

TITLE: Conditions of Employment
State Board of Education Ref: 18A-2-1

In addition to the conditions of employment designated in this chapter (4000 Series), the Gilmer County Board of Education also adheres to those conditions of employment set forth in Appendix B of this policy document.

APPENDIX B

I. CONDITIONS OF EMPLOYMENT

A. Teacher Employment

1. Employment is made by the board of education only upon nomination and recommendation of the superintendent. The board can turn down the nominations. All personnel so nominated and recommended for employment shall meet certification, licensing, training, and eligibility requirements.
2. All teachers shall execute a contract with the board which shall state the salary to be paid.

B. Types of Contracts

1. Probationary Contract - Teachers who have taught less than three years in the county system in which they are employed are given probationary contracts. Probationary contracts are normally issued for one year but may be issued for two or three years. Probationary teachers must be nominated for rehiring by the superintendent at a meeting of the board on or before the first Monday in May. Any probationary employee who is not rehired by the board shall be notified in writing, within ten days following the board meeting. The teacher may also request that the reasons for the non-retention be given and request a hearing before the board within ten days after receiving the written notice. At the hearing, reasons for the non-retention must be given.
2. Continuing Contract - Teachers who have taught more than three years in the school district in which they are employed and are fully certified are given continuing contracts. The continuing contract of any teacher shall remain in full force and effect, except with certain exceptions:
 - a. The contract may be modified by mutual consent of the school board and the teacher;
 - b. the contract may be terminated by a majority vote of the full membership of the board before April 1st whereupon the teacher must be given written notice and be informed of the cause of dismissal and be given a chance for hearing at a meeting of the board;
 - c. the contract may be terminated by the written resignation of the teacher.

APPENDIX B
(cont'd)

A continuing contract for any teacher shall not operate to prevent a teacher's dismissal based upon the lack of need for the teacher's services pursuant to the provisions of the law relating to the allocation of teachers and pupil-teacher ratio. In case a teacher is so dismissed, they shall be placed upon a preferred list in the order of their length of service with that board, and no teacher shall be employed by the board until each qualified teacher upon the preferred list, in order, shall have been offered the opportunity for reemployment: Provided that he has not accepted a teaching position elsewhere.

The board is authorized to provide for released time of a teacher for any special professional or governmental assignment without jeopardizing the contractual rights of the teacher.

Any teacher who fails to fulfill his contract with the board shall be disqualified to teach in any other public school in the State for a period of the next school year, unless:

1. prevented from so doing by personal illness; or,
2. other just cause; or,
3. released from such contract by the board, or who violates any lawful provision thereof.

The state department of education may hold all papers and credentials of such teacher on file for a period of one year for such violation.

Teachers should read their contracts, maintain a copy in their personal file and return the signed original to the board office.

C. Hiring

The Federal Civil Rights Act of 1964 prohibits discrimination in employment on the basis of race, color, religion, national origin, or sex, including discrimination in recruitment, selection, assignment, promotion, transfer, layoff, discharge, recall, salary, and benefits.

APPENDIX B
(cont'd)

D. Extra Duties and Compensation

The Federal Equal Pay Act, 1963, prohibits sex discrimination in salaries and fringe benefits. All workers - including those in professional, executive, and administrative positions in education and other institutions - are now protected by the EPA.

The Act provides that a man and a woman working for the same institution under similar conditions in jobs requiring substantially equivalent skill, effort, and responsibility must be paid equally.

E. Teacher Transfer

The superintendent, subject only to the approval of the board, shall have authority to assign, transfer, promote, demote, or suspend school personnel and to recommend their dismissal pursuant to the provisions of the School Laws of West Virginia.

F. Teacher Resignation

A teacher may resign in writing a letter to the board of education. This resignation takes effect at the close of the current school year except where the board and teacher mutually agree on another time.

G. Teacher Suspension

The board or superintendent may suspend any person at any time for immorality, incompetency, cruelty, insubordination, intemperance or willful neglect of duty. Charges at the hearing must be substantiated. The charges must be stated in writing and the employee must be given an opportunity to a hearing by the board.

H. Reasons for Dismissal

A board may dismiss any employee at any time for the following reasons: Immorality, incompetency, cruelty, insubordination, intemperance, willful neglect of duty.

The employee must be notified in writing of the charges within five days after the charges have been presented to the board and the teacher must be given a right to a hearing.

