prohibition contained in this policy.

No one will retaliate against an employee or student because he/she files a grievance; assists or participates in an investigation, proceeding, or hearing regarding the charge of discrimination of an individual; or because he/she has opposed language or conduct that violates this policy.

## **Nondiscrimination on the Basis of Sex:**

The U.S. Department of Education has published regulations for implementing Title IX of the Education Amendments of 1972, which prohibits sex discrimination in federally assisted education programs.

The Board ensures compliance with Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, and the regulations promulgated through the U.S. Department of Education.

## **Americans with Disabilities Act**

The Reynoldsburg City School District is committed to complying fully with the ***Americans with Disabilities Act*** (ADA), and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the bona fide occupational qualifications.

Reasonable accommodation is available to all disabled employees, whether or not their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation), as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

Reynoldsburg City School District is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. Reynoldsburg City School District will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive, nor exclusive. Reynoldsburg City School District is committed to taking all over actions necessary to ensure equal employment opportunity for persons with disabilities, in accordance with the ADA and all other applicable federal, state, and local laws.

### **Immigration Law Compliance**

Reynoldsburg City School District is committed to employing only United States citizens and aliens who are authorized to work in the United States, and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the *Immigration Reform and Control Act of 1986*, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Reynoldsburg City School District within the past three years, or if their previous I-9 is no longer retained or valid.

Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### **Criminal Record Check**

The Board will request from the Superintendent of the Bureau of Criminal Identification and Investigation (BCII) criminal records checks of all candidates under final consideration for employment or appointment in the District. The BCII Criminal records checks include information from the Federal Bureau of Investigation (FBI).

The Board may employ persons on the condition that candidates submits to and pass BCII criminal records checks in accordance with State law. Any person conditionally hired who fails to pass a BCII criminal records check is released from employment. Applicants are given a separate written statement informing them that the Board uses a criminal record check as part of the initial hiring process and at various times during the employment career. This notice must be on a separate document which only contains this notice. The applicant's written authorization to obtain the criminal records check will be obtained prior to obtaining the criminal records check.

Prior to taking an adverse action against an applicant or employee based in whole or in part on a criminal records check, the applicant or employee is given a written pre-adverse action disclosure statement which includes a copy of the criminal records check and the Federal Trade Commission's notice titled "***A Summary of Your Rights Under the Fair Credit Reporting Act.***"

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

An applicant for employment may provide a certified copy of a BCII criminal records check to the District in compliance with State law. The District may accept this criminal records check in place of its own records check if the date of acceptance by the District is within one year after the date of issuance by the BCII.

State law requires subsequent criminal records checks every five years for all school employees, except bus drivers. For currently employed bus drivers, a new report is required every six years.

Any and all information obtained by the Board or persons under this policy is confidential and will not be released or disseminated. Criminal records checks are not public records for purposes of the Public Records Law. Any applicant not hired because of information received from the records check will be assured that all records pertaining to such information are destroyed.

### **Certification/Licensure**

Employees working in positions for which a certificate/license is required must provide a valid certificate/license to the Department of Human Resources. It is the employee's responsibility to

maintain proper certification/licensure and to initiate the renewal process in sufficient time to receive the updated certificate/license prior to the expiration of the present certificate/license.

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

### **Local Professional Development Committee Licensure Renewal**

The purpose of the LPDC is to review and approve the course work and other professional development activities proposed and completed by administrators and educators employed by the District. The LPDC also determines if the requirements for the renewal of certificates or licenses under *Ohio's Teacher Education and Licensure Standards* have been met.

### **Access to Personnel Files**

A current employee who wishes to review the allowable contents of his or her own personnel file should contact the Reynoldsburg City Schools District's Department of Human Resources with 48 hours' notice.

Personnel files must be reviewed in the presence of a staff person from the Department of Human Resources. No part of the personnel file may be removed from the office by the employee.

Photocopies of the file, or portions of the file, may be requested by the employee. Within reason, the Department of Human Resources staff person will provide photocopies. Staff members are permitted up to one copy of their personnel file per year, upon request by the staff member. Only Department of Human Resources staff or other approved staff will be allowed to copy any portion of a personnel file.

### **Workplace Conduct**

The Board expects staff members to conduct themselves in a manner which not only reflects credit to the District, but also presents a model worthy of emulation by students. Unless otherwise permitted by law, staff members are not permitted to bring a deadly weapon or dangerous ordnance into a school safety zone.



All staff members are expected to carry out their assigned responsibilities. Essential to the success of ongoing operations and the instructional program are the following specific responsibilities which are required of all personnel:

1. Faithfulness and promptness in attendance at work;
2. Support and enforcement of policies of the Board and regulations of the administration;
3. Diligence in submitting required reports promptly at the times specified;
4. Care and protection of District property; and
5. Concern and attention toward their own, and the District's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

### **Licensure Code of Professional Conduct**

Reynoldsburg City Schools and all of its employees will abide by the Licensure Code of Professional Conduct for Ohio Educators adopted by the Ohio State Board of Education. It is incorporated into this handbook on the next several pages and is considered part of the Reynoldsburg City Schools Employee Handbook. Please refer to the Ohio Department of Education Licensure Code of Professional Conduct for full information.

### **Conflict of Interest**

Employees will not engage in, or have a financial interest in, any activity which conflicts with their duties and responsibilities in the District.

Employees will not engage in work of any type in which information concerning a customer, client, or employer originates from any information available to them through District sources.

Employees will not sell textbooks, instructional supplies, equipment, reference books, or any other products to the District. They will not furnish the names of students or parents to anyone selling these materials.

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

Employees must not use their influence or authority to secure authorization of a public contract, including an employment contract, for a family member. A family member is defined as parents, step-parents, spouse, children, step-children (whether dependent or not),

grandchildren, siblings, or any other person related by blood or marriage if he/she lives in the same household of the employee.

### **Relationships in the Workplace**

RCS D does not prohibit dating in the workplace. If two coworkers enter a consensual relationship that is romantic or sexual in nature together, the employees must notify the Department of Human Resources if one employee is their significant other's supervisor. Due to the risk of quid pro quo harassment and conflicts of interest, RCS D has made such reporting required. The Department of Human Resources will then decide whether one or both parties need to be moved to a different job or building within the organization.

This requirement does not apply to employees who do not work in the same building or to parties who do not manage or have supervisory responsibilities over each other, unless a conflict of interest is readily detected.

### **Harassment Free Workplace/Sexual Harassment**

The Board recognizes that an employee's right to freedom from discrimination includes the opportunity to work in an environment free from sexual harassment. Sexually offensive speech and conduct are disruptive to the operation of the District and will not be tolerated.

#### **Definition:**

- A. Sexual harassment of employees includes, but is not limited to, all unwelcome sexual advances, requests for sexual favors, and verbal, non-verbal, or physical conduct of a sexual nature whenever submission to such conduct is made explicitly or implicitly a condition of employment or a basis of an employment decision. Sexual harassment will also be found to have occurred when the above-mentioned conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive working environment.
- B. Sexual harassment, as defined above, may include, but is not limited to, the following:
  - 1. Basing an evaluation, recommendation, transfer, etc. on an employee's refusal or submission to sexual advances;
  - 2. Jokes, stories, cartoons, or pictures that convey a sexual message, and/or place the opposite sex in demeaning roles, thereby creating a hostile working

environment for the sex which is the subject of the jokes, stories, cartoons, or pictures;

3. Unwelcome touching;
  4. All types of verbal harassment and abuse of a sexual nature;
  5. Pressure for sexual activity; and
  6. Any other remarks or actions to a person, with sexual or demeaning implications.
- C. When activities described above occur, the employee should indicate to the individual initiating the activity that he/she is uncomfortable with the behavior and ask that it cease. If the behavior does not cease, the employee can file a complaint. NOTE: a request that the individual initiating the activity cease the behavior is not a precondition to filing a complaint.

