

Springboro Community City Schools



EXEMPT EMPLOYEE HANDBOOK

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CHAPTER I

SCOPE OF EXEMPT EMPLOYEE POLICIES

Section 1 Definition of Exempt Employee

(a) Exempt employees in the Springboro Community Schools are those non-teaching, non-administrative, classified exempt employees specifically excluded from the Springboro Classified Employee Association (SCEA) bargaining unit due to the nature of their positions.

Section 2 General Personnel Policies and Goals

(a) Exempt employees of the district are a very important resource for effectively conducting district level business of the school system. The school district will function best when it employs highly qualified personnel and establishes policies and working conditions that are conducive to high morale so that each staff member can make the fullest contribution to district programs and services.

(b) The primary purpose of this exempt employee handbook is to outline the personnel policies and compensation package approved by the Board of Education for all exempt employees of the district. Additional information regarding general district-wide personnel policies may be found in the approved Board of Education policy book. Specific department procedures for exempt employees will be developed and communicated as appropriate by the exempt employees' immediate supervisors.

(c) The term Superintendent used herein shall mean the Superintendent or his/her designee.

Section 3 Non-Discrimination

(a) The Board and its exempt employees agree that there shall be no discrimination against any exempt employee based on race, color, creed, age, sex, national origin, disability, or handicap, all as in accordance with and as limited by the provisions of applicable law.

Section 4 Request for Accommodation

(a) Any exempt employee requesting any accommodation for any disability shall be required to furnish the Superintendent with a statement from his/her physician setting forth the particulars of the disability which requires accommodation and the recommendation from such physician for the accommodation(s) necessary.

(b) Upon receipt of such a request, the Superintendent shall review the request and engage the employee in the interactive process. The interactive process includes reviewing the job description and the essential functions of the job. There will be a discussion of reasonable accommodations that do not pose an undue hardship to the Board of Education.

(c) During the processing of a request for an accommodation, the Superintendent may, in the exercise of his sole discretion, require any exempt employee claiming to be disabled and seeking accommodation to be examined by a physician or physician selected by the Superintendent for the purpose of determining whether the exempt employee is disabled

and/or what accommodations may be appropriate under the circumstances present.

(d) The exempt employee is responsible for all expenses incurred from his/her physician.

(e) The Board is responsible for all expenses incurred from the physician selected by the Superintendent.

CHAPTER II

INDIVIDUAL AND BOARD RIGHTS

Section 1 Legal Rights of the Exempt Employee

(a) All exempt employees shall be entitled to all rights granted by law as they pertain to the employment of classified exempt employees.

Section 2 Rights of the Board of Education

(a) The Board of Education shall have the right to make and enforce rules and regulations not inconsistent with laws as they pertain to exempt employees.

Section 3 Vacancy Announcements/Assignment/Transfer

(a) When a vacancy in a district exempt position occurs, a "Notice of Vacancy" will be posted on the district website for a period of five (5) days. Exempt employees interested in a position shall submit a letter of interest in the position to the Superintendent or designee within the five (5) day posting period.

(b) The responsibility for recommendation of an individual to fill an exempt employee position shall be vested in the Superintendent with the exception of a vacancy in the Treasurer's office. A position in the Treasurer's office shall be vested in the Treasurer.

(c) The Superintendent, when reviewing a transfer request by an exempt employee, shall consider the exempt employee's success in former positions, the exempt employee's qualifications for the position, recommendations of the exempt employee's supervisor(s), and the exempt employee's length of service to the district in former position(s). The Superintendent reserves the right to make the final determination on qualifications.

(d) Exempt employees who wish to transfer from their exempt position to an SCEA bargaining unit position shall be considered for such a transfer only after all bargaining unit members have first been considered for the vacant bargaining unit position.

(e) If an exempt employee is considered for a transfer to a bargaining unit position, the terms and conditions of employment in said position shall be outlined in the negotiated agreement between the Board and SCEA.

(f) The Superintendent may reassign an exempt employee if said reassignment shall facilitate the efficient operation of the school district.

Section 4 Exempt Employee Advisory Committee

(a) Since the central administrative office involves the efforts of many people, it functions best when all personnel are informed of the district's major activities and concerns. Problems and unfavorable attitudes can develop when exempt employees are denied information essential for the performance of their respective assignments or when they feel their ideas and concerns are not heard. Morale is enhanced when exempt employees are assured that their voices are willingly heard by those in positions of administrative authority.

(b) In an effort to enhance exempt employee morale, improve communications, and solve problems as they relate to exempt employees of the Springboro Schools, the Superintendent may establish and maintain an exempt employee advisory committee composed of all exempt employees. The committee shall meet with the Superintendent as needed at the request of the Superintendent or the exempt employees.

Section 5 Communications to Superintendent and Board

(a) Communications to the Superintendent or designee and Board shall be as follows: Staff member to immediate supervisor, to Superintendent, to the Board of Education. It shall be the responsibility of all supervisors and administrators to transmit concerns addressed by exempt employees to the Superintendent.

(b) Treasurer Department staff shall report directly to the Treasurer. In the event of a conflict, Treasurer Department staff can communicate directly to the Human Resources Director to begin addressing concerns.

Section 6 Exempt Employee Job Descriptions

(a) The Superintendent has developed job descriptions for all current exempt positions. Each exempt employee shall be entitled to receive a copy of the job description for his/her position. Any changes in job descriptions shall be distributed to the affected exempt employee prior to implementation.

(b) It is the prerogative of the Superintendent to develop new job descriptions for new exempt positions. Wages, terms, and conditions of employment for such new positions shall be at the discretion of the Superintendent and Board of Education.

Section 7 Responsibility to Perform

(a) Exempt employees are required at all times to perform their normal duties as assigned by the Superintendent or designee and as outlined in their respective job description. Exempt employees who fail to perform their required duties may be subject to disciplinary measures in accordance with the policies of the Board of Education.

CHAPTER III
PERSONNEL RECORDS

Section 1 Contents of Personnel Records

(a) All official personnel records will be filed in the Superintendent's office or Treasurer's office on a current basis. These personnel records may include:

1. Application for employment, including references;
2. Nomination form;
3. Copy of latest wage notice;
4. Ohio certificates and licenses that are necessary for the job;
5. Evaluation(s);
6. Transcript(s) of additional training taken in relation to the job; or certified copy;
7. Record of military service;
8. Recommendations/reprimands; and
9. Other documents properly placed in the personnel file.

Section 2 Access to Records

(a) Each exempt employee will have access to the contents of his/her own personnel file, with the exception of pre-employment references. This file may be opened in the presence of the Superintendent or a member of the Superintendent's staff.

(b) An exempt employee's personnel file shall be deemed confidential information and shall not be open to the public, except as provided by law. An exempt employee's medical file shall be deemed confidential and shall not be open to the public.

Section 3 Material Placed in Personnel Files

(a) An exempt employee will be given a copy of any material placed in his/her file.

(b) Unsigned complaints shall not be placed in a personnel file or made a matter of record.

Section 4 Notification of Complaints of Record

(a) Exempt employees will be informed of any complaint which is directed toward them which will become a matter of record.

(b) Such complaints shall be initially investigated by the exempt employee's immediate supervisor. If, as a result of this preliminary investigation, there is a possibility that any disciplinary action of record will be taken, the supervisor shall meet with the exempt employee to fully review the matter.

(c) After the supervisor reviews the complaint, he/she shall issue a determination about the validity of the complaint and any subsequent disciplinary action.

Section 5 Exempt Employee Right to Copies of File Material

(a) An exempt employee shall be entitled to a copy of any material in his/her file except the material originally supplied to the administration as confidential prior to employment.

CHAPTER IV

JOB SECURITY

Section 1 Probationary Period

(a) The probationary period for all new exempt employees shall be one (1) year from the first day on the job. The probationary period for all exempt employees who have completed their initial probationary period and who are transferred/promoted to a different job classification/position shall be thirty (30) calendar days from the day on the job in such new classification/position.

(b) After completion of the probationary period, exempt employees may be disciplined, suspended or terminated consistent with Section 3. If certification of fitness for employment is required by any agency, department or body of government, the failure to attain or retain such certification may be a cause for removal.

(c) If the service of a new exempt employee is unsatisfactory, he/she may be reduced or removed from service with the Board at any time during the initial probationary period.

Section 2 Performance Deficiencies

(a) Deficiencies in an exempt employee's work performance and/or other work related areas should be brought to the attention of the exempt employee within reasonable time after the deficiencies are observed or brought to the attention of the exempt employee's supervisor in order to give the exempt employee a reasonable time and a reasonable opportunity to correct such deficiencies.

Section 3 Exempt Employee Discipline Procedures

(a) In the event that it is necessary to take disciplinary action against an exempt employee, the exempt employee shall be notified of specific acts or omissions upon which the disciplinary action is based.

