



**BUCKEYE EXEMPT  
EMPLOYEE HANDBOOK  
Non-Union Employees**

**Effective: August 1, 2025**

**In This Handbook:**

DECLARATION

POSITIONS INCLUDED IN THE HANDBOOK

SALARY PLACEMENT & WORK SCHEDULE

CALAMITY DAYS

DISCIPLINARY PROCEEDINGS

CONTRACT ISSUANCE & NON-RENEWAL PROCEDURES

EVALUATION

HOLIDAY PAY

FBI CHECK

INSURANCE

LEAVE PROVISIONS

SICK LEAVE

PERSONAL LEAVE

UNPAID LEAVE

JURY DUTY

LEAVE PURSUANT TO SUMMONS OR SUBPOENA

ASSAULT LEAVE

PROFESSIONAL LEAVE

FAMILY AND MEDICAL LEAVE

BEREAVEMENT LEAVE

MILITARY LEAVE

MILEAGE REIMBURSEMENT

PAYROLL PRACTICES

PERSONNEL FILES

SEVERANCE PAY

LONGEVITY

VACATION LEAVE

FLEX AND COMPENSATORY TIME

## **Declaration**

The following benefit provisions apply to all those persons employed by the Board of Education and officially classified as a salary exempt employee. The following positions are classified non-union exempt for the purpose of this Buckeye Exempt Employee Handbook:

- A. Head Mechanic
- B. Prevention Coordinator/Social Worker
- C. Psychologist
- D. Secretary for Superintendent (1)
- E. Secretary for Support Services and Transportation (1)
- F. Compliance Specialist-EMIS (1)
- G. Gifted Coordinator-Data Coach
- H. Curriculum Technology Specialist
- I. Technology Assistant Coordinator
- J. Treasurer's Assistants (3)
- K. Compliance Specialist Finance/Personnel (1)
- L. Compliance Specialist Finance (1)
- M. Transportation Supervisor
- N. Maintenance Supervisor
- O. Food Service Supervisor

## **Salary Schedule**

The base salary of the administrative salary schedule will increase each year as per the Administrative Salary schedule that is approved by the Board of Education.

## **Work Schedule**

All employees covered by this guide are employed in year long positions from July 1 through June 30 of the calendar year. All employees work a schedule of eight (8.0) hours paid per day with one half-hour (thirty (30) minutes) unpaid for an uninterrupted daily lunch. The daily lunch period is mandatory and is to be taken during the hours of 10:45 a.m. to 1:45 p.m. It is not to be combined with the beginning or end of the work day.

The eight hour (8.0) work day can be adjusted to the circumstances of the position at the sole discretion of the Supervisor.

## Buckeye Exempt Staff and Supervisor Salary Schedule Part 1

STEP (Service Credit)	Index	Food Service Supervisor	Head Mechaanic	Maintenance Supervisor	Secretary - Superinten dent	Secretary Support Services & Transportation
Step 0	1.000	\$43,090	\$42,945	\$63,511	\$43,860	\$32,777
Step 1	1.035	\$44,598	\$44,448	\$65,734	\$45,395	\$33,924
Step 2	1.070	\$46,106	\$45,951	\$67,957	\$46,930	\$35,071
Step 3	1.105	\$47,614	\$47,454	\$70,180	\$48,465	\$36,219
Step 4	1.140	\$49,123	\$48,957	\$72,403	\$50,000	\$37,366
Step 5	1.175	\$50,631	\$50,460	\$74,625	\$51,536	\$38,513
Step 6	1.210	\$52,139	\$51,963	\$76,848	\$53,071	\$39,660
Step 7	1.245	\$53,647	\$53,467	\$79,071	\$54,606	\$40,807
Step 8	1.280	\$55,155	\$54,970	\$81,294	\$56,141	\$41,955
Step 9	1.315	\$56,663	\$56,473	\$83,517	\$57,676	\$43,102
Step 10	1.350	\$58,172	\$57,976	\$85,740	\$59,211	\$44,249
Step 11	1.385	\$59,680	\$59,479	\$87,963	\$60,746	\$45,396
Step 12	1.420	\$61,188	\$60,982	\$90,186	\$62,281	\$46,543
Step 13	1.455	\$62,696	\$62,485	\$92,409	\$63,816	\$47,691
Step 14	1.490	\$64,204	\$63,988	\$94,631	\$65,351	\$48,838
Step 15	1.525	\$65,712	\$65,491	\$96,854	\$66,886	\$49,985
Contractual Days		209 days	260 days	260 days	260 days	214