### Complaint Procedure:

Individuals who believe they have been the victim of sexual harassment prohibited by the policy of Reynoldsburg City School District, or who believe they have witnessed such conduct, should be aware of the following procedure:

- A. An employee who files a sexual harassment complaint will not be discriminated against in any way.
- B. The intent of the following reporting procedure is to provide a quick and fair resolution of complaints of discrimination based on sex.
- C. The staff member desiring to file a sexual harassment complaint must present the complaint, in writing, to his/her immediate supervisor, or if the immediate supervisor is the subject of the complaint, to the Director of Human Resources. A copy of the complaint will be sent to the Superintendent.
- D. If the Superintendent is the employee alleged to have engaged in sexual harassment, the complaint will be sent directly to the Board of Education. The Board will either conduct the investigation set out below, or appoint an investigator in its place.

### Discipline:

If sexual harassment is found to have occurred, the person who engaged in such harassment may be disciplined. The discipline must be reasonably calculated to end the harassment.

Discipline may include, but is not limited to, one or a combination of the following:

- A. Written reprimand of the employee to be included in said employee's personnel file, which orders the employee to cease and desist further sexual harassment;
- B. Transfer of said employee away from the individual who filed the complaint and away from any other individual who was found to have been harassed. Transfer will include written warning to cease and desist further sexual harassment;
- C. Suspension of the employee, with or without pay, as may be legally appropriate; and
- D. Termination of the employee's employment.

### **Workplace Bullying Policy:**

The purpose of this policy is to communicate to all employees, regardless of title or rank within the District, that Reynoldsburg City School District will not, under any circumstance, tolerate bullying behavior. Employees found to be in violation of this policy will be disciplined, up to and including termination.

#### **Definition**

Reynoldsburg City Schools defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.

Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when determining discipline. As in sexual harassment, it is the effect of the behavior on the individual that is important. Reynoldsburg City Schools considers the following types of behavior examples of bullying:

- Verbal bullying: Slandering, ridiculing or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property

- Gesture bullying: Nonverbal threatening gestures; glances that can convey threatening messages.
- Cyber bullying: Bullying behavior in the form of intimidation, threats, humiliation and harassment that takes place through the use of computers, cellphones or other electronic devices.
- Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising voice at an individual in public or in private.
- Using verbal or obscene gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated to the person's job performance or description.
- Repeatedly ignoring or interrupting an individual at meetings.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, assigning meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Inflicting menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.

- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Please note that the above-referenced lists are for illustration purposes only, and are not intended to be all-inclusive.

### **A Word About Retaliation**

Retaliation against an individual for reporting workplace bullying, harassment or discrimination or for participating in an investigation of a claim of workplace bullying, harassment or discrimination is a serious violation of this policy and, like bullying, harassment or discrimination itself, will be subject to disciplinary action, up to and including termination. Acts of retaliation should be reported immediately and will be promptly investigated and addressed. Misconduct constituting bullying, harassment, discrimination or retaliation will be dealt with appropriately.

### **Falsification of Claims**

False and malicious complaints of bullying, harassment, discrimination or retaliation may be the subject of appropriate disciplinary action, up to and including termination of employment.

If you have any questions regarding Reynoldsburg City School District's commitment to respect in the workplace, the harassment free workplace or the complaint resolution process, please contact your supervisor, administrator or Human Resources.

### **Tobacco Use/Smoking/Smokeless Policy**

For the purpose of this policy, the following products are taken into consideration: anything that contains tobacco or nicotine, including cigarettes, cigars, pipes, chewing tobacco, bidis, kreteks, hookahs, water pipes, and devices that simulate smoking through inhalation of vapor or aerosol from the device, including e-cigarettes, e-cigars, e-pipes, or vape pens.

### **Prohibited**

No staff member or volunteer is permitted to smoke, inhale, dip, or chew tobacco at any time, including non-school hours:

1. In any building, facility, or vehicle owned, leased, rented, or chartered by the District; or
2. On school grounds, athletic facilities, or parking lots.

No staff member or volunteer is permitted to smoke, inhale, dip, or chew tobacco at any time, including non-school hours, at any school-sponsored event off campus.

Tobacco advertising is prohibited on school grounds, in all school-sponsored publications, and at all school-sponsored events. Tobacco promotional items that promote the use of tobacco products, including clothing, bags, lighters, and other personal articles, are not permitted on school grounds, in school vehicles, or at school-sponsored events.

### **Enforcement**

Disciplinary measures taken against staff for violations of this policy comply with requirements of State law, related District policies, and regulations and/or the staff negotiated agreements.

### **Drug-Free Workplace**

The Board strives to provide a safe workplace for all employees realizing that the use/abuse of drugs and alcohol can endanger the health, safety, and well-being of the nonuser, as well as the user.

No employee can unlawfully manufacture, distribute, dispense, possess, or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol, or any other controlled substance, as defined in State and Federal law, in the workplace. "Workplace" is the site for the performance of any work done in connection with the District.

### **Notification of Conviction**

As a condition of employment, each employee must notify his/her supervisor, in writing, of his/her conviction of any criminal drug statute for a violation occurring in the workplace no later than five days after such conviction.

### **Drug Awareness**

All employees are provided the opportunity to participate in a drug-free awareness program to inform them of requirements, services, and penalties.

A list of local drug and alcohol counseling, rehabilitation, and re-entry programs and services offered in the community is made available to employees.

### **Dress Code**

All members of the bargaining unit will dress in a professional manner appropriate to the subject area in which they teach.

Appropriate dress is an important part of being professional and creating a positive learning environment. Teachers are expected to dress as adult professionals. Should staff have any questions as to whether or not something is considered appropriate attire, they are encouraged to discuss with their supervisor. Casual, dress-down days will occur, however, use good judgement.

Each person working in a Maintenance or Mechanic or Custodial position or who is required to perform grounds keeping work will receive a Three Hundred Twenty-Five Dollar clothing allowance each year.

### **Confidential Information**

District employees are expected to keep student information confidential as required by federal and state law, including the ***Family Educational Rights and Privacy Act***, the ***Individuals with Disabilities Education Improvement Act***, and ***Ohio Revised Code Section 3319.321***. Further, employees are reminded that all written, electronic, or recorded communications produced in the course of their employment may constitute public and/or student records that may be subject to release upon request by the appropriate parties.

### **Computer and Technology Acceptable Use**

A complete list of all Board policies is available in each school's administrative office and on the district website.

*Reynoldsburg City School District views technology as an integral part of the educational process to help increase productivity, achievement, organization, and learning opportunities. Due to the rapid change in technology, a user's access and/or this Policy are subject to change at any time.*

**There must be a signed Staff/Volunteer Agreement Form on file before the user gains access to the Network. Employees will complete the Staff/Volunteer Agreement form upon employment. The signed form will be kept by the technology department.**

### **Acceptable Use**

Technology must be used to support education and research, and be consistent with the objectives of Reynoldsburg City School District. The computer network also supports the administrative and professional functions of the staff as well as efficiencies associated with electronic communication.



- Transmission of any material in violation of any federal or state regulation is prohibited. This includes, but is not limited to: copyrighted material, threatening, harassing, or obscene material, or material protected by trade secret.
- Use for commercial activities by for-profit institutions is generally not acceptable. Use for any kind of product or service advertisement, or political lobbying is also prohibited.
- Installation of software, freeware, shareware, and demos not owned or authorized by the Reynoldsburg City School District is prohibited on district computers.
- Staff members are assigned a district e-mail account. The primary purpose of this account is to conduct school business. It is expected that all communication of this District owned forum is professional and school related. All communication in this District owned forum is subject to District review and public records request. Assume no right to privacy. Users routinely shall delete outdated or unnecessary e-mails from their mailboxes.
- Games are not considered an educational use of technology. Games may not be played when using technology tools within the Reynoldsburg City School District with the following exceptions:
  - Games that are created as part of an educational curriculum.
  - Games that directly support current curricular objectives.