(b) Disciplinary action for exempt employees may include, but shall not be limited to, verbal warning, written warning, suspension without pay, or termination. In the event it is necessary to suspend or terminate from employment an exempt employee, it shall be done in accordance with all applicable provisions of the Ohio Revised Code.

CHAPTER V

EVALUATION

Section 1 Objective of Evaluation

- (a) To assess and improve the total work performance of each exempt employee.
- (b) To assist the exempt employee to become more effective in the performance of his/her work assignment.

Section 2 Frequency of Evaluation

- (a) Probationary employees shall be evaluated at the six-month anniversary of their employment and at least 30 days prior to the end of their one-year probationary period.
- (b) A performance evaluation shall be conducted for each non probationary exempt employee annually during the July 1st through June 30th period.

Section 3 Evaluation Procedures

- (a) The Superintendent shall develop a performance evaluation document.
- (b) Each supervisor will annually explain the evaluation procedure to each exempt employee. This can be done in a group meeting. At the time of the explanation, the exempt employee will be provided with the evaluation document.
- (c) The evaluation form shall be used to record the results of exempt employee performance evaluation.
- (d) A conference shall be held with each employee to discuss the results of his/her performance evaluation.
- (e) The exempt employee and the exempt employee's supervisor shall sign the evaluation form. The signature of the exempt employee does not mean approval or disapproval of the evaluation, but only that the evaluation has been reviewed and the employee has received a copy of the evaluation. If the employee refuses to sign, the supervisor may note such refusal on the evaluation form.
- (f) A copy of each evaluation form, as reviewed with the exempt employee, shall be given to the exempt employee at the conclusion of the evaluation conference. A copy shall also be forwarded to the Superintendent to be filed in the exempt employee's personnel file.
- (g) An exempt employee may present written comments or rebuttal to his/her evaluation within fourteen (14) calendar days of receipt of a copy of the evaluation, which shall be attached to and considered part of the exempt employee's evaluation form.

CHAPTER VI

LEAVES

Section 1 Sick Leave

(a) Days of absence authorized under this provision shall be deducted from the sick leave accumulation.

(b) Each employee shall be entitled to earn one and one-fourth (1 ¼) days of sick leave for each month under contract up to 15 days per year. The maximum accumulation of sick leave for full-time employees shall be three-hundred (300) days. This limit shall be increased for employees who are at the maximum up to an additional ten (10) days for personal leave days unused and converted to sick leave; provided, however employees who are at the maximum sick leave accumulation at the end of the school year prior to their date of retirement shall be permitted to use sick leave which would have been earned during such school year of retirement before using the accumulated sick leave carried over into the last school year.

(c) Exempt employees who render part-time service shall be entitled to sick leave for the time actually worked at the rate of the full time exempt employee.

(d) Accrued sick leave credits shall be allowed to exempt employees transferring their employment for other Boards of Education or other political subdivisions in Ohio, provided such credits have been computed under the minimum requirements of the laws of the State of Ohio and do not exceed the cap on sick leave indicated in (b) above.

(e) On reporting to duty, each exempt employee shall be credited with five (5) days sick leave.

A new exempt employee shall not accumulate sick leave until such time as the sick leave he/she would have accumulated equals the amount of sick leave he/she was advanced. Thereafter, he/she shall accumulate sick leave at the rate set forth in (b) above.

Exempt employees who have been employed in the school district for a period of one (1) or more years and who have consumed all previously accumulated sick leave may be granted an advancement for the number of sick leave days the exempt employee will earn to the end of the current contract year up to a maximum of five (5) days on their sick leave to be earned thereafter. Any such exempt employee who thus received an advancement of sick leave shall make written application therefore on a form provided by his/her supervisor on which he/she shall also allege an intention to return to the employ of the school district upon recovery or to pay, such payment to be either by payroll deduction from money due him/her from the school district or by direct payment. Such application shall be accompanied by the statement of a physician that he/she will be physically able to return to his/her assignment upon recovery and shall also give the anticipated date of return.

(f) The same accrual of one and one-fourth (1-1/4) days per month of service shall continue during the use of sick leave, provided the exempt employee has not been officially separated from the payroll.

(g) Sick leave usage shall be granted for the following:

(1) Sick leave shall represent absence due to illness, injury or exposure to contagious disease.

(2) Sick leave shall also represent absence due to illness or death in the exempt employee's immediate family.

(3) Disability due to pregnancy and/or delivery. (Sick leave may be utilized only during the period of time the exempt employee is actually disabled and unable to perform her normal duties. If additional time off is desired, child care leave must be utilized.)

(4) Definitions:

(a) Immediate Family - where sickness is concerned, "immediate family" shall be defined to mean spouse, father, father-in-law, mother, mother-in-law, sister, brother, child, grandchild with a serious medical condition or any other person living as a dependent in the exempt employee's household as approved at the sole discretion of the Superintendent.

(b) Where death is concerned, "immediate family" shall be defined to mean father, mother, husband, wife, son, daughter, step-child (son or daughter of current spouse), father and mother-in-law, son and daughter-in-law, brother and sister, brother and sister-in-law, aunt and uncle, niece and nephew, grandparent and grandparent-in-law, step-parent, and grandchild. The immediate family shall also include the death of a person the exempt employee has been supporting, whether a relative or not.

(5) Sick leave usage to attend the funeral of a member of the exempt employee's immediate family shall be:

(a) five (5) days when due to the death of the exempt employee's father, mother, spouse, son, or daughter; and

(b) three (3) days when due to the death of any other member of the exempt employee's immediate family. (Note: Additional sick leave usage may be used if the exempt employee is otherwise eligible to use sick leave.)

(c) An exempt employee may use one day of sick leave per school year (July 1 – June 30) to attend the funeral of a person not identified as a member of the employee's immediate family.

(6) Sick leave for immediate family not residing in the same household shall be granted to a maximum of ten (10) consecutive days upon certification by the exempt employee that the family member is seriously ill and the exempt employee's presence is required.

(7) An exempt employee may request additional sick leave from the Superintendent in unusual situations not listed above.

(8) Any accumulated sick leave of a person separated from any other public service shall be transferable if the exempt employee returns to employment within one (1) year of separation.

(9) If sick leave is taken and medical attention is required, the Board may request a

signed statement to justify the use of sick leave.

(10) The Superintendent may, in the exercise of his sole discretion, require any exempt employee applying to use sick leave for ten (10) or more consecutive days in any school year to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the exempt employee is disabled and not able to work with or without restrictions/limitations and if the exempt employee is able to work with restrictions/limitations, to work out the reasonable accommodations necessary, if possible, to enable the exempt employee to do so.

In the event the exempt employee's physician and the physician selected by the Superintendent do not agree on any matter, they shall jointly refer the matter to a third physician mutually acceptable to such physicians who shall consider the reports of the two physicians, examine the exempt employee, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal.

The exempt employee is responsible for all expenses incurred from his/her physician.

The Board is responsible for all expenses incurred from the physician selected by the Superintendent and for the cost of the third physician.

(11) Falsification of sick leave statements shall be grounds for immediate termination.

(h) Return from Sick leave in excess of ten (10) work days:

(1) An exempt employee returning to work following a personal illness which required absence of ten (10) or more work days must furnish the Superintendent with a statement from his/her attending physician certifying the exempt employee's ability to return to active working status. If the exempt employee's physician is unable to certify that the exempt employee is able to resume his/her full and normal job duties without limitations, the attending physician shall provide the full particulars on any limitations/restrictions in place and the likely duration of such.

In the event there are restrictions/limitations, a meeting will be held with the exempt employee before a determination is made on whether the exempt employee may/may not return to active working status.

If, as a result of this meeting, the Superintendent determines that the exempt employee can return to work with restrictions/limitations, the Superintendent and the exempt employee will then work out the reasonable accommodations necessary, if possible, to enable the exempt employee to do so.

(2) The Superintendent may, in the exercise of his sole discretion, require any exempt employee desiring the return to active working

status following such absence to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the exempt employee is able to return to work with or without restrictions/limitations and if the exempt employee is able to return to work with restrictions/limitations, to work out the reasonable accommodations necessary, if possible, to enable the exempt employee to do so. In the event the exempt employee's physician and the physician selected by the Superintendent do not agree on any matter, they shall jointly refer the matter to a third physician mutually acceptable to such physicians who shall consider the reports of the two physicians, examine the exempt physician, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal. The exempt employee is responsible for all expenses incurred from his/her physician. The Board is responsible for all expenses incurred from the physician selected by the Superintendent and the cost of the third physician.

(i) An employee will receive an attendance incentive of one hundred seventy-five dollars (\$175) in the second pay of August if the employee does not use any sick leave or take any unpaid leave of absence during the previous fiscal year (July 1-June 30).

Section 2 Exhaustion of Sick Leave

(a) Exempt employees who exhausted all sick leave they have earned or have credited to their account as an advance and are unable to report to work shall automatically, for up to thirty (30) days, but not less than twenty-one (21) be deemed on leave-without-pay status.