## Buckeye Exempt Staff and Supervisor Salary Schedule Part 2

STEP (Service Credit)	Index	Compliance Specialist - EMIS & Psychologist					
		Technology Assistant	Transportation Supervisor	Treasurer's Assistant	Compliance Specialist - Finance	Personnel	Psychologist
Step 0	1.000	\$32,640	\$50,099	\$39,566	\$49,461	\$42,111	\$79,437
Step 1	1.035	\$33,782	\$51,852	\$40,951	\$51,192	\$43,585	\$82,217
Step 2	1.070	\$34,925	\$53,606	\$42,336	\$52,923	\$45,059	\$84,998
Step 3	1.105	\$36,067	\$55,359	\$43,720	\$54,654	\$46,533	\$87,778
Step 4	1.140	\$37,210	\$57,113	\$45,105	\$56,386	\$48,007	\$90,558
Step 5	1.175	\$38,352	\$58,866	\$46,490	\$58,117	\$49,480	\$93,338
Step 6	1.210	\$39,494	\$60,620	\$47,875	\$59,848	\$50,954	\$96,119
Step 7	1.245	\$40,637	\$62,373	\$49,260	\$61,579	\$52,428	\$98,899
Step 8	1.280	\$41,779	\$64,127	\$50,644	\$63,310	\$53,902	\$101,679
Step 9	1.315	\$42,922	\$65,880	\$52,029	\$65,041	\$55,376	\$104,460
Step 10	1.350	\$44,064	\$67,634	\$53,414	\$66,772	\$56,850	\$107,240
Step 11	1.385	\$45,206	\$69,387	\$54,799	\$68,503	\$58,324	\$110,020
Step 12	1.420	\$46,349	\$71,141	\$56,184	\$70,235	\$59,798	\$112,801
Step 13	1.455	\$47,491	\$72,894	\$57,569	\$71,966	\$61,272	\$115,581
Step 14	1.490	\$48,634	\$74,648	\$58,953	\$73,697	\$62,745	\$118,361
Step 15	1.525	\$49,776	\$76,401	\$60,338	\$75,428	\$64,219	\$121,141
Contractual Days		260 days	260 days	260 days	260 days	260 days	214

## **Calamity Days**

1. Employees covered by this handbook are expected to report to work when the school(s), departments, and/or district in which they are employed is closed only if they are notified by their immediate supervisor to do so, due to an epidemic, weather related closure, or other public calamity or reason not listed that required a closure.
2. Employees covered by this handbook may be required to assist in the routine tasks to be performed in coping with the emergency, as directed by their immediate supervisor. This may require them to leave their usual positions to assist with the emergency situation.

## **Disciplinary Procedures**

Appropriate discipline will generally follow a progressive format and may include verbal or written reprimand, suspension with or without pay, demotion and/or termination. The Superintendent or supervising administrator may escalate progressive discipline as may be deemed appropriate under the circumstances. Termination will be in accordance with Ohio Revised Code, 3319.081.

## **Contract Issuance and Non-Renewal**

All contract issuance and non-renewal processes will be conducted in accordance with Ohio Revised Code, 3319.081.

## **Evaluation/Probationary Time Period**

The Superintendent will institute and maintain a comprehensive program for the evaluation of all employees covered by this handbook. It is expected that all employees listed in this handbook will be formally evaluated on an annual (yearly) basis at minimum, once they have completed the probationary period. Failure to evaluate in one year does not automatically secure the position for the employee in the next or future years.