APPENDIX B
(cont'd)

A teacher may be dismissed based upon lack of need for the teacher's services. If a teacher is dismissed because of reduction in force, they must be put on a preferred list in order of their length of service. No teacher shall be hired by the board until each qualified teacher, upon the preferred list, in order, shall have been offered the opportunity for reemployment.

I. Certification

Any professional educator employed by West Virginia Public Schools must hold a valid teaching certificate licensing him to teach in the specializations and grade levels shown on his certificate for the period of his employment.

All certificates expire on June 30th of the last year of their validity irrespective of their date of issuance.

A teacher who is issued a certificate must have the following qualifications:

1. Must be a citizen of the United States (except an exchange teacher or an alien who meets the requirements to teach and has filed a declaration of intention to become a naturalized citizen.)
2. Must be of good moral character.
3. Must be physically, mentally, and emotionally qualified to perform the duties of a teacher.
4. Must be at least 18 years old on or before the first day of October of the year in which his certificate is issued.

J. Types of Certificates

1. Professional Teaching Certificate - A professional certificate may be issued to a person who has completed the requirements for a bachelor's degree from an accredited institution of higher education. The certificate will indicate the grade level or levels or areas of specialization in which the person is licensed to teach. The initial certificate is issued provisionally for a period of three years. This certificate is converted to a professional certificate valid for five years or renewed according to state board regulations.

APPENDIX B
(cont'd)

2. Professional Administrative Certificate - A professional administrative certificate may be issued to a person who has completed requirements for a master's degree. The professional administrative certificate is also issued provisionally for three years and may also be converted to a professional administrative certificate valid for five years or renewed, subject to state board regulations.
3. Other Permits, Certificates - Other permits and certificates may be issued, subject to the approval of the state board, to persons who do not qualify for the professional certificate. Such permits or certificates will not be given permanent status and must be renewed.

K. Renewal of Certificates

Renewal of the certificate is clearly the teacher's responsibility. It is not the responsibility of the superintendent or the principal. Teachers should be aware of the expiration date of their particular certification and make appropriate plans for renewal.

In order to renew a certificate, a teacher must:

1. Select an approved program in consultation with the superintendent.
2. File an application on the prescribed form which can be obtained at the county board of education office.
3. Present the official transcript of six hours of approved credit.
4. Submit a recommendation based on successful teaching experience from the county superintendent in the county in which you last taught or resided.

L. Permanent Certification

The person who holds a professional certificate, valid for five years, shall have his certificate made permanent if he meets either of the following requirements:

1. completion of third renewal,

APPENDIX B
(cont'd)

2. after five years of service in public schools, presentation of transcript showing completion of requirements for a master's degree or completion of fifth year of training leading to a bachelor's degree in library science from a school approved by the American Library Association.

M. Revocation of the Teaching License

The state superintendent may, after ten days' notice and upon proper evidence, revoke the certificates of any teacher for drunkenness, untruthfulness, immorality, or for any physical, mental, or moral defect which would render the teacher unfit for the proper performance of his duties. A teaching license may also be revoked for neglect of duty, refusal to perform duty, or for using fraudulent or insufficient credit.

N. Evaluation

State School Board Policy Statement 5300 says the following about evaluation:

"Every employee is entitled to know how well he is performing his job, and should be offered the opportunity of open and honest evaluation of his performance on a regular basis. Any decision concerning promotion, demotion, transfer, or termination of employment should be based upon such evaluation, and not upon factors extraneous thereto. Every employee is entitled to the opportunity of improving his job performance, prior to the terminating or transferring of his services, and can only do so with assistance of regular evaluation."

"Every employee is entitled to 'due process' in matters affecting his employment, transfer, demotion, or promotion."

Every teacher has the right to fair, just, and constructive evaluations of his/her performance as a teacher. The purpose of such evaluation being that of making the teacher a better teacher and improving the learning environment for the students. There is no place for petty politics or prejudice when teacher evaluation is concerned. Teachers should be involved in formulating the evaluation program and the procedures for evaluation. Teachers will welcome this involvement as an opportunity to grow professionally.

APPENDIX B
(cont'd)

A good teacher evaluation program includes the following:

1. Measurable Goals - The objectives for evaluation must be developed based upon reasonable and measurable goals.
2. Job Expectations - The objectives must be based upon the established expectations of the teacher.
3. Extreme Circumstances - The system must allow for circumstances over which the teacher has no control (i.e., class size, physical surroundings, budget limitations, etc.)
4. Observations - The evaluations must be based on several classroom observations at which time the evaluator physically observes the entire class operation including instruction presentation and evaluation procedures.