### Privileges

The use of the Reynoldsburg City School District Network is a privilege, not a right, and inappropriate use may result in disciplinary action. The district administrators, school administrators, teachers, and staff members have a responsibility to report and investigate observed inappropriate use.

During the course of investigating inappropriate use, staff may access, view, and/or document histories, logs, files, computer screens, and electronic or wireless communications; privacy should not be assumed when using the Reynoldsburg City School District Network.

### Netiquette

Employees are expected to abide by generally accepted rules of network etiquette (or netiquette). These include, but are not limited to, the following:

- Users cannot create or transmit harassing, threatening, abusive, defamatory, or vulgar messages or materials.
- Illegal activities are strictly forbidden.
- Never reveal your personal address, phone number, credit card number, or those of other students or colleagues via Internet computer resources.
- Do not post names with personal pictures on the Internet. Information that has been posted on the Internet is likely posted and archived forever by Internet archiving sites such as [www.archive.org](http://www.archive.org).
- Unless you are registering for a service directly related to your coursework, do not register for anything on the World Wide Web, which involves filling out a form on the District network.
- District computers are used by multiple users throughout the day. Leave the computer in as good as or better shape than you found it.
- Do not use the network in such a way that you would disrupt the use of the network by other users.

### Guarantee of Service

Reynoldsburg City School District makes no warranties of any kind for the service it is providing. Reynoldsburg City School District will not be responsible for any damages you suffer. This includes loss of data resulting from delays, non-deliveries, erroneous deliveries, or service interruptions caused by negligence, errors, or omissions. Use of any information obtained via District Network is at your own risk. Reynoldsburg City School District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

### Personal Technology Tools

Any technology tool, whether used on or off the District Network, which are brought into District facilities must be used in accordance with the Computer and Technology Acceptable Use Policy and may only be used to support the educational process. These devices may only be used for work that directly corresponds to schoolwork during school hours.

## **Social Networking Websites**

1. District staff who have a presence on social networking web sites are prohibited from posting data, documents, photographs, or inappropriate information on any web site that might result in a disruption of classroom activity. The superintendent/designee has full discretion in determining when a disruption of classroom activity has occurred.
2. District staff is prohibited from providing personal social networking web site passwords to students.
3. Fraternization between District staff and students via the Internet, personal e-mail accounts, personal social networking web sites, and other modes of virtual technology is also prohibited.
4. Access of personal social networking web sites during school hours is prohibited.

Violation of the prohibitions listed above will result in staff and/or student discipline in accordance with State law, Board policies and regulations, the Staff and Student Codes of Conduct, and handbooks and/or staff negotiated agreements. Nothing in the policy prohibits District staff and students from the use of education web sites and/or use of social networking websites created for curricular, cocurricular, or extracurricular purposes.

## **Cell Phones**

Personal cell phones should be used only in cases of emergency. Excessive use of personal cell phones during instructional time will be subject to disciplinary procedures.

Cell phone usage, such as, personal calls, texting, browsing the web, and checking email is strictly prohibited during instruction time.

## **Time Away from Work**

Attendance is an essential aspect of every position in the Reynoldsburg City School District. This attendance policy is designed to create a District-wide standard regarding attendance and leave usage. Employees should see their principal for specific hours and policies that apply to their building.

## **Work Hours**

1. Employees are expected to adhere to their specified work schedule, report to work on time every scheduled work day, and be present in their assigned work area, ready to begin work at the start of the work day.

2. Timesheet employees must accurately report actual time worked and will be compensated for hours worked.
3. Any modifications to work schedules including overtime, flex time, or leaves of absence must be requested and approved in advance. Exceptions to this general policy are: unexpected illness or emergency situations.

### **Staff Sign-Out/Sign-In**

There is a clipboard located in the office for staff members to use if they need to sign out of the building for any reason. Please remember to use this clipboard when leaving the building, and remember to sign back in upon returning. Employees must call their principal immediately if an emergency keeps them from returning to the building that day. This protocol only applies to staff coming and/or going during their regularly scheduled working hours.

### **Call-In Procedure**

In the event of unanticipated absences, including sickness or tardiness, employees must call and speak directly to their immediate supervisor as soon as possible, but no later than fifteen minutes after the start of their shift. Employees should see their principal for additional call-in procedures specific to their building.

Failure to follow proper call-in procedure may result in disciplinary actions and/or unauthorized leave without pay.

### **Report of Absence**

All employees must contact their supervisor or designee via telephone, text, or e-mail and also give notice of an absence on AESOP or equivalent when absent. In all absences, a report of absence must be submitted on AESOP or equivalent, in accordance with leave policy. Access to AESOP or equivalent shall be provided via telephone number or computer access. AESOP access may not be restricted or denied to any employee unless first contacted by the Principal or designee.

### **Requesting a Substitute**

It is very important that every staff member is at school every day possible. Whether due to illness, personal, or professional day, if an employee is unable to attend school they must request a substitute AS SOON AS POSSIBLE. With the critical shortage of substitutes, it is very important that all staff members handle absences responsibly.

*Teachers:* Access the AESOP automated system to obtain a substitute. AESOP should be contacted no later than 6:00am on the day of an absence.

*Classified Staff:* Check with the principal to see if he/she feels that a substitute is needed. All Classified Staff should access the AESOP automated system to log absences.

Personal days must be requested at least 48 hours ahead of time. Employees must have permission from the principal to request personal leave if 48 hours' advanced notice is not possible.

In all cases of teacher absence, principals shall make a reasonable effort to secure the necessary substitute teachers. Only when a qualified substitute is not available or an emergency arises during the school day will teachers be requested by the principal to cover classes or to assume the responsibility for students placed in their room (i.e. study hall) during the absence of a teacher. The principal shall request teachers to cover classes of absent teachers on an equitable basis. Teachers will be paid at the rate of Twenty-One Dollars and Twenty-Two Cents (\$21.22) per hour when covering an unassigned class.

Nothing in this section is intended to preclude a bargaining unit member to volunteer to cover classes/duties for one another without pay in order for a bargaining unit member to be released by the principal for good reason.

Any staff member shall have the right to refuse such request without recrimination by the Administration for good cause shown.

Excluding bus drivers, when a classified employee within a work site is absent for more than three (3) days and a substitute is needed, a regular school employee within a work site classification will be offered the duties of the classified employee that is absent and a substitute will be assigned to his/her job responsibilities.

Building secretaries will not have time to make copies, prepare rosters, or create lesson plans for absences. Employees should find a colleague or two that can help with this if they are out unexpectedly. Please submit emergency sub plans and rosters to a colleague for all class preps, and email the building secretary to let her know which colleague will handle emergency plans and rosters for the classroom. Remember that plans and rosters must always be available on your desk.

### **Certification**

The Board may require the employee to provide certification from a health care provider containing specific information required under the law if he/she requests a medical leave. If

there is a question concerning the validity of such certification, a second and, if necessary, a third opinion can be required, both at the expense of the District.

When returning to work, the Board requires that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

### **Tardiness**

Tardiness is defined as reporting to work late at the beginning of the work shift, leaving early, or returning late from a lunch break, or leaving work early at the end of the work day, all without approval.

Tardiness will result in unauthorized leave without pay, unless leave with pay is approved by the supervisor for extenuating circumstances. Excessive tardiness will result in appropriate disciplinary action.

### **Unauthorized Leave Without Pay**

Unauthorized leave without pay may result from the following situations:

1. Failure to follow call-in procedure to report an absence or tardiness;
2. Failure to submit medical documentation when requested;
3. Where the employee's tardiness is not justified or approved by the supervisor for paid leave; or
4. Failure to report to work as scheduled and/or call in to report absence.

### **Job Abandonment**

Failure to report to work as scheduled and/or call in to report an absence for five (5) consecutive work days will be deemed Job Abandonment. Job Abandonment shall be considered a voluntary resignation on behalf of the employee, and therefore, ineligible for unemployment benefits.