A probationary period of 180 work days from the date of initial start of position for all new employees covered by this handbook will be in effect. Both the District and the employee can choose to separate/resign from employment and the position during the 180-day probationary period for any reason with proper notice. The District can separate employment during the probationary period for any reason and without just cause. During the 180 day probationary period, the new employee covered by this handbook will be evaluated by their immediate supervisor/designee. The probationary evaluation will be memorialized by an in-person meeting and by written format and will be made available to the employee. However,

failure to perform the evaluation during the probationary period and/or failure to memorialize the evaluation by an in-person meeting and written format does not prohibit the District's right to separate employment with the probationary employee without just cause and without recourse under the law.

The purpose of an annual evaluation will be to assess the performance of the employee and to provide information upon which to base employment and personnel decisions.

Evaluations should also assist the employee to develop their professional abilities in order to better accomplish the effective management of the school system.

The annual evaluation criteria for each position will be in written form and will be made available to the employee. Annual evaluations will be made by the Superintendent or direct supervisor of the employee

The employee being evaluated will have the right to attach a memorandum to the written evaluation. The results of the evaluation and any attachment will be maintained in compliance with Policy 8320: Personnel Files.

## **Holiday Pay**

1. Thirteen (13) holidays are granted and paid to employees covered by this Handbook as follows: New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, and Christmas Day.
2. In order to qualify for holiday pay, an eligible employee must be either working his/her last scheduled work day prior to the holiday and his/her first scheduled work day after the holiday, or be properly excused by their immediate supervisor. Employees on unpaid leave shall not be eligible for holiday pay.
3. In the event a holiday falls on Saturday, Friday will be the paid holiday. If it falls on Sunday, then Monday will be a paid holiday.

## **FBI Fingerprint Screening**

The Board shall pay for the cost of any continuing required FBI fingerprint screening provided the employee initiates the background check through the central office. The Board shall not pay for the cost of any pre-employment fingerprinting and drug screening services, or any bonded employee cost.

# Insurance

## General Provisions

Employee's shall be eligible for medical (PPO), prescription, vision, dental, and life insurance coverage. Employee's insurance premiums will follow the premium share designated as per the district Health Insurance Committee. The following job titles will pay the premium percentage outlined in the OAPSE collective bargaining agreement: Head Mechanic, Secretaries, Compliance Specialists, Technology Assistant Coordinators, and Treasurer Office Assistants. All other employees covered by this handbook will pay the Administrative premium rate,

### 1. Plan Design

Insurance plan design is determined through the district insurance committee.

### 2. Coordination of Benefits/Spousal Mandate

If a unit member's spouse is employed outside the District and has any type of medical or hospitalization insurance available to him/her, which is paid by his/her employer, such spouse shall be required to accept coverage for him/herself under that insurance. Failure to do so shall result in the Board paying the premium for only single coverage for the unit member. This requirement does not apply to any spouse who is required to pay more than \$350 per month for single coverage through their employer or public retirement system's plan, who may remain in primary coverage upon verification of the same and for as long as such coverage exceeds that amount.

Upon the spouse's required next open enrollment, in any such employer (or public retirement plan) sponsored group insurance coverage as set forth above, that coverage will become the primary payer of benefits and the coverage sponsored by the Board will become the secondary payer of benefits.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, annually, a written coordination of benefits questionnaire.

If an employee knowingly and willfully submits false information or knowingly and willfully fails to timely advise the Board of a change in his/her spouse's eligibility for "spouse available insurance" within thirty (30) days of the qualifying event, and such false information or such failure by the employee results in the Board providing benefits and/or payment of administrative fees to which the spouse is not entitled, the employee will be personally liable to the Board for the reimbursement of benefits and expenses.