It is unfair practice to evaluate the teacher learning process from the hallway, through a keyhole, over the intercom, or through "lunch room" gossip.

5. Conferences - The evaluation system must include an opportunity for teacher input, a follow-up conference, etc.
6. Required Signatures - Many evaluation procedures require the teacher to sign that they have viewed the evaluation. This practice could be a safe guard for the teacher, however, a teacher should NEVER be forced to sign a statement that they are in agreement with the contents of an evaluation be it good or bad.

Teachers should NEVER fill out their own evaluation form unless it is a separate approved self-evaluation procedure (several counties have developed optional self-evaluation procedures). Teachers should NEVER sign a blank evaluation form for the evaluator to complete later. This blank check could bounce back as an overdraw that may be your job security.

7. Copies and Records - The evaluation system must make provisions to provide the teacher with a copy of the evaluation for their records.

Each teacher should maintain copies of every evaluation for their personal file.

Federal statutes allow teachers also to view, upon request, their personal files at the board of education office.

APPENDIX B
(cont'd)

Negative Evaluations

If you receive a negative evaluation, DON'T PANIC. Study the evaluation and rebuttal statements. You may wish to:

- 1) Schedule a conference with the evaluator (principal, assistant principal, etc.) to seek additional explanations or to allow you to express your views on the negative items.
- 2) Schedule a conference with the superintendent or his designee regarding the negative items.
- 3) File a written rebuttal to the negative evaluation and insist that it be filed along with the evaluation.

Secure help. The West Virginia Education Association field service staff is well versed on state requirements and evaluation procedures and are willing to advise you. Before taking action, call.

Summary - Teacher evaluation is a desirable practice. Teacher evaluation, adequately planned with teacher involvement, proper implementation and effective follow-up can be the key to improving teaching and learning.

Improperly used, the system can be demeaning to the professional teacher and a detriment to the total learning process.

Most superintendents and school boards realize the importance of effective evaluation and will welcome the input of the county education association. They fully realize that teachers will more effectively accept this important program if they are given the common courtesy to participate in formulating the system.

Members may wish to check with your county president to determine the teacher input into the planning of your county's evaluation program.

0. Personal File

The best possible job protection, teachers should have the following in their own personal file (not to be confused with the personnel file that you may have access to in your school):

APPENDIX B
(cont'd)

Remember to contact your association representative as progressive discipline takes place. Your membership in the WVEA entitles you to help and, if the situation goes far enough, to legal assistance. Keep your leadership informed.

P. Filing a Grievance

A grievance is a formal complaint presented to a recognized authority with the hope of redress.

In West Virginia, each county is required to have a grievance policy and each teacher should be familiar with the policy. Copies can be obtained from the county education association or the Professional Rights and Responsibilities chairperson.

Although there is some variance, county to county in the grievance policies, generally speaking they provide for a multi-level appeal process that begins within the institution and proceeds to the county and finally to state level. WVEA recommends that any teacher who is considering filing a grievance review, in detail, the requirements of his own county's policy. Procedures defined in the grievance policy should be complied with completely. Before filing a formal grievance, WVEA recommends that the teacher begin the process by beginning with the informal complaint before filing a grievance.

Informal Complaint - Steps before the formal grievance is filed.

In most situations, the following recommended approach to the processing of a grievance is desirable.

1. The complainant should talk with the faculty representative and discuss the problem. If, after consultation with the faculty representative, a satisfactory solution cannot be found, proceed to the next step.
2. The complainant should advise the county Professional Rights and Responsibility Committee chairman of the situation and request assistance in filing a grievance. The chairman should inform the WVEA field services staff in the case assistance is needed.

The WVEA Field Services Staff will then work with the member and the PR&R chairman. If the complaint is not settled informally, consultation with the WVEA staff attorney may be necessary. Members are advised not to retain an attorney prior to consulting with a member of the Field Services Staff. In some sensitive personal cases in which teachers may not want to discuss the matter on the local level, a direct contact with the Field Services Staff may be necessary.