### **Sick Leave**

Sick leave may be used for:

1. Personal Illness

2. Illness or Injury in Employee's Immediate Family
3. Death in the Employee's Immediate Family

The above sick leave provisions are further explained in the negotiated agreement between the Reynoldsburg City School District Board of Education and the Reynoldsburg Education Association and Reynoldsburg School Support Association OEA/NEA.

### **Personal Leave**

Teachers shall be granted up to three (3) personal leave days per school year which shall not be charged to sick leave.

Requests for personal leave shall be submitted through a District utilized online program five (5) or more days prior to the intended absence. All staff must contact their Principal or designee in addition to submitting an absence on a District utilized online program. If unusual circumstances make it impossible to submit the request five (5) or more days in advance, the request must be made orally, in person, or by telephone. Personal leave requests will be granted on a first come, first served basis as they are received in a District utilized online program.

Teachers who do not use all of their personal leave days in a given year shall have any unused personal leave days transferred into sick leave days.

A ten percent (10%) cap for personal leave usage will be established per building/academy. A list of building/academy cap limits will be provided on the first school day each year. The number of allotted personal days will be rounded to the whole number and will be adjusted to reflect changes in the number of staff members after the school year has begun.

Personal leave will be granted on a day when the cap has been met if the building/academy administrator reasonably determines that an emergency has arisen. Additionally, personal leave will be granted on a day when the cap has been met if the building/academy administrator reasonably determines that an extenuating circumstance exists and the request is made at least thirty (30) days in advance (including but not limited to: a wedding or the day before the wedding of the unit member or the member's child, or the need to attend a school-related activity of an immediate family member occurring on a school day; all of which cannot be conducted at any other time except during the regular school day).

Personal leave is for personal business/activities and cannot be used to work another job, including self-employment.

Personal leave may not be used on the first or last weeks of school, on an inservice day, or on the day before or after a holiday or vacation day, unless an exception is granted in writing by the Superintendent. During May, only one (1) personal day may be used unless additional days are granted by the Superintendent.

Teachers need not give a specific reason for the use of personal leave but must certify that the leave will not be used for a restricted purpose.

The Superintendent may grant additional personal leave for religious or other justifiable purposes. Teachers who intend to use personal leave for religious purposes shall notify the Superintendent in writing prior to the use of the leave.

*Certified Staff Procedure:* Request for personal business leave must be submitted through AESOP two or more days prior to the intended absence. All staff must contact their Principal or designee in addition to submitting an absence on AESOP. If unusual circumstances make it impossible to submit the request two or more days in advance, the request must be made orally.

*Classified Staff Procedure:* Request for emergency leave must be submitted through the employee's supervisor two or more days prior to the intended absence. If unusual circumstances make it impossible to submit the request two or more days in advance, the request must be made orally and then confirmed by submission of a completed emergency leave form as soon as possible.

NOTE: Personal Business/Emergency leave provisions are further explained in the negotiated agreement between the Reynoldsburg City School District Board of Education and the Reynoldsburg Education Association and Reynoldsburg School Support Association OEA/NEA.

### **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 in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants such as signers for hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers.

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

1. To care for a family member, to care for a covered service member, or for the employee's own serious health condition;
2. Foreseeable based on planned medical treatment; and



3. If the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend.

The Board may then require the employee to either:

1. Take the leave for a period or periods of a particular duration, not greater than the planned treatment.; or
2. 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 to instructional employees who take leave near the end of a semester for purposes other than the employee's own serious health condition include:

1. When leave greater than five weeks before the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if the leave will last at least three weeks and the employee would return to work during the three-week period before the end of the semester.
2. When leave less than five weeks before the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if the leave will last greater than two weeks and the employee would return to work during the two-week period before the end of the semester.
3. When leave begins less than three weeks before the end of a semester and the leave lasts more than five working days, the Board may require the employee to continue taking leave until the end of the semester.

NOTE: In all cases, only the period of leave until the Instructional employee is ready and able to return to work will be charged against the employee's FMLA leave entitlement. Any additional leave required by the Board is not counted as FMLA leave. However, the Board is required to maintain the employee's group health insurance and restore the employee to the same or equivalent job upon the conclusion of the leave.

### **Spouses Employed by the District**

If a husband and wife eligible for leave are both employed by the District, their combined amount of leave for birth, adoption, foster care placement, and parental illness may be limited to 12 weeks.

If a husband and wife eligible for leave are both employed by the District, their combined amount of leave to care for a covered service member is limited to 26 weeks.

### **Long-Term, Unpaid Professional Leave**

#### *Certified Employees:*

Upon the written request of a full-time teacher, the Board may grant an unpaid leave of absence for a period of not more than two (2) school years for educational, professional, or other purposes that would benefit the teacher and the District. Upon the return to service of the teacher at the expiration of a leave of absence, the teacher shall resume the contract status which the teacher held prior to such leave.

For the purposes of this procedure, the following conditions are necessary:

1. The applicant must submit a request for leave of absence, with the reason, to the Superintendent sixty (60) days prior to the beginning date of the leave of absence or as early as possible.
2. After the Superintendent's review and approval of the request, the request will be forwarded to the Board for their consideration.
3. The teacher shall not be paid during such leave of absence.
4. The teacher must notify the Superintendent by certified mail at least sixty (60) days prior to the conclusion of the leave if the teacher plans to return to work. If the teacher fails to notify the Board sixty (60) days prior to the conclusion of the leave, the Superintendent will notify the teacher by certified mail of the teacher's notification requirements. Failure of the teacher to respond within fourteen (14) calendar days after receipt of the Superintendent's notification will be construed as a constructive resignation from the District.
5. The teacher would not receive Board-paid fringe benefits, including the Board-paid STRS retirement contribution, as a result of the leave of absence. The teacher could continue any fringe benefits through the Board, provided he/she pays all costs of the benefit program.

### **Military Leave**

An employee will be granted a leave of absence to be inducted or otherwise enter military duty in accordance with the provisions of the law.

## **Jury Duty**

Any employee who is summoned for jury duty will be paid his/her salary less the remuneration for serving as a juror for each working day served.

**NOTE:** The Reynoldsburg City School District will make every effort to accommodate leave requests that are submitted appropriately and in a timely manner. However, abuse of leave, or failure to report to work as scheduled, or a pattern of unscheduled and/or excessive absences or tardiness will not be tolerated. These constitute unsatisfactory attendance for which appropriate disciplinary action may result, up to and including dismissal. Also, time worked and leave must be accurately reported. Falsification, including a pattern of failure to properly report absences, will not be tolerated under any circumstances, and will result in disciplinary action up to and including dismissal.

## **Family and Medical Leave of Absence**

An employee who has worked for the District for at least 12 months is eligible for FMLA leave, provided the employee worked at least 1,250 hours in the 12 months preceding the beginning of the leave. Reynoldsburg City Schools follows the Rolling 12-Month Period Calculation Method for FMLA usage.

The Board will comply with benefits for employees provided under the Federal Family and Medical Leave Act. In accordance with Federal law and regulations, up to twelve weeks of unpaid FMLA leave (or 26 work weeks to care for a covered service member) in any twelve-month period will be provided to eligible employees for the following reasons:

1. The birth and care of a newborn child;
2. The placement of a child with the employee by way of adoption or foster care;
3. The employee is needed to care for a spouse, child, or parent with a serious health condition. An employee may not take FMLA leave to care for a parent-in-law;
4. The employee's own serious health condition prevents him/her from performing the essential functions of his/her position;
5. The employee's spouse, son, daughter, or parent is a covered military member on active duty or is called to active duty status and a qualifying exigency exists; or
6. To care for a spouse, child, parents, or next of kin who is or was a member of the Armed Forces and who is currently undergoing medical treatment, recuperation, or therapy for

either a serious illness or injury that was incurred in the line of duty or for a serious illness or injury that existed before the beginning of active duty and was aggravated by service in the line of duty. In order to be eligible, veterans must have been members of the Armed Forces within five years of receiving such treatment.

An employee may elect, or the Board may require an employee to use accrued paid vacation, personal, or sick leave for purposes of a family leave. An employer cannot compel an employee to use accrued medical/sick leave in any situation for which the leave could not normally be used.