Any amount to be reimbursed by the employee may be deducted from the benefits, including salary, to which the Administrator would otherwise be entitled.

In addition, the Administrator's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage.

If an employee knowingly and willfully submits false information about his/her "spouse available insurance" coverage(s), the employee may be subject to disciplinary action by the Board, up to and including termination of employment.

### 3. Term Life Insurance

- A. The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each employee covered by this handbook in the amount of \$50,000.
- B. The Board shall allow employees covered by this handbook to purchase additional amounts of coverage through payroll deduction, provided the number of individuals electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.
- C. In accordance with the insurance provider's plan, employee may have the option to convert the existing term amount to an individual plan thirty-one (31) days after termination of employment with the Buckeye Schools at their then-attained age according to the rules and regulations of the insurance provider's plan.

### 4. IRS Section 125 Plan

The Board provides an IRS 125 plan, in accordance with the IRS mandated rules and regulations.

# Leave Provisions

## Sick Leave

1. Employees covered by this handbook shall accrue sick leave as established by the Ohio Revised Code at 1.25 days per month. Sick leave shall be charged as it is used in minimum increments of one-quarter (1/4) day. Employees shall receive notification of his/her accumulated sick leave with each pay. An employee who has not yet accumulated sufficient sick leave or who has exhausted sick leave and personal leave shall be credited up to five (5) days of sick leave. Any advance is to be repaid by the employee's subsequent sick leave accrual within the contract year of the advancement. Advancements shall immediately be deducted from future accumulations and/or deducted from the employee's final check if the employee is no longer employed with the Board and has not accumulated enough for repayment of said advancement(s).
2. Employee's covered by this handbook may use sick leave, upon approval of the responsible supervisor of the employee, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and to illness, injury or death in the employee's immediate family. After five (5) consecutive days of sick leave usage, an explanation will be required from the employee upon request by the supervisor. In addition, the Administration has the right to require an affidavit from a physician to verify the use of sick leave at any time. Any misuse, abuse, or unauthorized use of sick leave may result in disciplinary action up to and including termination. Additionally, the Administration reserves the right to require return to work certifications on any use of sick leave by the employee.
3. Definition of "immediate family" is:
  - Spouse of employee
  - Parents and/or Step-parents of employee and employee's spouse
  - Children, step-children, or grandchildren of employee or employee's spouse
  - Brothers and sisters of employee and employee's spouse
  - Grandparents of employee and employee's spouse
4. Any employee whose job requires the operation of machinery or motor vehicle and who is on prescription medication that might impact the employee's ability to perform those functions must immediately inform his/her supervisor and provide a physician's statement verifying the member's fitness to operate such machinery or motor vehicle.

## **Personal Leave**

1. Right to Leave-It is the intent of this section to provide employees covered by this handbook with a means of dealing with personal matters that cannot be handled except during school hours.
  - a. Employees shall be eligible for three (3) personal leave days per school year, with the exception of the inability to use a personal day to extend a paid holiday or vacation leave, unless approved by the Superintendent/designee.
  - b. Personal Leave must be taken in minimum increments of one-quarter (1/4) day.
  - c. Personal leave may not be used to seek or conduct employment elsewhere. Seeking gainful employment of any type while using personal or sick leave is subject to disciplinary action, up to and including termination.
  - d. Unused personal leave will be converted to sick leave on or nearest to June 30 of each calendar year.

2. Notice of Intent to Use Leave

Notice of intent to use Personal Leave shall be provided by completing the request to the supervisor the employee directly reports to at least five (5) days in advance of the anticipated absence. All personal leave must receive prior approval from the Superintendent/designee prior to use. If circumstances make advance notice impossible, the employee shall notify the supervisor they report to with his/her intent to use Personal Leave as soon as practicable.