During this period of unpaid medical leave, the exempt employee MUST apply for appropriate leave to cover the absence from work. Failure to properly apply for appropriate leave during this period of unpaid medical leave is grounds for termination of the exempt employee's contract for willful failure to return to work.

Section 3 Personal Business Days

(a) All exempt employees will be allowed four (4) days personal business absence per year for business and personal reasons with the approval of the Superintendent or designee. Personal business days may be cumulative to five (5) days.

(b) Except in the case of an emergency which precludes advance request, personal leave shall be requested at least seven (7) calendar days before use on a form to be provided by the Board.

(c) At the end of each school year (June 30), an employee with unused personal leave days shall select one of the following:

1. Carry over one (1) day to the following year for a maximum of five (5) days of personal leave; or

2. Transfer to the employee's sick leave account up to the maximum accumulation allowed. For employees who have the maximum number of sick days accumulated, unused personal days (maximum of five (5) per year) may be converted to sick leave days, not to exceed ten (10) additional days; or

3. Receive per-diem rate of pay for each unused personal leave days.

Section 4 Medical/Disability Leave

(a) Upon application and formal approval by the Superintendent, an exempt employee shall be granted an unpaid, medical or disability leave of absence. Said leave shall be for a period of time not to exceed one (1) year from the effective date of the leave but will be extended for additional period(s) to a maximum of two (2) total years of medical/disability leave upon submission of appropriate disability verification. The Superintendent may consider a written request for up to one-year extension of an approved medical leave of absence. All applications for unpaid leave shall include a termination date.

(b) An exempt employee on a medical leave of absence shall verify in writing to the Superintendent his/her desire to return to work within thirty (30) calendar days of the end of the leave. These timelines may be waived by mutual consent of both parties.

(c) An exempt employee returning to work following an approved medical/disability leave of absence must furnish the Superintendent with a statement from his/her attending physician certifying the exempt employee's ability to return to active working status. If the exempt employee's physician is unable to certify that the exempt employee is able to resume his/her full and normal job duties without limitations, the attending physician shall provide the full particulars on any limitations/restrictions in place and the likely duration of such.

In the event there are restrictions/limitations, a meeting will be held with the exempt employee before a determination is made on whether the exempt employee may/may not return to active working status. If, as a result of this meeting, the Superintendent determines that the exempt employee can return to work with restrictions/limitations, the Superintendent and the exempt employee will then work out the reasonable accommodations necessary, if possible, to enable the exempt to do so.

(d) The Superintendent may, in the exercise of his sole discretion, require any exempt employee desiring to return to active working status to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the exempt employee is able to return to work with or without restrictions/limitations and if the exempt employee is able to return to work with restrictions/limitations, to work out the reasonable accommodations necessary, if possible, to enable the exempt employee to do so.

In the event the exempt employee's physician and the physician selected by the Superintendent do not agree on any matter, they shall jointly refer the matter to a third physician mutually acceptable to such physicians who shall consider the reports of the two physicians, examine the exempt employee, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal. The exempt employee is responsible for all expenses incurred from his/her

physician. The Board is responsible for all expenses incurred from the physician selected by the Superintendent and for the cost of the third physician.

Section 5 Child Care Leave

(a) If an exempt employee desires to take child care leave, he/she shall notify his/her supervisor no later than four (4) months from the date upon which he/she plans to start the leave and his/her anticipated date of return.

(b) The total length of child care leave shall not exceed one (1) calendar year from the date he/she begins leave.

(c) Leave granted under this section shall be deemed leave granted under the Family and Medical Leave provisions of this handbook.

Section 6 Adoption Leave

(a) Any exempt employee shall, upon request, receive an unpaid leave of absence for the adoption of a child. If the child's age is less than the amount required for enrollment for kindergarten, the leave shall be up to one (1) school year. Otherwise, the leave shall not exceed ninety (90) calendar days.

(b) Leave granted under this section shall be deemed leave granted under the Family and Medical Leave provisions of this handbook.

Section 7 Other Leaves

(a) Jury Duty

An exempt employee shall be entitled to leave without loss of pay for any time the exempt employee is required to perform jury duty. The Board shall pay the exempt employee his/her regular hourly rate of pay. The exempt employee shall deliver over to the Treasurer and endorse his/her jury duty check from the Clerk of Courts, if said amount is less than his/her normal daily pay. If the fee is greater than his/her normal daily pay, the exempt employee shall deliver over to the Treasurer the amount equal to his/her daily pay. Any meal, mileage, and/or parking allowance provided the exempt employee for jury duty shall not be considered in the amount received for jury duty.

(b) Court Leave

In cases where an exempt employee is subpoenaed or summoned to appear in any court in cases which are school related, he/she shall be paid his/her regular hourly rate of pay. The exempt employee shall deliver over to the Treasurer and endorse his/her witness fee check from the Clerk of Courts, if said amount is less than his/her normal daily pay. If the fee is greater than his/her normal daily pay, the exempt employee shall deliver over to the Treasurer the amount equal to his/her daily pay.

In cases where an exempt employee is subpoenaed or summoned to appear in court for a case which is not school related, the exempt employee will be given time off work without pay, unless the time off is charged to personal leave.

(c) Military Leave

All exempt employees, who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States, shall be granted leaves of absence and pay in accordance with the Ohio Revised Code.

(d) Administrative Leave

The Superintendent may authorize paid or unpaid administrative leave for other justifiable emergency and/or extraordinary situations, up to fifteen (15) days per school year per employee. The employee's reason for requesting such a leave shall be stated in writing.

Section 8 Absence Not Covered by Leave

(a) Any absence not covered by approved leave shall be deducted from an exempt employee's salary.

Section 9 Family and Medical Leave

(a) Employees who have been continuously employed for at least one (1) year and have either worked for at least 1250 hours during the twelve (12) month period immediately preceding the date when the application to take this leave is filed and was employed under a regular contract during the twelve (12) month period immediately preceding the date when the application to take this leave is filed, shall be eligible for "Family and Medical Leave" in accordance with the Family and Medical Leave Act, Public Law 103-3.

(b) Family and Medical Leave may be taken by employees who are temporarily unable to work due to:

(1) birth of a child where the exempt employee is needed to care for such newborn (see Section 5 above);

(2) placement of a child with the exempt employee for adoption or foster care (see Section 6 above);

(3) the need for the exempt employee to care for a spouse, son, daughter, or parent with a serious health condition (family care leave);

(4) serious health conditions of the exempt employee, as defined by the U.S. Department of Labor Regulations, that make the exempt employee unable to perform essential functions of his/her job (with or without reasonable accommodations for the disability, if such is required) (employee disability leave).

(c) Child Care Leave and Adoption Leave taken under this section as Family and Medical Leave may commence at any time during the one (1) year period following the date of birth or date of placement for adoption.

(d) No more than twelve (12) weeks of Family and Medical Leave, as such, will be granted in any twelve (12) month period commencing with the first day of usage.

(e) Where the necessity for this leave is foreseeable, the exempt employee must give notice by requesting this leave, in writing, at least thirty (30) days prior to the onset of the leave. Such written notice shall be filed with the Superintendent. In those situations where the exempt employee is unable to give this thirty (30) day notice, notice of the request for the leave must be given at the earliest time possible, considering all the circumstances present.

(f) When "family care leave" or "employee disability leave" is foreseeable, based on planned medical treatment, the exempt employee should try to schedule such planned medical treatment during non-assigned duty time.

(g) Request for "family care leave" must be supported by a health care provider certification verifying that a serious health condition exists and that the exempt employee is needed to care for the family member and the estimated time needed for such care.

Requests for "employee disability leave" must be supported by a health care provider certification verifying that a serious health condition exists and a statement that the exempt employee is unable to perform the essential functions of his/her position.

Requests for "intermittent or reduced schedule family care leave" or "reduced schedule employee disability leave" must be further supported by medical certification as to the necessity and expected duration of the leave; and, for planned medical treatments, the dates and duration of each treatment.

(h) Exempt employees covered by the medical insurance program set forth in INSURANCE, at the onset of a leave secured under this section may continue to participate in the program during the leave on the same terms and conditions that would have applied had no leave been taken. The premium portion payable by the employee, if any, is due on the first day of the month.

(i) Except as specifically required by other provisions of this Handbook with respect to any other type of leave taken concurrently with leave taken under this Section, no other employment benefits accrue during a family and medical leave and no other paid leave benefits (e.g., holiday pay) will be paid if such occur during a family and medical leave. The length of service of an exempt employee on an approved family medical leave of absence shall not be broken, and the time spent on such leave shall be counted as continuous service.

(j) Where there is medical necessity for "intermittent leave" or "reduced schedule leave" or "family care leave" or "employee disability leave", such are available, subject to agreement between the Board and the employee. However, the Board may require the employee to transfer for the duration of the leave to an equivalent position that better accommodates the proposed intermittent or reduced leave schedule, if such a position exists within the exempt employee's classification. Exempt employees on an intermittent or reduced leave schedule will have their salaries and/or hourly pay reduced to reflect the hours or days missed due to such leave unless paid leave (e.g., sick pay) is otherwise payable for time off work while on Family and Medical Leave pursuant to other provisions of this Handbook.