### **Notice**

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

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

### **Failure to Return**

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

## **Benefits and Compensation**

### **Employee Benefits**

The Board offers medical, dental, and vision insurance to all of its full-time employees. The Board also offers its full-time employees a \$40,000 Board paid life insurance policy. Part-time staff should check with human resources for available benefits.

Employees must apply for benefits within 30 days of their hire date. Employees also have 30 days to make changes to their insurance after a life event (ex: birth of a child, marriage, etc.).

We also offer an open enrollment period each fall to all employees to make changes to their benefits.

Reynoldsburg City Schools also offers a Flex Spending Plan. A Flex Spending Account allows an employee to set aside a portion of earnings to pay for qualified expenses, most commonly medical expenses, or dependent care. Employees sign up for Flex Spending Plans during the open enrollment period. The Flex Spending Plan is a 12-month plan that runs from January through December.

### **Payroll Deductions**

Upon proper authorization from each individual, the Board will administer the following payroll deductions:

1. Dues for the recognized bargaining agent – any member choosing to discontinue membership must notify the Board and REA and/or RSSA treasurer in writing between September 1 and September 15, annually;
2. Tax-sheltered annuities;
3. Franklin County School Employees Federal Credit Union and Whitehall Credit Union;
4. Board-sponsored medical and life insurance policies;
5. EPAC contributions;
6. United Way; and
7. Any other deduction mutually agreed to by the Board and the Association.

### **Paydays**

Salaries will be paid on the basis of twenty-four equal installments paid on the 10<sup>th</sup> and 25<sup>th</sup> of each month. If a payday falls on a national holiday or a weekend, checks will be electronically deposited the prior business day.

### **Workers' Compensation**

In case of injury while pursuing duties in keeping with the employee's contract, the employee may be eligible for payment of medical expenses under the Workers' Compensation Act of Ohio.

Any employee who is injured while at work should immediately report such injury to the central office and request the necessary forms to make application for payment under this Act.

The injured employee may be requested to undergo chemical testing, as established by law and administrative regulation. The employee must prove that the injury was not proximately caused by the employee being intoxicated or under the influence of a controlled substance not prescribed by the employee's physician. The results of or the employee's refusal to submit to, any of the requested chemical tests may affect the employee's eligibility to receive workers' compensation benefits.

### **Staff Evaluation**

***Classified Staff:*** An annual written summative evaluation shall include the evaluation of the employee's total performance in his/her assigned position, and shall be performed on each member of the bargaining unit each calendar year using the Board approved evaluation forms. Additional evaluations may be conducted during the school year if deficiencies are noted during the annual evaluation. All written evaluation documents will be placed in the bargaining unit member's personnel file. For additional details on the evaluation process, please refer to the RSSA Negotiated Agreement.

***Classified Administrative Staff:*** An annual written evaluation shall include the evaluation of the employee's total performance in his/her assigned position, and shall be performed on each staff member each calendar year using the evaluation forms appropriate to that individual's position. Additional evaluations may be conducted throughout the year if deficiencies are noted in the course and scope of the staff member's performance. All written documents will be placed in the staff member's personnel file. For additional questions on the evaluation process, please speak with your Supervisor or Human Resources.

### **Teacher Evaluation**

Student performance will be a substantial part of teacher evaluation criteria.

The current evaluation procedure, evaluation instruments, and evaluation criteria will remain in effect until a new procedure has been ratified by both parties.

An annual written summative evaluation shall include the evaluation of the employee's total performance in his/her assigned position.

An annual written summative evaluation shall be performed on each member of the bargaining unit each calendar year using the Board approved evaluation forms. Additional evaluations during a school year may be conducted if deficiencies are noted during the annual evaluation.

Evaluation of employees shall be based upon the supervisor's personal observation of a bargaining unit member's work and/or work product.

Each bargaining unit member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the general criteria upon which he/she will be evaluated in a meeting with his/her immediate supervisor. Upon the request of a bargaining unit member, the immediate supervisor will meet with the member to discuss progress and job performance.

All annual evaluations shall be reduced to writing, and a copy shall be given to the bargaining unit member. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in writing within a reasonable time after the deficiencies are noted.

Following each written summative evaluation, which shall include the right to a conference with the evaluator at the employee's request, the bargaining unit member shall sign and be given a copy of the evaluation report form prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation.

All written evaluation documents are to be placed in the bargaining unit member's personnel file.

#### Procedure:

#### Schedule for Evaluation

1. The evaluation shall be completed not later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.
2. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board will be considering renewal of a teacher contract pursuant to division (B), (C)(3), (D), or (E) of that section.

#### Performance Assessment

1. A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument, Appendix D to this agreement.

2. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
3. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers.

### Observations

1. Schedule of Observations
  - a. A minimum of two (2) or three (3) (*see*, section B of "Schedule for Evaluation" above) formal observations shall be conducted to support each teacher performance assessment. A formal observation shall last a minimum of thirty (30) consecutive minutes.
    - i. The first formal observation and post conference must be conducted and completed by the end of first semester.
    - ii. The second, and third if applicable, observation must be conducted and completed no later than May 1.
    - iii. When possible, there shall be at least five (5) work weeks between formal observations.
    - iv. For teachers not in the final year of a limited contract (i.e., not anticipated to have three (3) observations, if after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.
    - v. Teachers shall not receive a formal observation on the day before a holiday or vacation day.
    - vi. Teachers with a final summative evaluation rating of "Accomplished" will be evaluated once every three (3) years. One (1) observation and one (1) conference must be held with the teacher once a year for each year of the deferred evaluation cycle. If a teacher's end of the year student growth measure drops below average, then the teacher returns to the regular yearly observation cycle.
    - vii. Teachers with a final summative evaluation rating of "Skilled" will be evaluated at least once every two (2) years. One (1) observation and one (1) conference must be held with the teacher once a year for each year of the deferred evaluation cycle. If a teacher's end of



the year student growth measure drops below average, then the teacher returns to the regular yearly observation cycle.

- viii. Teachers on approved leave for fifty percent (50%) or more of the school year may be exempt from the evaluation cycle for that year.
- ix. A teacher who has submitted a notice of retirement by November 1 shall be exempt from the evaluation cycle.
- x. A teacher rated as "Skilled" can opt out of a deferred cycle by notifying his/her assigned evaluator and REA President/Co-President, in writing on or before October 15.

### Observation Conference

1. The evaluator shall notify the teacher of the scheduled day to perform the first formal observation at least two days before the formal observation. A teacher will be given a reasonable range for subsequent observations.
2. A pre-conference will typically be held no earlier than two (2) days prior to the first observation. If the evaluator changes between the pre-conference and the observation, a new pre-conference will be held.
3. Post-observation conferences shall be held within ten (10) work days of each observation and no more than fourteen (14) calendar days after the observation. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan. The scope of the conference will include at least one reinforcement and one refinement.
4. A teacher may request a formal observation at any time in addition to those required by this procedure.
5. Evidence shall be provided to the teacher at the post conference.

### Walkthroughs

1. The walkthrough process results in a formative written assessment that may focus on one or two of the standards and/or an area of refinement.

2. The walkthrough shall be a brief survey of classroom instruction and environment, lasting no longer than twenty consecutive minutes.
3. The teacher shall be provided feedback and/or a copy of the completed walkthrough form.
4. A teacher may request walkthroughs with a specific focus at any time in addition to those initiated by the evaluator.

### Refinement

1. Formal observations resulting in the identification of areas of refinement shall be addressed during the post-observation conference. Deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conference.
2. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.
3. The evaluator and teacher shall develop a plan for refinement of identified deficiencies and such plan shall be reduced to writing and provided to the teacher.