## **Unpaid Leave**

1. Unpaid Leave – Short Term

Unpaid leave of up to five (5) days at one time may be granted, in writing, by the Superintendent/designee upon prior written request to the Superintendent /designee by the employee. No unpaid short term leaves shall be used in conjunction with a paid leave of absence. An employee must exhaust all personal leave prior to taking an unpaid leave of absence. Unpaid leave used in conjunction with holidays will result in a forfeit of holiday pay. Additionally, unpaid leave may not be used to seek or conduct employment elsewhere.

2. Unpaid Leave – Long Term

Upon the written request of an employee, the Board will grant an unpaid leave of absence for a period of not more than two (2) consecutive school years where illness or disability is the reason for the request.

For all other reasons, the Board may grant an Unpaid Leave up to one (1) year in length. Following the one (1) year, an additional request of one (1) year can made to the Board. The

Board is under no obligation to grant the additional one (1) year.

Under no circumstances will an employee covered by this handbook be granted more than two (2) years of unpaid leave.

When requesting an extended unpaid leave, documentation will be required to substantiate the need for such leave. An employee on unpaid leave may continue all insurance coverage provided by this Handbook. Such coverage will be at his/her own expense. Unpaid leave may not be used to seek or conduct employment elsewhere. Seeking gainful employment of any type while on unpaid leave from the District is subject to disciplinary action up to and including termination.

### **Jury Duty**

An employee covered by this handbook shall be granted time off for jury duty actually served during work hours and shall suffer no loss of pay. The employee may keep any payment received for jury duty. Documentation of jury duty actually served must be submitted to the appropriate supervisor.

### **Leave Pursuant to Summons or Subpoena**

Any employee covered by this Handbook who is summoned or subpoenaed for a job-related issue shall be granted leave with no loss of pay or other benefits for days missed by reasons of the summons or subpoena. Personal leave or vacation leave must be utilized for a summons issued because of a non-job related issue. If the employee has exhausted his/her personal leave, and is summoned for something that is not job related, leave pursuant to summons or subpoena may be used in order to comply with summons, however, this leave will be unpaid. Documentation must be submitted.

### **Assault Leave**

Assault leave shall be granted to an employee who is unable to work and who, therefore, is absent from his/her assigned duties because of physical disability resulting from a physical assault which is unprovoked and occurred while the employee was acting within the scope of his/her employment, according to applicable law. Assault leave may be granted for up to six (6) months with additional days granted at the discretion of the Superintendent. Said leave shall not be charged against sick leave and the employee shall be maintained on full pay status, including fringe benefits, during the leave. Falsification of a statement for assault leave is grounds for suspension or termination of employment.

## **Professional Leave**

### 1. Eligibility for Leave

An employee covered by this Handbook may be assigned to attend professional conferences designed to improve their effectiveness in his/her assigned area(s).

### 2. Application for Leave

The employee's supervisor will determine when an application for professional leave is to be made by the employee. The employee will then complete the form provided and submit it to his/her district supervisor for consideration of approval.

### 3. Restriction

- a. In determining whether to approve requests, the value of the conference relative to the costs of attendance shall be considered along with the availability of funds within the Board's annual appropriation.
- b. The number of employees covered by this handbook attending any particular conference may be limited, and priority generally will be given to an employee who has not previously been assigned to attend conferences.

## **Family and Medical Leave**

F.M.L.A. shall be granted in accordance with Policy 4430.01.

### 1. To be eligible for FMLA Leave, the employee must:

- a. Have been working for the Board for at least twelve (12) months before the leave request;
- b. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave; and
- c. Provide the Board with thirty (30) days advance notice when the need is foreseeable and such notice is practicable.

### 2. An employee covered by this handbook may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, or parent of the employee..