(k) Exempt employees with accrued but unused personal days or sick leave days must use such paid leave first as part of any "family care leave" and/or "employee disability leave" taken under this section. A request to use Family and Medical Leave under this section shall also be deemed a request to take any paid leave (e.g., sick leave, personal days) the employee is eligible to take. Approval to take Family and Medical Leave also constitutes approval to take such other leave.

(l) Exempt employees who apply for and take a leave of absence under other sections (e.g., sick leave, medical/disability leave, child care leave or adoption leave), which leave is for a reason for which the employee would also be eligible for Family and Medical Leave under this section and/or the Family and Medical Leave Act, shall also be deemed to be on Family and Medical Leave under this section and shall be so notified by the Treasurer's office.

(m) When returning from leave under this section, the exempt employee will be placed in the same position that he/she held before taking this leave. If the exempt employee was transferred to accommodate an intermittent leave or reduced hours leave, the exempt employee will be returned to the position he/she held before being transferred for accommodation of the intermittent leave or reduced hours leave. If Family and Medical Leave is taken in conjunction with Child Care Leave, Adoption Leave or Medical/Disability Leave as provided in the sections above, the provisions of those section(s), whichever is applicable, shall govern the return to work conditions for the employee.

(n) The provisions of "Sick Leave" and "Medical/Disability Leave" shall also be applicable to the return of an exempt employee from "Employee Disability Leave" granted under this section.

(o) In the event the Family and Medical Leave Act is repealed, this section shall be null and void and of no further force and effect.

CHAPTER VII

WORKING CONDITIONS

Section 1 Work Rules

(a) Exempt employees assigned to the central office shall be subject to the rules and regulations established by the Superintendent and/or the exempt employee's immediate supervisor. To the extent practicable, all rules and policies established by the Board and/or the Superintendent shall be in writing and communicated to the exempt employees.

Section 2 Work Days

(a) All exempt employees shall work 260 days per year except for positions whose job description states otherwise.

(b) The work week, for purposes of computation of earnings, will start at 12:00 a.m. each Sunday and end at 12:00 (midnight) the following Sunday.

Section 3 Hours of Work

(a) Hours of work for all regular full-time exempt employees will be assigned by the Superintendent or designee. When unusual conditions or governmental regulations require different hours, the Superintendent or designee may adjust the work schedule to cover job requirements. Any deviation in the exempt employee's assigned work schedule must be approved in advance by the exempt employee's supervisor.

(b) Exempt employees are required to accurately report all regular and overtime hours worked and all break and lunch time on time sheets provided by the Board. These time sheets must be prepared and signed by the employee and approved by the employee's supervisor.

Section 4 Overtime/Compensatory Time

(a) It is the prerogative of the Superintendent or his designee to determine when and what work will be performed by exempt employees on an overtime/compensatory basis.

(b) An exempt employee may elect to receive either compensatory time equal to one and one-half (1-1/2) times the extra hours worked beyond forty (40), or pay at the rate of time and one-half (1-1/2) for all hours worked beyond forty (40) hours each week. Each exempt employee must notify his/her supervisor at the time the extra hours are reported on the timecard of the exempt employee's decision to take either overtime pay or compensatory time.

(c) In no case shall accumulated compensatory time exceed 40 hours. Compensatory time off can only be taken at a time mutually agreeable to the exempt employee and the exempt employee's supervisor.

(d) When computing hours worked, sick leave, personal leave, vacation days, paid holidays, and calamity days which fall within the normal work week shall count as hours worked.

(e) Pay for actual work on a paid holiday, when directed by the supervisor, shall be at double time for all hours worked in addition to holiday pay.

(f) All overtime shall be authorized in advance by the exempt employee's supervisor. A timesheet for overtime shall be signed by the exempt employee and approved by the supervisor.

(g) Payment of overtime shall be made according to the "Pay Schedule" developed annually by the Treasurer.

Section 5 Break Time

(a) Eight (8) hour exempt employees shall be entitled to a paid one-half (1/2) hour lunch period during the exempt employee's eight (8) hour day. Additional compensation or compensatory time shall not be paid to exempt employees who may from time-to-time have to work through their lunch period or have their lunch period interrupted.

(b) Eight (8) hour exempt employees shall also receive a fifteen (15) minute break during the first four (4) hours of work and a fifteen (15) minute break during the second four (4) hours of work.

(c) Exempt employees who work eight (8) hours per day, upon approval of their supervisor, may combine their breaks with their lunch period and take a one (1) hour lunch break.

(d) Exempt employees who work between five (5) and eight (8) consecutive hours daily shall receive two fifteen (15) minute breaks each day, or one (1) thirty (30) minute break daily.

(e) Exempt employees who work between four (4) and five (5) consecutive hours daily shall receive one (1) fifteen (15) minute break per day.

(f) Exempt employees who work less than (4) hours daily shall not be entitled to break time.

(g) All lunch and break time as outlined in this section must be arranged at the mutual convenience of the exempt employee and supervisor.

Section 6 Calamity Days and Pay

(a) All exempt employees shall be paid for all time lost when all schools of the district are closed owing to an epidemic or other public calamity. The maximum number of days payable for not working during any school year shall be five (5) days. In the event schools are closed for more than five (5) days, pay for such days off work will be advanced against earnings to be earned when the days are made up. If an exempt employee is called in to work on a calamity day, they will receive regular pay plus time worked.

(b) Exempt employees shall not be required to report for work on a calamity day, unless called by the Superintendent or immediate Supervisor. Exempt employees required to work on a calamity day shall be paid double time for all hours actually worked on such day.

(c) An exempt employee who has been granted sick leave, personal leave, or vacation on a day which is declared a calamity day shall not be charged with such leave on such calamity day unless the exempt employee on such leave is required to work on such calamity day.

(d) Exempt employees have the option to report 1 to 2 hours late on calamity delay days with no loss of pay.

Section 7 Accident Reports

(a) Exempt employees shall be required to report through Public School Works any accidents causing personal injury through the Public School Works Website.

Section 8 Mileage/Meetings

(a) Any exempt employee using his/her private vehicle for Board business at the request of the responsible supervisor shall be reimbursed for such use at the rate established by the Internal Revenue Service upon submission of proper evidence of mileage on a statement signed by the responsible supervisor.

(b) Exempt employees who are required to attend seminars, workshops or conferences related to their assignments shall be reimbursed at their regularly scheduled hourly rate of pay for the time spent at the meeting plus any and all transportation, registration, meals, and lodging that may be applicable.

Section 9 Drug/Alcohol Free Schools

(a) Purpose

The Board believes that quality of work performance is not possible in an environment affected by illegal drug use and/or abuse of alcoholic beverages. To that end, the Board seeks to establish and maintain a drug/alcohol-free work setting in full compliance with federal, state, and local laws, including the Drug Free Workplace Act and the Drug-Free Schools and Communities Act.

(b) Drug Testing

Nothing in this section shall be interpreted as requiring an exempt employee to submit to urinalysis tests for controlled substances; however, it is understood that the Board may require such tests to the extent testing is required by federal or state law. The exempt employee will be paid for all the time spent having a test. The Board will pay the cost of any test which the exempt employee passes. The exempt employee will be responsible for paying for any test which he/she fails to pass.

(c) Confidentiality

Information provided to administrative personnel concerning medical problems related to substance abuse or chemical dependency of an exempt employee shall be considered part of the exempt employee's medical record and shall be treated as confidential. However, performance problems, attendance, or rules violations

will be documented, reported or otherwise treated as ordinary personnel information even if related to substance abuse or chemical dependency.

(d) Notification

At the beginning of each school year, all exempt employees will receive a copy of the Drug/Alcohol Policy which includes the disciplinary sanctions to be reviewed and acknowledged electronically through Public School Works. The annual review of this Section of Board Policy will emphasize that compliance is mandatory.

(e) Board Policies

The Board may adopt policies, rules, and procedures to implement the terms of this Section.

(f) Prohibited Conduct

The unlawful manufacture, distribution, dispensation, possession, use, or being under the influence of alcoholic beverages and/or controlled substances (illegal drugs) by any exempt employee, during working hours, on Board premises, or at any activity or function sponsored by or related to employment with the Board, is prohibited. "Premises" includes vehicles owned by, or being driven on behalf of the Springboro Community City School District, as well as parking lots, playgrounds, and other property owned by Springboro Community City Schools.

"Controlled Substance" refers to drugs subject to federal or state regulation, making their manufacture, dispensation, distribution, possession or use a crime, this includes but is not limited to Cannabis, Cocaine, Amphetamines, Barbiturates, and Heroin. Medications used as prescribed by a treating physician or dentist are excluded.