### Improvement Plan

1. Teachers and their assigned evaluator must develop an improvement plan based on the evaluation matrix:
  - a. Below Expected Levels: Teachers who meet below expected levels of student growth and teacher performance must comply with an improvement plan developed by the credentialed evaluator assigned by the Superintendent/Designee for the evaluation from the board approved list. This improvement plan will be developed at the summative evaluation conference or as needed.
  - b. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a member of the evaluation committee facilitate further discussion between the teacher and the evaluator.

The improvement plan shall detail:

- a. Performance issues documented as developing or ineffective.
- b. Specific performance expectations.

- c. Assistance to be provided by the District to support professional development of the teacher.
- d. Sufficient and specific timelines, as to allow for the remediation of identified areas needing improvement.
- e. The provision for a teacher mentor/coach as appropriate. The mentor/coach may be provided release time to allow for meetings/observations with the teacher under an improvement plan.

### Professional Growth Plan

1. Professional growth plans shall be developed as follows:
  - a. Above Expected Levels: Teachers who meet above expected levels of student growth and teacher performance must develop a professional growth plan.
  - b. Expected Levels: Teachers who meet expected levels of student growth and teacher performance must develop a professional growth plan collaboratively with a credentialed evaluator assigned by the Superintendent/Designee for the evaluation from the board approved list.
2. Professional growth plans for a school year shall be developed and submitted to the immediate supervisor using the form contained in the collective bargaining agreement by September 30.
3. The Board shall provide for professional development agreed upon by the evaluator and teacher and for the allocation of financial resources, if necessary, to accelerate and continue teacher growth and improvement.

### Summative Evaluation Rating

1. Final Summative Rating Report

In conjunction with the assignment of the final summative evaluation rating, a conference shall be held between the teacher and the direct supervisor to discuss the Final Summative Rating report. Appendix E.
2. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A signed copy shall be provided to the evaluator.

## Due Process

1. Teachers who disagree with the level of student growth, the rating of performance and/or the summative evaluation rating shall be allowed to present their disagreement to the evaluation committee. Issues not resolved by the evaluation committee may be presented to the Superintendent who shall resolve the issue.
2. The teacher has the right to association representation at all evaluation meetings. It is the responsibility of the teacher to request association representation.

## **Disciplinary Action Policy**

### **Teacher Disciplinary Procedure**

#### *Discipline Other Than Suspension:*

All written reprimands will clearly state that it is a reprimand.

Prior to disciplinary action given to a teacher, the Administration shall first have a meeting with the teacher.

The teacher shall be given advance notice of the meeting and shall be informed that:

1. The meeting is to determine whether disciplinary action will be taken, and
2. The nature of the concern.

The teacher has the right to Association representation at all disciplinary meetings. It is the responsibility of the teacher to request Association representation.

All written reprimands shall clearly state that it is a reprimand. (See Teacher Reprimand Form)

Discipline other than suspension shall be for good cause.

#### *Teacher Suspension Procedure:*

The Administration has the right to suspend a teacher with or without pay for disciplinary purposes.

Prior to any such suspension, the Administration shall conduct an investigation of the incident or infraction(s) upon which any such suspension will be based. The results of the investigation shall be reduced to writing and given to the teacher along with a recommendation for a possible suspension with or without pay.

Upon request of the teacher and within five (5) days of the teacher's receiving written notification of a possible suspension with or without pay, the teacher may request a meeting with the Superintendent. The teacher shall have the right to representation at the meeting.

The Superintendent's decision on the suspension shall be issued within ten (10) days after the Superintendent's meeting.

Suspension of a teacher with or without pay for disciplinary reasons shall only occur for just cause. This just cause standard in this provision shall not apply to the nonrenewal of the teacher's limited teaching contract, nor shall it affect in any way the rights of the Board or members of the bargaining unit with respect to termination procedures initiated under O.R.C. §3319.16.

#### **Classified Staff Disciplinary Procedure:**

The employment of support/classified staff members may be terminated for violation of written policies and regulations as set forth by the Board or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, sexual battery, certain ethics violations, conflict of interest or any other acts of misfeasance, malfeasance or nonfeasance, and any other reasons set forth under law.

The Superintendent or his/her designee may also suspend an employee for a definite period of time or demote, with or without pay, an employee for these same reasons.

The action of the Board to terminate the contract of any employee or to suspend or demote him/her is done in compliance with all statutory and constitutionally mandated procedures, including the opportunity for a hearing prior to the termination and if a hearing is required, prior to the suspension or demotion.

**All disciplinary action will be in accordance with the civil service laws of the State of Ohio. Suspensions of less than four days will not occur for reasons which are arbitrary, capricious, or discriminatory.**

## **School Safety**

### **Emergency/Safety Plans**

The administration is directed to prepare a comprehensive school safety plan for each school building. The plan examines the environmental conditions and operations of each building to determine potential hazards to student and staff safety and considers operating changes to promote the prevention of potentially dangerous problems and circumstances.

The District files a copy of the current safety plan and building blueprint with each law enforcement agency that has jurisdiction over the school building and, upon request, the fire department that serves the political subdivision in which the school building is located. The District also files a copy of the current safety plan with the Ohio Department of Education. The Ohio Department of Education files a copy with the Attorney General, who will post that information on the Ohio law enforcement gateway or its successor. The Ohio Department of Education also provides the plans to the Director of Public Safety who posts the information on the contact and information management system.

Each employee of the district should review and be familiar with the contents of the emergency operations plan to include understand the Incident Command System, the location of the school's rally points, and the family reunification process. Each employee should review the school safety plan protocols to become familiar with the listed response guidelines for specific emergency situations. These include active shooter events, bomb threats, and tornadoes to name a few.

Furthermore, each school has an Incident Response Team that is comprised of faculty within the building. The employee should be aware of this team and note their duties and assignments, if applicable.

### **Emergency Closings**

The Superintendent may close the schools, dismiss students early, or delay the opening of schools in the event of hazardous weather or other emergencies that threaten the safety or health of students or staff members. It is understood that the Superintendent takes such action only after consultation with transportation and weather authorities.

In the event that the Superintendent/designee shortens the school day by no more than two hours due to hazardous weather or a calamity situation, either at the beginning or the end of the given school day, that day will not be designated a calamity day.

The Board approves a contingency plan under which the students make up days the schools were closed because of calamity days. These make-up days are beyond the number of calamity days provided for by law.

The contingency plan cannot in any way conflict with the collective bargaining agreement.

### **Visitors to the School**

The Board encourages parents and other citizens of the District to visit classrooms to observe the work of the schools and to learn what the schools are doing. Visits should be scheduled

with the teacher, in advance, to avoid any unnecessary disruption to classroom instruction or activities.

All individuals requesting to visit a District classroom must be approved in advance by the Principal.

1. A visitor must have a valid reason for observing the classes.
2. Limits on visit length should be set.
3. Teaching schedule should not be disrupted.
4. The teacher shall not leave the classroom to talk to visitors.
5. Visitors should refrain from discussion of the program while they are in the classroom.
6. Confidential information regarding the children should not be shared with unauthorized individuals.

**TO MAINTAIN THE SAFETY OF STUDENTS AND STAFF AND TO ENSURE THAT NO UNAUTHORIZED PERSONS ENTER BUILDINGS, ALL VISITORS MUST FIRST REPORT TO THE BUILDING MAIN OFFICE AND BE CHECKED IN THROUGH THE RAPTOR VISITOR MANAGEMENT SYSTEM.**

All visitors will be issued a form of temporary identification from the main office upon check in. If any staff notice individuals in the building without proper identification the office should be notified immediately.

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

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

### **Visitors and Volunteers – Requirements**

#### **Visitor**

A visitor is an individual whose presence is not recurring/regular AND will not have unsupervised access or the opportunity for unsupervised access to students on a regular basis.

All building visitors are required to report to the main office and be checked in through the Raptor system.

### **Volunteer**

**A volunteer is an individual that will have or may have unsupervised access to students on a regular basis.** These individuals are required by **Board Policy IICC** to have BCI and FBI background checks on file and must be cleared by Central Office through the Raptor system prior to any volunteer activities.