3. An eligible employee may take up to twelve (12) workweeks of paid (if sick leave is available) or unpaid leave (“FMLA Leave”) in any school year (August 1st through July 31st) for one (1) or more of the following circumstances:
  - a. The birth of an employee’s child and to care for the child up to age one (1);
  - b. The placement of a child with an employee for adoption or foster care, up to a twelve (12) month period after the placement;
  - c. To care for the spouse, child, or parent of an employee when that family member has a serious health condition;
  - d. The employee’s inability to perform the functions of the position because of the employee’s own serious health condition; (see definition in #4 below)
  - e. For qualifying military situations arising when an employee's spouse, son, daughter or parent is on active duty or is called to active duty status.
4. A “serious health condition” is defined as one that involves either inpatient care or one where the period of incapacity: (1) is more than three consecutive calendar days and involves treatment by a health care provider, (2) is due to incapacity due to pregnancy or prenatal care, (3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition, (4) is a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, or (5) any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not “serious health conditions” unless complications develop.
5. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the board are jointly entitled to a combined total of twenty-six (26) of FMLA leave if the leave is requested to care for a covered service member.
6. For purposes of this section, a qualifying military situation arises when a employee’s spouse, son, daughter, or parent is on active duty or called to active duty status and includes, but is not limited to, the following situations:
  - a. Attendance at official military sponsored events
  - b. To provide or arrange for alternative child care or schooling
  - c. To make financial or legal arrangements to address the employee’s address while on active duty

- d. Counseling
- e. Rest and recuperation, and
- f. Post-employment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an out-patient status or on temporary disability retired list.

- 7. Sick leave taken shall be counted as FMLA Leave if the reasons for taking it qualify as FMLA reasons.
- 8. The Board shall maintain coverage under the group health plans and life insurance plans for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave.
- 9. The Board shall notify the employee of FMLA eligibility within five (5) business days of learning of the need for the FMLA leave.
- 10. For unpaid FMLA Leave the Board retains the right, at its own expense, to require
- 11. member to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The employee and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.
- 12. Intermittent Leave and Reduced-Work Schedule
  - a. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days

at a time spread over a period of six months, such as for chemotherapy.

- b. When medically necessary, an employee may request intermittent FMLA Leave or a reduced-work schedule to care for a spouse/child/parent who has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board. It is expected the request for intermittent leave has a start and end date, and as the need for the intermittent leave changes, the employee may be expected to return to work in a schedule that differs from the original intermittent leave schedule.
- c. Where FMLA Leave is taken because of birth or placement for adoption or foster care, an employee may take leave intermittently or on a reduced-work schedule only if the Board agrees.

### 13. Return to Work

- a. At the end of FMLA Leave, the Board shall restore the employee to the same or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.
- b. When the employee is medically able to return to work after using FMLA Leave because of a serious personal health condition, he/she shall provide the Board with a statement from his/her health care provider that the employee is able to resume the job functions for his/her position. If the employee is able to return to work on a limited basis or with accommodations requested by the employee's doctor, the district reserves
- c. the right to determine if the suggested workplace accommodations can be met to allow the employee to return to work.
- d. Should an employee not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the employee control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. An employee shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the employee's health care provider shall be provided in a timely manner, and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

14. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993, as amended January 16, 2009. If there are any inconsistencies between this Article of the Agreement and the Family and Medical Leave Act of 1993, the current Family and Medical Leave Act provisions shall prevail.

### **Bereavement Leave**

An employee covered by this handbook may take one (1) day of paid leave per year to attend funerals not covered under the sick leave provisions of this handbook. This leave is not cumulative from year to year. The Superintendent reserves the right to deny requests for bereavement leave.

The Board may investigate the reasons for a bereavement leave request at any time and ask for documentation substantiating the leave. Falsification of a bereavement leave request may be subject to the disciplinary procedures.

### **Military Leave**

An employee engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable Federal and Ohio law.

## **Mileage Reimbursement**

An employee who is required, at the Board's request, to use his/her own automobile to perform his/her assigned duties shall be reimbursed for all such travel. Employees will also be reimbursed for travel when required to attend mandatory training meetings that involve considerable distance. Rate of compensation is the approved IRS rate.