(g) Drug-Related Criminal Conviction

Exempt employees convicted (including a guilty or no contest plea) of violating any federal, state, or local criminal law, where the violation occurred during work hours, or on Board premises, must report the conviction to the Superintendent within five (5) business days of a conviction. Where said criminal offense is a minor misdemeanor, the exempt employee shall be referred for involuntary rehabilitation in lieu of a 5-day suspension without pay. Failure to participate in rehabilitation or a subsequent conviction for minor misdemeanor drug-related offenses will result in a 5-day suspension without pay. Convictions for offenses other than minor misdemeanors will result in discipline, up to and including termination, in accordance with contractual and statutory provisions. Failure to report the conviction(s) will result in termination.

(h) Penalties

Violations of the Board's Drug/Alcohol-Free Schools Policy will result in discipline up to and including termination, which action will be taken in accordance with contractual and/or statutory provisions.

Section 10 Smoke Free Environment

(a) No smoking will be permitted in the central administrative offices or on grounds outside the offices, in any school building, on any school grounds, or in any school vehicle.

(b) Violation of this prohibition will result in discipline in accordance with IV, Section 3 of this handbook.

CHAPTER VIII

SALARY SCHEDULE PROVISIONS

Section 1 Salary Schedule

- (a) **Appendix A** is the exempt employee hourly rate schedule.
- (b) **Appendix B** is the salaried exempt employee rate schedule.
- (c) An exempt employee who is promoted to a different job classification will be placed on the salary schedule for that classification with the same credit for years of service as granted in his/her former position, beginning on the first day of the promotion and notwithstanding the thirty (30) calendar day probationary period.

Section 2 Payroll Practices

- (a) All exempt employees will have their checks electronically deposited (Direct Deposit) to a Financial Institution of their choice.

Section 3 Payroll Deductions

(a) The Board shall provide, through its Treasurer, payroll deductions for the purposes outlined below as a service to District exempt employees. The Board shall not assume any obligation, financial or otherwise, arising out of the provisions of this section. The individual exempt employee shall indemnify and hold the Board and its Treasurer harmless for any and all claims, grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action with respect to any payroll deduction of funds.

- (1) Retirement
- (2) Withholding tax for National, State, Local Governmental units, as required by law.
- (3) Health Care Insurance
- (4) Personal Insurance (i.e., Group Life, Optional Life, Disability or other Health Insurance)
- (5) Tax Sheltered Annuities
- (6) U.S. Government Savings Bonds
- (7) United Way
- (8) Credit Union
- (9) Any Court-Ordered Deductions
- (10) Voluntary Political Contributions

Section 4 Salary Schedule Placement

- (a) The Superintendent may, in the exercise of his sole discretion, grant service credit for salary placement purposes to any exempt employee based on the prior work experiences of

such exempt employee performing the same or similar type of work as that employee will be performing in the Springboro Schools.

(b) Each step on the salary schedule represents a full year of service. A full year of service at a minimum consists of service for at least one hundred and twenty (120) days in a position classification as defined by the Exempt Employee Salary Schedule during a fiscal year. Exempt employees who do not meet this minimum requirement in any year will not be advanced to the next step during the following school year.

CHAPTER IX

FRINGE BENEFIT PROVISIONS

Section 1 Severance Pay

(a) Severance pay shall be granted to exempt employees upon retirement. The amount of payment is to be determined as follows:

(1) For those exempt employees with ten (10) or more years of service to the Springboro Schools and retiring through SERS, the exempt employee's number of unused sick days shall be multiplied by twenty-five percent (25%) of the exempt employee's accumulated but unused sick leave, including personal days converted to sick leave pursuant to other provisions of this Handbook in excess of the maximum sick leave accumulation, if appropriate to do so pursuant to such other provisions.

(2) Solely for the purposes of this Section, an exempt employee with ten (10) years of service who dies while in active service of the Springboro Community City School District is deemed to have retired the day prior to his/her death.

(3) Severance payment shall be made only after the retirement has been accepted by the Board and after the exempt employee has presented notification to the Board from the School Employees Retirement System that they are officially accepted for retirement.

Section 2 Paid Holidays

(a) 260 Day Exempt Employees - shall receive pay for the following holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, December 24, Christmas Day, the three days between Christmas Day and December 31, December 31, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, and two (2) Floating Holidays on a day determined by the Superintendent, which does not have to be uniform for all employees.

(b) 230 Day Exempt Employees – shall receive pay for the following holidays: Labor Day, Thanksgiving Day, December 24, Christmas Day, New Year's Day, President's Day, Martin Luther King Day, Memorial Day, Juneteenth, and one (1) Floating Holiday on a day determined by the Superintendent, which does not have to be uniform for all employees.

(c) 220 Day Exempt Employees - shall receive pay for the following holidays: Labor Day, Thanksgiving Day, December 24, Christmas Day, New Year's Day, President's Day, Martin Luther King Day, Memorial Day, and one (1) Floating Holiday on a day determined by the Superintendent, which does not have to be uniform for all employees.

(d) 193 Day Exempt Employees - shall receive pay for the following holidays: Thanksgiving Day, Christmas Day, New Year's Day, President's Day, Martin Luther King Day.

(e) The Mental Health Coordinator does not receive holiday pay.

(f) When an allowed legal holiday falls on Saturday, exempt employees will not be required to work on the Friday preceding unless school is in session; if the holiday

falls on Sunday, exempt employees will not be required to work on the following day unless school is in session.

Section 3 Vacations

(a) All 260 day exempt employees shall be entitled to the following vacation with pay. Employees who work less than 260 days per year are not eligible for vacation days.

(1) After completion of one (1) year of service and through completion of year four (4) with the Board - 12 days vacation.

(2) After completion of five (5) years of service and through completion of year eight (8) with the Board - 17 days vacation.

(3) After completion of nine (9) years of service and through completion of year twelve (12) - 20 days vacation.

(4) After completion of thirteen (13) years of service and through completion of year fifteen (15) - 22 days of vacation.

(5) After completion of sixteen (16) years of service - 25 days of vacation.

(b) Requests for vacation shall be made in advance of the dates requested. Requests must be approved by the immediate supervisor.

(c) Exempt employees are encouraged to take annually all vacation time for which they are eligible, but may carry over unused vacation time to a maximum of forty (40) days. Exempt Employees may sell back to the district two (2) vacation days per contract year (July 1 – June 30).

(d) Upon separation from employment, due to resignation, death, or retirement, the exempt employee shall be entitled to compensation at his/her current rate of pay for all accrued and unused vacation leave to the exempt employee's credit at the time of separation.

(e) In the event of death, the accrued and unused vacation leave shall be paid to the exempt employee's estate in accordance with ORC 2113.04.

Section 4 Worker's Compensation

(a) An exempt employee who is injured in the line of duty shall be eligible to receive such compensation and expenses as prescribed by the Workers' Compensation Laws of the State of Ohio.

(b) An employee will not be required to use accumulated sick leave while receiving Workers' Compensation; however, he/she will be permitted to use sick leave days until Workers' Compensation benefits are approved and received by the employee. All used sick leave days shall then be credited back to the employee.

Section 5 Physical Examination

(a) The Board shall reimburse the exempt employee for any cost of any physical examination required by the Board and conducted by a Board designated physician.

Section 6 SERS Pick-Up

(a) The Board will pick up (assume and pay) contributions to the State Employees Retirement System upon behalf of the exempt employee on the following terms and conditions:

(1) An amount equal to the exempt employee's total contribution will be picked up and paid on behalf of each exempt employee, including contributions on supplemental earnings.

(2) The Board shall compute and remit all applicable contributions to SERS based upon annual salaries and any other earned compensation(s).*

(3) The pick-up percentage shall apply uniformly to all exempt employees and no exempt employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick-up.

(4) Definitions

**Annual Salary* - the adjusted salary plus the Board pick-up of the exempt employee's contribution to SERS.

**Adjusted Salary* - the annual salary minus the Board pick up (salary which appears on the exempt employee's W-2 form).

(4) Said "pick-up" shall not result in additional cost to the Board.

Section 7 Insurance Program

Any Physician, Surgical, Major Medical, Dental, Vision and Prescription Drug Benefits Programs provided by this handbook shall be the same or substantially similar to the plan currently in effect. However, in the event of the occurrence of one of the following events, the Board may provide another plan. The events are: the offered plan, or a substantially similar plan, is no longer available, the plan or any successor plan, increases in cost by 10% or more; or, the cost of a substantially similar plan is 10% or more than the cost of the plan then in place.

Prior to sending out the RFP, the Superintendent shall meet with the Insurance Committee, which includes the president of the Springboro Education Association, the president of the Springboro Classified Association, a representative for the administrators, and a representative for the Exempt Employees.

(a) Effective during the period of this Handbook, the following insurance program shall be available for all regular and short hour eligible exempt employees who complete the required applications for such insurance and transmit such applications to the Treasurer of the Board. Appropriate information and application forms will be provided to all new

exempt employees by the Board at the time of pre-employment processing, and it is desirable that such applications be completed and filed at that time if the exempt employee desires insurance coverage.