All volunteers must complete an online volunteer application and can complete their background checks at the Administrative Offices. Once the background checks are completed, an employee from the Administrative Offices will mark the volunteer as cleared within the Raptor system. This clearance is good for five years, at which point new background checks will be required.

Examples of volunteers include:

Room Parents

Field Trip Chaperones

Volunteer Extracurricular Advisors

**If you are unsure what category an individual would be considered, please contact your local building or program administrator.**

**Building Main Office staff should reference the RCSD Raptor Visitor Management Guide for additional detail on visitor procedures, or speak with the District Safety Director.**

### **Emergency Drills**

Per ***Ohio Revised Code 3737.73 Prohibition against failure to instruct pupils in fire drills and tornado safety precautions***, each school is required to complete a number of fire, safety and tornado drills each school year. Additionally, per ***Ohio Fire Code 408.3.2*** one emergency evacuation drill shall be conducted during the first ten days of the new school year.

The following drills will be conducted at each school:

- One (1) staff safety training and theoretical drill, held at the start of each school year. Student participation is not required.
- One (1) fire drill within the first ten (10) days of the new school year.
- Six (6) additional fire drills throughout the year.
- Three (3) additional safety drills with student participation, to provide pupils with instruction in the procedures to follow in situations where pupils must be



secured in the school building or rapidly evacuated in response to a threat to the school involving an act of terrorism; a person possessing a deadly weapon or dangerous ordnance, as defined in **Section 2923.11** of the **Ohio Revised Code**, on school property; or other act of violence. At least one safety drill shall include a scenario where pupils must be secured in the school building rather than rapidly evacuated.

- Tornado drills will be conducted during tornado season in accordance with **Ohio Fire Code 409.2**, defined as the period from the 1<sup>st</sup> day of April to the last day of July.
- There will be either one (1) safety drill or one (1) fire drill held every month of the school year.
- Furthermore, an active shooter response training event will be offered each school year to all staff of the district.

**Fire Drills** will be scheduled by each school principal in accordance with the aforementioned timeframe and requirements. Staff may not be aware of scheduled fire drills. Staff are to have knowledge of fire drill procedures and know their emergency evacuation routes from their locations. Emergency evacuation route plans and maps are displayed in each school building and room. Strict accountability of students is a top priority during these drills. During a fire drill please quickly evacuate in a timely and safe manner and proceed to your designated point on the exterior of the building. Take attendance and report your findings to the designated person, making special note of any missing or injured students. Wait for an all clear prior to returning to the building.

**Tornado drills** will be scheduled by each school principal in accordance with the aforementioned timeframe and requirements. Staff are to have knowledge of the tornado safe areas within the school and know where their designated areas are.

1. Listen for the announcement or the high wind alert tone via the PA system.
2. Direct all students, staff and visitors to the tornado safe areas. Keep them away from large rooms, doors and glass.
3. Teachers should take attendance and immediately notify the office of an unauthorized absence.
4. All students should assume the “drop, cover and hold” positions. Students should sit on the floor in the indicated safe area facing the wall and listen for further instruction. Per the **U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Weather Service**, “Train students so they can instantly get into a protective position when instructed.

*Students should face an interior wall, with knees and elbows on the ground, and hands over the back of their head.”*



5.

**Safety Drills** will be scheduled by each school principal in accordance with the aforementioned timeframe and requirements. The safety drills will be monitored and ran by the district safety team in conjunction with law enforcement. Instructions for each drill will be sent out prior to the drill being conducted. The drills include rapid evacuation, lockdown/barricade, and a combination drill. These drills are provided as preparation for an active intruder or active shooter situation.

### **Active Shooter/Intruder Response**

As indicated in the Emergency/Safety Plans section above, each school has a comprehensive emergency operations plan (EOP) on file. Outlined within these plans are response protocols for a number of emergency situations, to include active shooter/intruder incidents. Per **Section 3313.536** of the **Ohio Revised Code**, this information is not a public record and exempt from public disclosure. It will therefore not be outlined in this handbook. All employees should be familiar with their school’s EOP and emergency response protocols outlined within.

### **Blood Borne Pathogens Policy**

Reynoldsburg City Schools will make every effort to comply with the **U.S. Department of Labor Occupational Safety and Health Administration** Blood borne Pathogen Standard (29 CFR 1910.1030). Universal precautions will be utilized to prevent contact with blood or other potentially infectious materials.

### **Control of Non-Casual Contact Communicable Diseases (Blood borne Pathogens)**

In the case of non-casual contact communicable diseases, Reynoldsburg City Schools is obligated to protect the safety of staff and students. In these cases, the person in question will have his/her status reviewed by a panel of resource people, including the Franklin County Health Department, to ensure that the rights of the person affected and those in contact with that person are respected.

Non-casual contact communicable diseases include sexually transmitted diseases, AIDS (Acquired Immune Deficiency Syndrome), ARC-AIDS Related Complex, HIV (Human-immunodeficiency), Hepatitis B and other diseases that may be specified by the Ohio State Board of Health.

In the event that an incident occurs, where a student or staff member has contact with blood or other potentially infectious material, that person must immediately notify the school office. Staff will determine the best course of action regarding the situation.

Reynoldsburg City Schools will seek to keep students and staff in school unless there is definitive evidence to warrant exclusion. As required by Federal Law, parents will be requested to have their child's blood checked for HIV and HBV when the child has bled at school and staff members have been exposed to the blood. Any testing is subject to laws protecting confidentiality.

### **Staff-Student Relations**

The relationship between the District's staff and students must be one of cooperation, understanding, and mutual respect. Staff members have a responsibility to provide an atmosphere conducive to learning and to motivate each student to perform to his/her capacity.

Staff members should strive to secure individual and group discipline, and should be treated with respect by students at all times. By the same token, staff members should extend to students the same respect and courtesy that they, as staff members, have a right to demand.

Although it is desired that staff members have a sincere interest in students as individuals, partiality and the appearance of impropriety must be avoided. Excessive informal and/or social involvement with individual students is prohibited. Such conduct is not compatible with professional ethics and, as such, will not be tolerated.

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

1. Staff members of the district will not make derogatory comments directly to, or in the presence of, students, regarding the school, the district, its staff, and/or other students. Staff members of the district will respect the best interest of the district and will safeguard the district's reputation when engaging with students, parents, business professionals, and community representatives.
2. The exchange of purchased gifts between staff members and students is discouraged.

3. Staff-sponsored parties, at which students are in attendance, unless they are a part of the school's extracurricular program and are properly supervised, are prohibited.
4. Staff members shall not fraternize, written or verbally, with students except on matters that pertain to school-related issues.
5. Staff members shall not associate with students at any time, in any situation or activity which could be considered sexually suggestive or involve the presence or use of tobacco, alcohol, or drugs.
6. Dating between staff members and students is prohibited.
7. Staff members shall not use insults or sarcasm against students as a method of forcing compliance with requirements or expectations.
8. Staff members shall maintain a reasonable standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities.
9. Staff members shall not send students on personal errands off District property.
10. Staff members shall, pursuant to law and Board policy, immediately report any suspected signs of child abuse or neglect.
11. Staff members shall not attempt to diagnose or treat a student's personal problem relating to sexual behavior, substance abuse, mental or physical health, and/or family relationships but, instead, should refer the student to the appropriate individual or agency for assistance.
12. Staff members shall not disclose information concerning a student, other than directory information, to any person not authorized to receive such information. This includes, but is not limited to, information concerning assessments, ability scores, grades, behavior, mental or physical health, and/or family background.

### **Student Transportation in Private Vehicles**

Under the direction of the Superintendent/designee, transportation to student activities by private vehicles is permitted. In the event that an employee of the board of education, acknowledged volunteer or parent/guardian transports students to and/or from a school-sponsored student activity, then the employee/volunteer/parent/guardian must produce

evidence to the Superintendent/designee, prior to transporting any student a valid Driver's License and that the vehicle and driver are covered for liability insurance in an amount no less than \$300,000 (this will also cover physical damage); to include standard medical payments coverage, and that uninsured motorist liability is preferred.