APPENDIX B
(cont'd)

- transcripts of all undergraduate and graduate credits and degrees
- a copy of all certificates for teaching
- all professional ratings supplied by the jurisdiction in which you are teaching
- all records pertaining to retirement
- your record of accumulated personal leave days
- individual salary notices for both extra curricula and regular position
- letter of appointment
- all contracts
- a copy of your professional liability policy
- school board policy manual if available
- documentation of commendations, awards, honors
- record of classroom techniques, disciplinary referrals of students and methods used in handling certain classroom problems
- grievance procedure and filing forms
- copies of all letters to and from administrators. Make certain missing information goes into your personal file.
- record of teaching assignments for as many years as possible. Include courses taught, number of sections of each, number of students in each, non-teaching duties assigned.

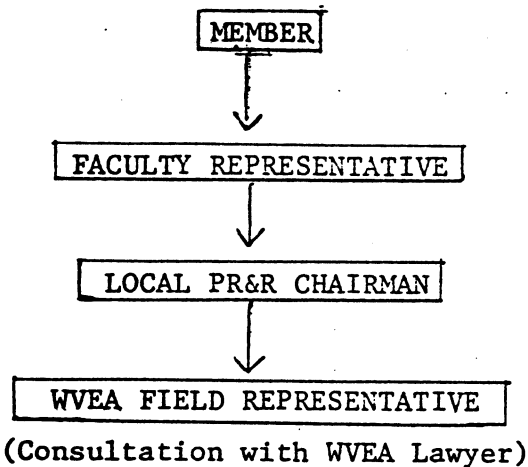
Record keeping is important throughout all phases of your teaching career. Do not wait for trouble to start before you start keeping records. This information may be important later if you must go through a grievance or dismissal hearing. The general rule of thumb is never throw anything away.

APPENDIX B
(cont'd)

Procedure for Processing a Grievance

The written process should detail the steps to be taken in the settling of a grievance beginning with the principal or head teacher and ending, if it progresses that far, with the board of education. Although the chain of command of processing grievances should be observed, no one in a position of administration should be allowed the privilege of vetoing an appeal to a higher official. For example, the first person who should be contacted in the settling of a grievance should be the principal of the building. However, if it is not within the realm of the principal's authority or experience to settle the grievance, then the teacher, under the procedure outlined, should be able to go to whomever has the responsibility and authority to handle the situation.

PROCEDURE FOR FILING A GRIEVANCE

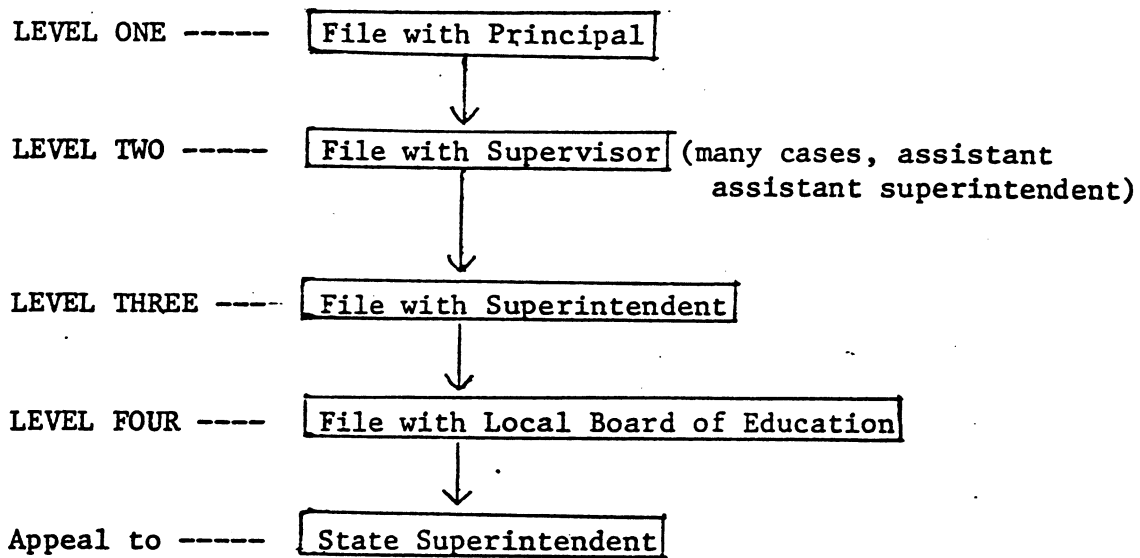


Grievance may be withdrawn by complaining member at any level:

Step 1. Informal Discussion with Principal

If problem is not resolved to satisfaction of grievant, PROCEED to LEVEL ONE.