(1) Physician, Surgical, Major Medical, Vision Care, Prescription Drug, and Dental expense benefits for exempt employees and dependents of exempt employees providing the benefits which are more fully described in the "Master Plan Document" issued by the Insurance Administrator, or its equivalent secured from another source, or self-insured in whole or in part by the Board.

(2) The foregoing Physician, Surgical, Major Medical, and Prescription Drug benefits will be provided through a fully insured program. The particulars of this insurance program shall be in accordance with the agreed upon insurance certificate as it exists on the effective date of the new insurance program.

(b) The foregoing Physician, Surgical, Major Medical, Dental, Vision Care, and Prescription Drug Benefits Programs shall be available for all exempt employees on the active working payroll who have made application for such insurance on or before the effective date of this Handbook, who are regular exempt employees employed by the Board, who work at least fifteen (15) hours per week, and for whom such coverage is in effect prior to the effective date of this handbook.

(c) The foregoing Physician, Surgical, Major Medical, Dental, Vision Care, and Prescription Drug Benefits Programs shall be available for all exempt employees who make application for such insurance and/or such exempt employees who are hired after the effective date of this Handbook, for all such employees who are regular exempt employees of the Board, who work at least fifteen (15) hours per week, and who have completed the required insurance forms and have the same filed with the office of the Treasurer of the Board; provided, however, employees presently covered only by the Prescription Drug Benefit Program may continue to be covered only by such benefit. All other employees must be covered by the full program. Upon completion and filing of the required insurance forms, on or prior to the thirtieth (30th) day of employment on the active working payroll, coverage becomes effective on the first day of the month following the month when first on active working payroll.

(d) The foregoing Physician, Surgical, Major Medical, Dental, Vision Care, and Prescription Drug Benefits Programs shall be provided to exempt employees employed twenty-five (25) or more hours per week, with such exempt employees covered by such benefits contributing toward the cost of such benefits based on the following schedule:

Board Portion - 80% of the cost of each such benefit, as determined at least annually by the Insurance Administrator or the insurance provider. The Board shall be responsible for any run off costs associated with the change from a self insured program to an insured program.

Employee Portion - 20% of the cost of each such benefit, as determined at least annually by the Insurance Administrator based on claims experience (single contract or family contract) or the insurance provider.

The foregoing Physician, Surgical, Major Medical, Dental, Vision Care, and Prescription Drug Benefit Programs only shall be provided to exempt employees employed at least (20) hours per week but who work less than twenty-five (25) hours per week, with such exempt employees covered by such benefits contributing toward the cost of such benefits based on the following schedule:

Board Portion –55% of the cost of each such benefit, as determined at least annually by the Insurance Administrator based on claims experience (single contract or family contract). The Board shall be responsible for any runoff cost associated with the change from a self insured program to an insured program.

Employee Portion –45% of the cost of each such benefit, as determined at least annually by the Insurance Administrator based on claims experience (single contract or family contract) or the insurance provider.

The foregoing Physician, Surgical, Major Medical, Dental, Vision Care, and Prescription Drug Benefit Programs only shall be provided to exempt employees employed at least fifteen (15) hours per week but who work less than twenty (20) hours per week. The exempt employee electing such coverage shall be responsible for the payment of all premium cost for such insurance as set by the Insurance Administrator.

Health Insurance Coverage (effective January 1, 2016)

- A. Effective January 1, 2016, the health insurance plan will be administered as a high deductible health plan with a health savings account (HSA) for all eligible employees who qualify under IRS rules. The plan will maintain the same covered services and benefits provided by the core medical plan in effect immediately prior to January 1, 2016. The plan year shall run January 1st through December 31st.
- B. Deductible
 - 1. The deductible for a single plan shall be \$2,000 per plan year.
 - 2. The deductible for an employee plus kids' plan shall be \$4,000 per plan year.
 - 3. The deductible for a family plan shall be \$4,000 per plan year.
- C. In-network Preventive services as reasonably identified by the member's service provider shall be covered at one hundred percent (100%) and not subject to the deductible stated above.
- D. Once the deductible in section 2 above is reached, the member shall be responsible for a co-payment of ten percent (10%) for all in-network insurance claims, and a co-payment of \$10 for Tier 1 prescriptions, \$40 for Tier 2 prescriptions, and \$60 for Tier 3 prescriptions for the duration of the plan year subject to the out of pocket maximum as outlined.

E. The maximum out-of pocket expense for in-network eligible covered medical cost in a given plan year shall be \$4,000 for a single plan and \$8,000 for an employee plus kids' plan and family plan subject to the lifetime maximum. Once the out of pocket maximum is reached insurance claims, including prescriptions, shall be paid at one hundred percent (100%).

F. Contribution to Deductible

1. The Board's contribution to an exempt employees health savings account is as follows:

a) 50% for plan year January 1, 2021 through December 31, 2021

- a. Single \$1,000
- b. Employee + kids: \$2,000
- c. Family: \$2,000

B. 50% for plan year January 1, 2022 through December 31, 2022

- d. Single: \$1,000
- e. Employee + kids: \$2,000
- f. Family: \$2,000

2. The Board's contribution shall be made in two payments. The first payment contribution shall be by the first payroll in January. The second payment contribution shall be by the first payroll in July.

3. The Board will contract with Wright Patt Credit Union for the HSA account which will include a debit card with no fees to employees.

4. Employees may elect to contribute to their deductible through payroll deduction or lump sum as designated by the employee.

5. Pro-rata Contribution and reimbursement:

If an employee leaves employment with the Board prior to the end of any calendar year (December 31), he/she will be required to reimburse the Board a pro-rata share of the Board's contribution towards his/her deductible/health savings account. If an employee is aware that he/she may be leaving prior to December 31 of any year, he/she can make arrangements with the treasurer's office to provide a pro-rata contribution towards his/her deductible.

Additional pro-rata reimbursement to the Board may be necessary if an employee alters his/her plan during the calendar year, such as changing from a family to single coverage, altering working hours to less than full time or increasing working hours.

The Board's contribution will be adjusted, on a pro-rata basis, should an employee alter his/her plan during the calendar year, such as changing from a single to family coverage or increasing working hours to full-time.

6. Hardship Advancement

- A. The Board agrees to advance up to the full amount of the employee's deductible as a loan to the employee if the exempt employee can demonstrate through documentation extreme hardship or exigent circumstances. An employee shall be required to provide a written request for a hardship application/advancement to the superintendent and the treasurer. An employee shall be required to reimburse the Board the amount of advancement that was the employee's share of the deductible through payroll deduction or alternative means within twelve (12) months of receipt by the teaching staff member of the advanced funds. A decision by the superintendent/treasurer to deny a request for advancement shall be final and shall not be subject to challenge through the grievance process contained in this agreement.
- B. An employee may also notify the superintendent and treasurer of the need to advance the second Board contribution payment prior to the July date if he/she has exhausted the amount of the first contribution payment (\$1,000 for family and employee plus kids, \$500 for single).

G. Premiums:

The sharing of premiums shall continue as 80% Board and 20% employee.

H. Employees enrolled in Medicare and in certain other instances may not be eligible for a health savings account according to IRS rules. In such a case, the Board will make available to said employee the high deductible health plan (hdhp). The plan will pay for eligible claims up to the amount of the board's normal contribution, the employee will then pay the eligible claims to reach the full deductible amount. Eligible claims over the deductible will then be paid at one hundred percent (100%) by the plan for the balance of the plan year subject to the lifetime maximum.

NOTE: Dental, vision and life insurance are not impacted by this change in health coverage, although you will be able to use funds in your HSA for expenses related to dental and vision.

1.) Waiver Incentive

An Employee who is enrolled in the BOARD health insurance plan on May 1, 2018 is eligible for the following stipends for each year he/she chooses to discontinue participation in the health care plan:

- (a) \$5,000 to an Employee enrolled in a family plan who discontinues with any type of health insurance coverage;
- (b) \$2,500 to an Employee enrolled in an employee + kids plan who discontinues with any type of health insurance coverage;
- (c) \$2,000 to an Employee enrolled in a single plan who discontinues with any type of health insurance coverage;

(d) \$2,000 to an Employee enrolled in a family plan who elects an employee + kids plan instead;

(e) \$3,500 to an Employee enrolled in a family plan who elects a single plan instead;

(f) \$2,500 to an Employee enrolled in an employee + kids plan who elects a single plan instead

To be eligible for the stipend, an Employee must elect one of the options in (a) through (f) above during the open enrollment period of each year and must continue with the elected option for the full duration of the year (January 1 through December 31).

The stipend will be issued in January of each year, after completing the full year.

Should an Employee who has elected an option above resign during said year, he/she will receive a pro-rated amount of the stipend.