Any student transported by private vehicle to and/or from a school-sponsored activity must have on file with the school district prior to transporting, a signed liability waiver agreement and permission form. Please see HR for details.

Staff who find a need to transport students for unanticipated reasons, such as a student missing scheduled transportation or is in need of transportation, will confirm that they have a valid driver's license, the required insurance as indicated above, and received written or verbal permission from each student's parent or guardian and/or their administrator prior to the transportation occurring. Proof of these items will be provided if requested.

### **Hazing, Bullying, and Aggressive Behavior**

Harassment, intimidation, or bullying toward a student, whether by other students, staff, or third parties is strictly prohibited and will not be tolerated. This prohibition includes aggressive behavior, physical, verbal, psychological abuse, and violence within a dating relationship. The Board will not tolerate any gestures, comments, threats, or actions which cause or threaten to cause bodily harm or personal degradation. This policy applies to all activities in the District, including activities on school property, on a school bus, and events occurring off school property if the student or employee is at any school-sponsored, school-approved, or school-related activity or function.

As used in Board policy, "hazing" means doing any act or coercing another, including the victim, to do any act of initiation into any student organization or other organization that causes or creates a substantial risk of causing mental or physical harm to any person. As used in Board policy, "bullying, harassment, and intimidation" (hereinafter "bullying") means an intentional written, verbal, or physical act that a student has exhibited toward another particular student, staff member, or volunteer more than once. The intentional act also includes violence within a dating relationship. The behavior both causes mental or physical harm to the other person and is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other person. This behavior is prohibited on school property, on a school bus, or at a school-sponsored activity.

Prohibited activities of any type, including those activities engaged in via computer and/or electronic communications devices, are inconsistent with the educational process and are prohibited at all times. No administrator, teacher, or other employee or volunteer of the District shall encourage, permit, condone, or tolerate any hazing and/or bullying activities. No students, including leaders of student organizations, are permitted to plan, encourage, or engage in any hazing and/or bullying. Administrators, teachers, and all other District employees and volunteers are particularly alert to possible conditions, circumstances or events that might include hazing, bullying and/or dating violence. If any of the prohibited behaviors are planned or discovered, involved students are informed by the discovering District employee of the prohibition contained in this policy and are required to end all such activities immediately. All hazing, bullying and/or dating violence incidents are reported immediately to the Superintendent/designee and appropriate discipline is administered.

Any student who believes that he or she has been or is the victim of hazing and/or bullying should immediately report the situation to the appropriate building principal or his/her designee. The student may also report concerns to a teacher, counselor, or other school employee. Such reports may be made anonymously. Any school employee who is aware of an incident prohibited by this policy shall document the report (i.e., put the allegations in writing) and provide the documentation to the building principal or his/her designee for investigation. If the building principal or his/her designee receives any report of an incident prohibited by this policy that is not a written report, the principal/designee shall ensure that the report is documented in writing.

Any District employee who witnesses acts of hazing and/or bullying shall promptly notify the building principal/designee of the event observed, and file a written incident report concerning the events witnessed. Any District employee who receives reports of suspected hazing and/or bullying shall promptly notify the building principal/designee of such report(s). If the report is a formal, written complaint, the complaint is forwarded to the building principal/designee no later than the next school day. If the report is an informal complaint that is received by a District employee, he/she shall prepare a written report of the informal complaint that is forwarded to the building principal/designee no later than the next school day.

## **Daily Procedures**

### **Student Attendance**

Regular attendance is an important factor in the establishment of a good scholastic record. It is the teacher's responsibility to take and report attendance at the beginning of each day. Attendance records must be kept accurate and up-to-date.

In addition, every staff member has a responsibility to monitor students and assure that they are where they are supposed to be. In order to consistently enforce absence and tardy policies (whether class attendance or school attendance), please refer to the attendance guidelines in the Code of Conduct. After attempts to talk with the student and guardians, teachers are expected to use the PowerSchool discipline log system to document students who are excessively tardy or absent, and make an office referral.

### **Communication with Parents**

Close communication with parents and the community is essential for a successful school. Teachers must be in contact with parents in order to work effectively together. Comments on each student's report card and interim reports are encouraged. In addition to scheduled parent/teacher conferences, teachers are encouraged, and expected, to contact parents whenever achievement, attendance, discipline, or other problems arise. It is also important to call parents when there is positive news to share. Please make time to build positive relationships with the families we serve. Please document all parent contacts in log-entries in PowerSchool.

### **Field Trips**

All field trips must be pre-approved by the building principal. Once approval has been received, employees will need to work with the secretary to secure the date, transportation, and parent permission. Employees will receive an electronic copy of the district permission slip to be used for all field trips. Due to district transportation issues, please allow plenty of time for approval and scheduling of buses. Parent approval is required for all field trips off of the school premises. The teacher escorting a group of students off the premises must make arrangements with the school nurse to have all Emergency Medical Cards and any medications for students attending the trip.

### **Money Collection/Reimbursements**

From time to time, teachers will be responsible for collecting money from students for field trips, fundraisers, etc. It is very important that all money is collected first thing and turned in to the office the same day that it is collected. Please make every effort to roll any collected coins. District policy requires that money be deposited within 48 hours of its collection.

All orders for supplies and equipment to be purchased for the school, classes, or organizations should be made on a Requisition Request form. Appropriate approval should be received before submitting the Requisition Request to the secretary. When completing the Requisition Request, please be sure to give as much information as possible. When completing the item

information, please be sure to verify if the price is per each item, for a case, a dozen, etc., and write the complete item number and description and total price. Employees will also need to verify if there are shipping and handling charges which should be included in the total. No orders or purchasing should happen until after the secretary has processed the Requisition and submitted it for a Purchase Order.

If an employee will be purchasing something at a local store and submitting the bill for reimbursement, there are a few things to remember: First, as with other orders, items cannot be purchased before a Requisition Request made out to the employee has been submitted for processing. Ask the secretary for and take a Tax Exempt form to the store. The District cannot reimburse employees for any tax that is paid, or for anything purchased before the proper paperwork is filled out.

## **Incident Reporting**

### **Reporting Student Truancy**

Pursuant to ***Ohio Revised Code Section 3321.01***, all students aged six to eighteen must be enrolled in and attending a school program. If a student fails to attend and does not have proper excuse, she/he is considered to be truant from school. When a student accumulates five days of truancy, the teacher will complete and return the School Truancy form to Reynoldsburg City School District of Central Ohio school/court liaison. The teacher should maintain a copy of the completed form in the student's cumulative file. The teacher must inform the program coordinator of the truancy referral. After receiving the completed referral, the school/court liaison will meet with the student and the student's parent(s) or guardian(s) to determine the appropriate course of action to be taken. The school/court liaison will send a follow-up report to the classroom teacher and program coordinator.

### **Reporting Student Injuries or Accidents**

All injuries or accidents involving students must be reported to both the Principal and Superintendent's office immediately by telephone and followed up the same day with a written report. The report should be as detailed as possible and contain all requested information. Accurate documentation is very important.



## **Reporting Suspected Child Abuse and Neglect**

The District is concerned with the physical and mental well-being of the children we serve and will cooperate in the identification and reporting of cases of suspected child abuse and/or neglect in accordance with the law. School teachers, employees and/or authorities, which includes Reynoldsburg City School District employees, who know or have reasonable cause to suspect that a child under 18 years of age or a mentally retarded, developmentally disabled, or physically impaired child under 21 years of age has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect of the child must immediately report that knowledge or suspicion to ***Children's Services Intake for Franklin County***: (614) 229-7000 or a municipal or county peace officer in the county in which the child resides or in which the abuse and/or neglect is occurring or has occurred.

A quality reporting/referral usually includes: the names and addresses of the child and parent(s) or person(s) having custody of the child; the child's age and birth date; the observable/factual information regarding the nature and extent of the suspected abuse and/or neglect; and any other first-hand/factual information that may be helpful.