## **Payroll Practices/Work Week**

Employees covered by this handbook are required to receive his/her wages in twenty-four (24) bi-monthly, substantially equal pays on the 10th and 25th of the month. All employees are required to submit timesheets recording their time worked. Additionally, employees will receive their paychecks via direct deposit and their pay stub via email.

All employees covered by this handbook are required to work eight (8) hours per day. An unpaid thirty (30) minute lunch is required to be taken daily at the expected timeframe of the workday to have lunch (10:45 a.m. – 1:45 p.m. This unpaid thirty minutes must be scheduled with the employee's supervisor and is not to be used to shorten a work day.

## **Personnel Files**

### 1. Right to Review

An employee covered by this handbook shall have the right, upon request, to examine and obtain a copy of any information in his/her personnel file.

### 2. Public Request to View Personnel Files

In the event any person, other than Administration or a Board member, would like to review the personnel file of an employee covered by this handbook, the employee shall be notified of such a request.

## **Severance Pay**

### Sick Leave and Severance

An employee covered by this handbook currently employed by the Board of Education of the Buckeye Local School District may elect, at the time of retirement from active service or who retires while on an approved leave of absence under the State Teachers Retirement System or the School Employees Retirement System laws, will be paid for accrued but unused sick leave credit according to the following:

A. All employees with at least five (5) years of continuous service in this District who retire as per STRS/SERS requirements from active service in the District will, upon filing of the proper applications with the Treasurer, be granted severance pay. Notification of retirement must be made in writing to Superintendent sixty (60) days prior to retirement.

B. Severance pay will be based upon the daily rate of pay as determined from the individual's basic contract, exclusive of all supplemental contracts and allowances in effect at the time of retirement.

C. One quarter (1/4) of all accumulated sick leave days, up to a maximum number of 360 sick leave days will be used in calculations of severance pay. Continuous service shall not be breached by casual absence or Board approved leaves of absence.

D. Disability retirement does not make a unit member eligible for severance pay until his/her status is changed to regular service retirement as per STRS/SERS.

E. Payment of such amounts will be made through a Section 403(b) Plan which shall be in lieu of payment of such amounts directly to the retiring employee; and

no retiring employee shall have the option of receiving payment of such amounts directly in cash.

F. All contributions to the Section 403(b) Plan, shall be subject to reduction for any tax withholding or other withholding that the Treasurer determines is required by law. Neither the Board nor the Association guarantees any tax results associated with the Section 403(b) Plan, deferrals, or payments made to a member.

G. The employee shall receive payment of the severance amount into the Section 403(b) Plan pay during the second payroll of January immediately following receipt of his/her first retirement check from STRS/SERS.

H. If a unit member who is eligible for service retirement has given notice to the Board of his/her intent to retire, and has applied to STRS/SERS for service retirement but dies before receiving his/her first STRS/SERS retirement check or the severance payment, the severance payment to which s/he would otherwise be entitled under this section shall be made to his/her beneficiary as named on his/her term life insurance policy with the District.

#### Tax Reporting of Contributions to STRS/SERS Ohio

The Board of Education shall compute and remit its employer contributions to STRS/SERS based upon the employees covered by this handbook's total contract salary including the "pick-up." The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total contract salary less the amount of "pick-up." The Board of Education shall report for municipal income tax purposes as the employee's gross income said employee's total contract salary including the amount of the "pick-up". The Board of Education shall compute income tax withholding based upon gross income as reported to the respective taxing authorities. For the purposes of contributions for STRS/SERS, the definition of "pick-up" shall also include the retirement contributions made on the employee's share of the retirement contribution, so long as permitted under governing STRS/SERS regulations

Board "pick-up" of employees covered by this Handbook STRS/SERS contribution.