Married spouses where both partners are EMPLOYEES of the DISTRICT or if an EMPLOYEE makes a change to their insurance coverage due to an adult child no longer qualifying for dependent care pursuant to the Affordable Care Act shall not qualify for the incentives outlined in this Section.

The stipends stipulated in (a), (b), and (c) above shall be available to any Employee initially hired before May 1, 2018. However, stipends will not be available to any Employee employed prior to May 1, 2018 who was not utilizing the BOARD health insurance plan on said date.

Life Insurance Program

The following Life Insurance Program shall be provided without cost to the full time exempt employee covered by this handbook.

(1) Life Insurance in the amount of \$50,000 for all regular full time exempt employees who have an annual contract with the BOARD. Life Insurance in the amount of \$40,000 for all regular part-time exempt employees who have an annual contract with the BOARD.

(2) Accidental Death and Dismemberment Insurance in the amount of \$50,000 for all regular full-time exempt employees who have an annual contract with the BOARD. Accidental Death and Dismemberment Insurance in the amount of \$40,000 for all regular part-time exempt employees who have an annual contract with the BOARD.

(3) The Life Insurance specified above shall be provided without cost to all exempt employees who are on the active working payroll on the effective date of this Handbook, and who are regular exempt employees of the Board, and for whom coverage is in effect immediately prior to the effective date of this Handbook. The Life Insurance specified above shall also be provided without

cost to all regular exempt employees and/or new exempt employees who are hired after the effective date of this Handbook, effective on the first (1st) day of the month following the date of this Handbook or the date they commence actual employment with the Board, whichever is the later date.

General Insurance Provisions

(1) The foregoing benefits described in the above sections shall be continued for any eligible exempt employee who pays the employee's portion as set forth during any period when such exempt employee is on the active working payroll, compensated sick leave, compensated leave of absence granted pursuant to the provisions of the Handbook, non compensated approved leave of absence of less than thirty (30) days, or for exempt employees working only during the regular school year and not working during the summer break period, until any such exempt employee either resigns his/her employment status or fails to return to active working status at the commencement of the next school year.

Exempt employees on a non-compensated approved leave of absence of over thirty (30) days duration, and/or exempt employees (or dependents of exempt employees) eligible for COBRA Benefit Continuation Rights who desire to continue benefit coverage described above past the period for which the Board has agreed to continue benefit coverage for the exempt employee may do so by paying one hundred and two percent (102%) of the full group premium for such insurance, as set by the Board's Insurance Administrator, the insurance provider, and/or insurance carrier, to the Administrator of the insurance program, the insurance provider, and/or the carrier designated by the Board and set forth in COBRA regulations. In the event coverage is discontinued for any period, coverage cannot be re-acquired through the Board until the employee returns to active working status.

(2) Unless a properly completed application form for any of the insurance benefits described above is filed with the Treasurer of the Board within thirty (30) calendar days of the date the exempt employee commences active working status, or returns to active working status from leave, whichever is applicable, or unless timely application is made for COBRA benefit rights, coverage will not be available until the next enrollment period and then in accordance with the limitations contained in the Plan.

(3) In the event an exempt employee desires to change from one type of coverage to a different type of coverage (e.g., single to dependent), the exempt employee must follow the procedures specified in the "Master Plan Document". Any changes in coverage shall be governed by the provisions in the "Master Plan Document".

(4) All benefits provided pursuant to this Benefit Program shall be subject to the conditions set forth in any contract secured by the Board or the conditions set forth in the "Master Plan Document".

For purposes of this section, the effective date of resignation of any employee shall be the effective date of resignation as submitted on the employee's resignation notification.

For any additional Physician, Surgical, Major Medical, Dental, Vision and Prescription Drug Benefits Program, the Board will make the same financial contribution to such benefit as it would to the Program identified above, and the employee shall be responsible for the payment of all premium costs in excess of the Board's contribution toward such premium costs.

Section 8 IRC Section 125 Plan

(a) The BOARD has in place a Section 125 Plan pursuant to which the employee portion of any insurance benefits and employee-paid medical expenses and employee-paid dependent care expenses may be paid with "before tax" dollars. The maximum amount which may be placed in this account for medical expenses during any calendar year shall be in accordance with IRS rules and regulations. The maximum amount which may be placed in this account during any calendar year for dependent care expenses is in accordance with IRS rules and regulations.

(b) The administrative cost of the Section 125 Plan shall be paid by the Board.

Section 9 Fingerprinting

The Board shall pay fees for all required fingerprinting and/or background checks as required by the ORC.

Attachments:
Exempt Salary Schedule

FISCAL YEAR 2021/2022																										
BASE INCREASE	2.75%																				7.53%					
	POSITION	STEPS									2% longevity shown for each year										LONGEVITY 2.5%/Year thru 30					
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
CO Clerical Assistant	15.97	16.51	17.01	17.50	18.00	18.27	18.53	18.78	19.04	19.54	20.01	20.41	20.82	21.24	21.66	22.09	22.53	22.98	23.44	23.91	24.39	25.00	25.63	26.27	26.93	27.60
Administrative Assistant	17.86	18.32	18.79	19.28	19.79	20.31	20.83	21.38	21.94	22.51	23.10	23.56	24.04	24.53	25.01	25.50	26.02	26.53	27.05	27.61	28.15	28.86	29.58	30.32	31.08	31.85
EMIS Coordinator	20.28	20.82	21.42	22.00	22.63	23.27	23.91	24.59	25.29	25.99	26.73	27.25	27.79	28.36	28.92	29.51	30.10	30.71	31.33	31.94	32.58	33.39	34.24	35.09	35.97	36.87
Payroll Supervisor	20.28	20.82	21.42	22.00	22.63	23.27	23.91	24.59	25.29	25.99	26.73	27.25	27.79	28.36	28.92	29.51	30.10	30.71	31.33	31.94	32.58	33.39	34.24	35.09	35.97	36.87
Assistant Food Service Mgr	17.61	17.97	18.41	18.81	19.26	19.70	20.14	20.62	21.10	21.60	22.08	22.52	22.97	23.44	23.90	24.37	24.87	25.36	25.86	26.39	26.91	27.58	28.28	28.98	29.71	30.43
Asst to Treasurer/Supt	19.64	20.15	20.73	21.29	21.91	22.53	23.14	23.81	24.48	25.15	25.86	26.39	26.91	27.45	28.00	28.56	29.14	29.73	30.32	30.93	31.54	32.33	33.14	33.97	34.83	35.69
Technology Help Desk	17.61	17.97	18.41	18.81	19.26	19.70	20.14	20.62	21.10	21.60	22.08	22.52	22.97	23.44	23.90	24.37	24.87	25.36	25.86	26.39	0.00	0.00	0.00	0.00	0.00	0.00
Technology Coordinator	23.40	23.85	24.41	24.97	25.52	26.12	26.22	26.85	27.47	28.13	28.78	29.35	29.93	30.54	31.13	31.76	32.40	33.04	33.71	34.39	0.00	0.00	0.00	0.00	0.00	0.00
Network Systems Tech II	19.90	20.29	20.76	21.23	21.71	22.22	22.34	22.85	23.39	23.91	24.45	24.94	25.43	25.94	26.46	26.98	27.53	28.08	28.65	29.22	0.00	0.00	0.00	0.00	0.00	0.00
Asst. Transportation Supervi	18.83	19.48	20.14	20.76	21.45	21.76	22.07	22.40	22.76	23.39	23.97	24.44	24.93	25.43	25.94	26.46	26.98	27.52	28.05	28.61	0.00	0.00	0.00	0.00	0.00	0.00
Operations Supervisor	35.28	35.82	36.42	37.00	37.63	38.27	38.91	39.59	40.29	40.99	41.73	42.25	42.79	43.36	43.92	44.51	45.10	45.71	46.33	46.94	47.58	0.00	0.00	0.00	0.00	0.00
Athletic Coordinator	19.50	20.04	20.58	21.12	21.65	22.09	22.63	23.16	23.59	24.03	24.46	24.95	25.45	25.96	26.48	27.00	27.55	28.09	28.67	29.23	29.82	0.00	0.00	0.00	0.00	0.00
District Nurse	31.98	32.43	32.87	33.32	33.78	34.23	34.68	35.13	35.59	36.04	36.50	37.23	37.96	38.72	39.50	40.28	41.09	41.92	42.75	43.61	44.49	0.00	0.00	0.00	0.00	0.00
Mental Health Coordinator	40.64	41.07	41.49	41.92	42.35	42.79	43.23	43.66	44.09	44.52	44.95	45.85	46.77	47.70	48.66	49.63	50.62	51.64	52.67	53.72	54.80	0.00	0.00	0.00	0.00	0.00
School Nurse - Bachelor's	22.75	23.32	23.90	24.50	25.11	25.74	26.38	27.04	27.72	28.41	29.12	29.70	30.29	30.90	31.51	32.14	32.79	33.44	34.11	34.79	35.49	0.00	0.00	0.00	0.00	0.00

