

NON-UNION EMPLOYEE BENEFITS

The employee benefits described herein shall be provided by the Board of Education to non-union employees, as set forth herein, unless otherwise agreed upon in the employee's individual contract of employment. In no event shall the employee benefits provided be less than that which is otherwise required by law. This policy shall be reviewed on an annual basis, and is subject to change, with or without notice to affected employees.

Vacation Leave

Employees contracted to work during all 12 months of the year shall begin to accrue vacation days during the month following an employee's first date of service with the District.

Vacation days will be earned in accordance with the schedule set forth in the OAPSE negotiated agreement, unless specifically addressed in an employee's job description or the employing resolution/contract adopted by the Board. Initial placement on the vacation earning schedule will be based upon the employee's number of years of relevant experience, as determined by the Superintendent or his/her designee upon hiring. So long as the High School Principal position remains a 260-day employment contract, the individual in that position shall be eligible to earn a maximum of 20 vacation days per contract year.

The maximum number of accrued but unused vacation days that an employee may retain shall not exceed three times the number of the vacation days the employee is eligible to earn annually.

Upon separation from employment for any reason, an employee will be paid for his/her accrued but unused vacation days by multiplying the number of such days retained by the employee's current daily rate of pay.

Sick Leave

Employees shall accumulate sick leave at a rate of one and one-fourth days per month, beginning the month following an employee's first date of service. The maximum number of sick days that an employee may accrue shall be 260 days.

Employees are not eligible to donate sick leave days to any other employee nor receive donated sick leave days from any other employee.

Sick leave shall be granted to maximum accumulation for any of the following reasons:

- (1) Personal illness
- (2) Personal injury
- (3) Pregnancy
- (4) Exposure to contagious disease which could be communicated to others.

- (5) Illness or injury to a member of the immediate family
- (6) Death in the immediate family
- (7) Funeral of any relative or in-law

Immediate family shall mean any of the following persons: spouse; children; father; mother; brother; sister; and in-laws of any of the aforementioned relations. Immediate family also includes members of the immediate household; grandparents; grandchildren; or other persons who have assumed a similar personal position (listed in this paragraph) to the employee regardless of residency or relationship. The Superintendent may require an employee to provide an explanation of his/her relationship to an individual from the last group listed.

Use of paid sick leave for maternity leave for a normal pregnancy must be completed within 30 work days of the date of birth, and adoption leave must be completed within 15 work days of the employee obtaining physical custody of the child. “Work days” for these leaves during the school year are days in which an employee is scheduled to work. Calamity days shall not extend the leave period. Work days during the summer break are Monday through Friday, not including holidays. Additional leave for maternity purposes will be unpaid and will be governed by the FMLA or other applicable state and/or federal law.

For each normal pregnancy, the length of the mother’s hospital stay, and no more than two (2) calendar days after the mother’s discharge from the hospital, may be used for maternity reasons by the non-birth parent, unless approved by the Superintendent or verified by a physician that additional days are needed.

An employee may use his/her sick leave for the care of a newly-adopted preschool child for up to fifteen (15) contract days following the employee’s obtaining physical custody of the child. Should the adoption involve more than one employee, the total days used shall not exceed fifteen (15) contract days.

Sick leave will be granted in one-half day or full day increments for employees contracted to work 30 hours or more per work week. Employees working less than 30 hours per work week will only be granted leave in full day increments.

If absence due to personal illness exceeds three (3) consecutive days during which the employee would normally be on duty, the Superintendent shall have the authority to request a “Physician’s Certificate” be completed and presented to the building principal or supervisor and hence forwarded to the Treasurer.

Employees are eligible to receive payment for nonuse of paid sick leave and personal leave, on an annual basis, as follows:

Sick Days Used	9 Month Employees	12 Month Employees
0 days used	\$180.00	\$250.00
½ - 1 day used	\$110.00	\$150.00

The premium payment shall not be considered as salary for retirement credit and will be given to each employee who met the incentive and was hired prior to September 30th of the school year in which the incentive was earned. Payment will be made by separate check direct deposit in a lump sum by August 10th of the year the incentive was earned.

Personal Leave

Employees shall be allowed two personal leave days per fiscal year, which shall be credited to the employee during the month of July. If up to one personal leave day remains unused from the previous fiscal year, up to one personal leave day will be rolled to the next fiscal year, for a maximum of three personal leave days. Three personal leave days shall be the maximum balance available for use by an employee in any fiscal year. All personal leave days will be unrestricted in use, except that an employee may not use personal leave for the purpose of engaging in gainful employment.

Personal leave will be granted in one-half day or full day increments for employees contracted for 30 hours or more per work week. Employees working less than 30 hours per work week will only be granted personal leave in full day increments.

An employee hired after July 1st but before December 31st shall be granted two days of personal leave. An employee hired after January 1st but before June 30th shall be granted one day of personal leave.

Severance

Employees shall be paid for 25% of their accrued but unused sick leave days upon retirement from the District at their current daily rate of pay. Retirement for purposes of this payment will become effective the day after the employee's last day of service with the District, and is not subject to actual receipt of retirement income payments from a retirement system.

Any such employee that submits a written resignation for retirement purposes by March 1st of the year of their retirement, with a retirement effective date between the last day of the current school year and the first day of the succeeding school year, will be granted an additional five days of severance pay.

Payment of severance shall eliminate all sick leave credit accrued and unused by the employee as of the effective date of retirement and will be paid in a single lump sum payment. No payment for accrued and unused sick leave days will be made based upon an employee's separation from employment with the District, except as set forth in the employee's contract.

Unpaid Leave

An employee may submit a written request to the Superintendent's office for an unpaid leave of absence of up to five consecutive days, which shall include an explanation of the necessity for the use of such leave. The Superintendent or the Assistant Superintendent may grant such request, subject to subsequent authorization by the Board.

Work Attire Stipend

A stipend of \$400.00 shall be provided through payroll, on an annual basis, in the second pay in August, to the employees in the positions listed below, for purposes of purchasing appropriate work attire. The stipend provided to such employees hired after January 1st but before June 30th shall be \$200.00. Said payment shall be subject to all applicable taxes and other withholdings.

- Maintenance Supervisor
- Maintenance Tech. Assistants I & II
- Transportation Supervisor
- Head Mechanic
- Mechanic
- Assistant Mechanic
- Campus Custodian

Holidays

Employees shall not be required to report to work on the following holidays, but will be paid for such days:

12 Month Employees

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

9 Month Employees

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

Day After Thanksgiving Day
Christmas Eve Day
Christmas Day

LEGAL REFS: R.C. 3319.084; 3319.141; 3319.142; 3319.13

Adopted: February 20, 2020