The Board of Education shall pick-up the total amount of employee contributions required by Section 3307.26 of the Ohio Revised Code to be contributed by all employees covered by this handbook to STRS/SERS Ohio. The board will also contribute the "pick up on the pick up." These picked-up contributions, although designated as employee contributions, are being paid by the Board of Education in lieu of employee contributions and shall be paid by the Board as a fringe benefit in addition to the contract salary otherwise payable to the administrator. These contributions shall be treated as additional compensation and included in salary for retirement purposes. Said employees covered by this handbook may not opt out of the picked-up contributions or elect to receive the contributed amounts directly instead of having them picked-up by the Board of Education and paid to STRS/SERS Ohio

## Longevity

Longevity Payment Annual- Longevity stipends will be paid to employees covered by this Handbook as follows: (School years continuously employed with the Buckeye Local Schools only) to be paid at the final pay period of the school year

- A: Years 6-9, \$400
- B: Years 10-15, \$600
- C: Years 16-20, \$800
- D: Years 21-25, \$1050
- E: Years 26-30 \$1425
- F: Years 31+ \$1800

## Attendance Incentive

When employees covered by this Handbook miss less than five and one quarter (5.25) days (sick days) during a school year they will receive an attendance incentive to be paid at the final pay period of the school year.

- 1 day or less missed = \$1000
- 1.25 - 2 days missed = \$800
- 2.25 - 3 days missed = \$600
- 3.25 - 4 days missed = \$400
- 4.25 - 5 days missed = \$200
- 5.25 or more days missed = \$0

## Vacation

Employees covered by this handbook assigned to at least two hundred sixty (260) days of work per year (excluding paid holidays) will be granted paid vacations as follows:

1<sup>st</sup> year of employment is prorated based upon hire date

- a. 10 days- zero to three years, completed
- b. 13 days- 4-7 years, completed
- c. 16 days- 8-11 years, completed
- d. 19 days- 12-19 years, completed
- e. 20 days- 20 years, completed

For purposes of vacation accrual, the passage of each July 1 defines one year.

2. Vacation will be awarded on July 1 of each year for the year to be worked and

may be taken upon accrual at times requested by the employee and approved by his/her supervisor. Vacation must be approved in advance by the direct supervisor of the employee. Requests must be made at least three (3) days in advance, however, this requirement can be waived by the administration. Rollover of unused vacation time to the following year will not exceed five (5) days per year. Employees may use no more than twenty-five (25) vacation days during any contract/employment year.

3. When an employee moves from a position that does not qualify for vacation to a vacation qualifying position, placement on the vacation schedule will be determined by the following formula:

187 Day Contract Position Example

(Total years in a 187 day position) x (.75) example:

13 years as a 187 day employee moving to a 260 workday position  
 $(13) \times (.75) = 8.25$  years, or eight (8) completed years of service

## Compensatory Time

### **Compensatory time eligible positions:**

- A. Head Mechanic
- B. Secretary for Superintendent (1)
- C. Superintendent Secretary, EMIS (Compliance Specialist) (1)
- D. Technology Assistant Coordinator
- E. Maintenance Supervisor
- F. Secretary for Support Services and Transportation (1)
- G. Compliance Specialist-EMIS (1)
- H. Treasurer's Assistants (3)
- I. Compliance Specialist Finance/Personnel (1)

1. When an employee covered by this Handbook is required to work additional time outside of his/her normally scheduled work hours, he/she may be eligible to accumulate Compensatory time at his/her regular rate of pay. The supervisor maintains the right to mandate an employee to work outside the employee's regular hours.
2. Use of Compensatory time must be approved by the employee's direct supervisor. The employee and supervisor should make every attempt to come to a mutually agreeable time when Compensatory time can be used. The supervisor maintains the right to deny any request to use Compensatory time.
3. Efforts should be made to utilize Compensatory time within the pay period the time was accrued when possible.

4. Compensatory time cannot be used to extend approved vacations or personal leave, unless approved by immediate supervisor
5. Compensatory time must be used in the school year it was earned. All Compensatory time will reset at zero (0) on July 1 of each year.
6. Employees are also required to complete a spreadsheet demonstrating when Compensatory time was earned and likewise one demonstrating when the time was used.