FISCAL YEAR 2022/2023																										
BASE INCREASE	2.50%																				7.53%					
	POSITION	STEPS									2% longevity shown for each year										LONGEVITY 2.5%/Year thru 30					
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
CO Clerical Assistant	16.37	16.92	17.44	17.94	18.45	18.73	18.99	19.25	19.52	20.03	20.51	20.92	21.34	21.77	22.20	22.64	23.09	23.55	24.03	24.51	25.00	25.63	26.27	26.93	27.60	28.29
Administrative Assistant	18.31	18.78	19.26	19.76	20.28	20.82	21.35	21.91	22.49	23.07	23.68	24.15	24.64	25.14	25.64	26.14	26.67	27.19	27.73	28.30	28.85	29.58	30.32	31.08	31.86	32.65
EMIS Coordinator	20.79	21.34	21.96	22.55	23.20	23.85	24.51	25.20	25.92	26.64	27.40	27.93	28.48	29.07	29.64	30.25	30.85	31.48	32.11	32.74	33.39	34.22	35.10	35.97	36.87	37.79
Payroll Supervisor	20.79	21.34	21.96	22.55	23.20	23.85	24.51	25.20	25.92	26.64	27.40	27.93	28.48	29.07	29.64	30.25	30.85	31.48	32.11	32.74	33.39	34.22	35.10	35.97	36.87	37.79
Assistant Food Service Mgr	18.05	18.42	18.87	19.28	19.74	20.19	20.64	21.14	21.63	22.14	22.63	23.08	23.54	24.03	24.50	24.98	25.49	25.99	26.51	27.05	27.58	28.27	28.99	29.70	30.45	31.19
Asst to Treasurer/Supt	20.13	20.65	21.25	21.82	22.46	23.09	23.72	24.41	25.09	25.78	26.51	27.05	27.58	28.14	28.70	29.27	29.87	30.47	31.08	31.70	32.33	33.14	33.97	34.82	35.70	36.58
Technology Help Desk	18.05	18.42	18.87	19.28	19.74	20.19	20.64	21.14	21.63	22.14	22.63	23.08	23.54	24.03	24.50	24.98	25.49	25.99	26.51	27.05	0.00	0.00	0.00	0.00	0.00	0.00
Technology Coordinator	23.99	24.45	25.02	25.59	26.16	26.77	26.88	27.52	28.16	28.83	29.50	30.08	30.68	31.30	31.91	32.55	33.21	33.87	34.55	35.25	0.00	0.00	0.00	0.00	0.00	0.00
Network Systems Tech II	20.40	20.80	21.28	21.76	22.25	22.78	22.90	23.42	23.97	24.51	25.06	25.56	26.07	26.59	27.12	27.65	28.22	28.78	29.37	29.95	0.00	0.00	0.00	0.00	0.00	0.00
Asst. Transportation Supervi	19.30	19.97	20.64	21.28	21.99	22.30	22.62	22.96	23.33	23.97	24.57	25.05	25.55	26.07	26.59	27.12	27.65	28.21	28.75	29.33	0.00	0.00	0.00	0.00	0.00	0.00
Operations Supervisor	36.16	36.72	37.33	37.93	38.57	39.23	39.88	40.58	41.30	42.01	42.77	43.31	43.86	44.44	45.02	45.62	46.23	46.85	47.49	48.11	48.77	0.00	0.00	0.00	0.00	0.00
Athletic Coordinator	19.99	20.54	21.09	21.65	22.19	22.64	23.20	23.74	24.18	24.63	25.07	25.57	26.09	26.61	27.14	27.68	28.24	28.79	29.39	29.96	30.57	0.00	0.00	0.00	0.00	0.00
District Nurse	32.78	33.24	33.69	34.15	34.62	35.09	35.55	36.01	36.48	36.94	37.41	38.16	38.91	39.69	40.49	41.29	42.12	42.97	43.82	44.70	45.60	0.00	0.00	0.00	0.00	0.00
Mental Health Coordinator	41.66	42.10	42.53	42.97	43.41	43.86	44.31	44.75	45.19	45.63	46.07	47.00	47.94	48.89	49.88	50.87	51.89	52.93	53.99	55.06	56.17	0.00	0.00	0.00	0.00	0.00
School Nurse - Bachelor's	23.32	23.90	24.50	25.11	25.74	26.38	27.04	27.72	28.41	29.12	29.85	30.44	31.05	31.67	32.30	32.95	33.61	34.28	34.96	35.66	36.38	0.00	0.00	0.00	0.00	0.00

FISCAL YEAR 2023/2024

BASE INCREASE	2.00%																									7.53%
	STEPS										2% longevity shown for each year										LONGEVITY 2.5%/Year thru 30					
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
CO Clerical Assistant	16.70	17.26	17.79	18.30	18.82	19.10	19.37	19.64	19.91	20.43	20.92	21.34	21.77	22.21	22.64	23.09	23.55	24.02	24.51	25.00	25.50	26.14	26.80	27.47	28.15	28.86
Administrative Assistant	18.68	19.16	19.65	20.16	20.69	21.24	21.78	22.35	22.94	23.53	24.15	24.63	25.13	25.64	26.15	26.66	27.20	27.73	28.28	28.87	29.43	30.17	30.93	31.70	32.50	33.30
EMIS & HR Coordinator	21.21	21.77	22.40	23.00	23.66	24.33	25.00	25.70	26.44	27.17	27.95	28.49	29.05	29.65	30.23	30.86	31.47	32.11	32.75	33.39	34.06	34.90	35.80	36.69	37.61	38.55
Payroll Supervisor	21.21	21.77	22.40	23.00	23.66	24.33	25.00	25.70	26.44	27.17	27.95	28.49	29.05	29.65	30.23	30.86	31.47	32.11	32.75	33.39	34.06	34.90	35.80	36.69	37.61	38.55
Assistant Food Service Mgr	18.41	18.79	19.25	19.67	20.13	20.59	21.05	21.56	22.06	22.58	23.08	23.54	24.01	24.51	24.99	25.48	26.00	26.51	27.04	27.59	28.13	28.84	29.57	30.29	31.06	31.81
Asst to Treasurer/Supt	20.53	21.06	21.68	22.26	22.91	23.55	24.19	24.90	25.59	26.30	27.04	27.59	28.13	28.70	29.27	29.86	30.47	31.08	31.70	32.33	32.98	33.80	34.65	35.52	36.41	37.31
Technology Help Desk	18.41	18.79	19.25	19.67	20.13	20.59	21.05	21.56	22.06	22.58	23.08	23.54	24.01	24.51	24.99	25.48	26.00	26.51	27.04	27.59	0.00	0.00	0.00	0.00	0.00	0.00
Technology Coordinator	24.47	24.94	25.52	26.10	26.68	27.31	27.42	28.07	28.72	29.41	30.09	30.68	31.29	31.93	32.55	33.20	33.87	34.55	35.24	35.96	0.00	0.00	0.00	0.00	0.00	0.00
Network Systems Tech II	20.81	21.22	21.71	22.20	22.70	23.24	23.36	23.89	24.45	25.00	25.56	26.07	26.59	27.12	27.66	28.20	28.78	29.36	29.96	30.55	0.00	0.00	0.00	0.00	0.00	0.00
Asst. Transportation Supervi	19.69	20.37	21.05	21.71	22.43	22.75	23.07	23.42	23.80	24.45	25.06	25.55	26.06	26.59	27.12	27.66	28.20	28.77	29.33	29.92	0.00	0.00	0.00	0.00	0.00	0.00
Operations Supervisor	36.88	37.45	38.08	38.69	39.34	40.01	40.68	41.39	42.13	42.85	43.63	44.18	44.74	45.33	45.92	46.53	47.15	47.79	48.44	49.07	49.75	0.00	0.00	0.00	0.00	0.00
Athletic Coordinator	20.39	20.95	21.51	22.08	22.63	23.09	23.66	24.21	24.66	25.12	25.57	26.08	26.61	27.14	27.68	28.23	28.80	29.37	29.98	30.56	31.18	0.00	0.00	0.00	0.00	0.00
District Nurse	33.44	33.90	34.36	34.83	35.31	35.79	36.26	36.73	37.21	37.68	38.16	38.92	39.69	40.48	41.30	42.12	42.96	43.83	44.70	45.59	46.51	0.00	0.00	0.00	0.00	0.00
Mental Health Coordinator	42.49	42.94	43.38	43.83	44.28	44.74	45.20	45.65	46.09	46.54	46.99	47.94	48.90	49.87	50.88	51.89	52.93	53.99	55.07	56.16	57.29	0.00	0.00	0.00	0.00	0.00
School Nurse - Bachelor's	23.79	24.38	24.99	25.61	26.25	26.91	27.58	28.27	28.98	29.70	30.45	31.05	31.67	32.30	32.95	33.61	34.28	34.97	35.66	36.37	37.11	0.00	0.00	0.00	0.00	0.00