APPENDIX B
(cont'd)



APPENDIX B
(cont'd)

II. LAWS GOVERNING LEAVE

A. Personal (Sick) Leave

At the beginning of the employment term, any full-time employee shall be entitled annually to at least one and one-half days personal leave for each employment month or major fraction thereof. Unused leave is accumulative without limitation and is transferable within the state.

Teachers should check individual county policies concerning length of time allowed for bereavement leave, emergency leave (leave for which you don't have to state a reason), and, policies dealing with sick leave. Personal leave is paid leave and can be used for absences resulting from maternity.

Title IX regulations require that, "leave and fringe benefits to pregnant employees must be offered in the same manner as are leave and benefits to temporarily disabled employees."

A teacher may continue in her employment as long as she and her doctor determine she is capable of performing her duties, or until such time as the board can prove she is not performing her duties.

The teacher should follow normal procedures as outlined in county policy manual for illness.

B. Maternity Leave

In the event the teacher wishes to begin her leave prior to doctor's certification and/or remain longer than certified by the doctor, she must request a leave of absence from the board of education. Maternity leave is a leave of absence without pay.

If a teacher does not have personal leave accumulated sufficient to cover the period she is ill, she will be absent without pay.

Use of sick leave for maternity purposes shall not effect any of the teacher's retirement and salary benefits, reassignment, tenure, and seniority rights.

C. Professional Leave

County boards of education MAY approve the attendance of any teacher, without loss of pay, at educational conventions, conferences or other professional meetings of teachers on school days. The board may pay all or any part of the expenses for designated personnel.

APPENDIX B
(cont'd)

III. COMPENSATION AND BENEFITS

A. Salary

The state of West Virginia requires a minimum salary schedule for all teachers. However many counties supplement this basic salary. Check the WVEA Annual Report and Handbook for the current salary schedule.

County salary supplements cannot be reduced except under the following circumstances:

1. loss of state aid
2. loss of a special levy
3. loss in the assessed property value
4. conditions beyond the control of the board.

B. Life Insurance

The state provides a \$10,000.00 life insurance policy for all school employees. Any new employee must pay 30 per cent of the premium for the first year. After the first year the state pays the entire premium.

C. Health Insurance

All employees and their dependents are eligible for the Public Employees Insurance. Any new employee should apply for the Health and Life Insurance as soon as they are employed. If you enroll after 31 days of employment you must submit proof that they are in good health before they are covered. The employee must pay 30 per cent of the premium the first year. After the first year the state pays the entire premium. The premium is deducted from your pay. Any change in marital status may alter coverage. Contact your board of education office to make appropriate changes.

These two policies make up a package deal. The employee must take both policies. Each insured employee will receive a copy of the group benefits plan booklet issued by the Public Employees Insurance Board.

APPENDIX B
(cont'd)

D. Retirement

All teachers in West Virginia Public Schools are required to belong to the State Teachers Retirement System. Teachers contribute six (6) per cent of their annual salary to the retirement system. The state of West Virginia matches this amount.

A member qualifies for lifetime monthly benefits after completing one of the following eligibility requirements:

<u>AGE</u>	<u>MINIMUM YEARS SERVICE CREDIT</u>
Any Age	35
55	30
60	5

After ten years of West Virginia service, a disability benefit is available, at any age, provided the member is totally disabled for six months and the disability is presumed to be permanent.

Death of a member, prior to retirement, usually results in the refund of contributions plus interest plus state matching funds. However, if at the time of the member's death the deceased had (1) 25 years of service and (2) was over the age 50, a monthly benefit (surviving Spouse benefit) will be available to the member's surviving Spouse providing said Spouse is named as the Sole Primary Beneficiary.

A member with five, but less than twenty years service, may retain his rights indefinitely by working every other year, or by paying for absence. A deposit for absence shall equal his last annual contribution. An absentee may pay for one-half of his absence until he is age 60 and qualify for a retirement allowance at that time.

All members must retire at the end of the school year during which they attain their 65th birthday, however, a retired member may continue employment under the following conditions:

APPENDIX B
(cont'd)

Full Time Employment of Retired Members - (1) the retired member must notify the Teacher Retirement Office of their intentions to take full time employment, (2) they then forfeit their retirement benefit so long as full time employment continues except for that portion of their benefit purchased by their contributions, (3) the retired member cannot make further contributions nor accumulate any additional service credit (4) upon termination of full time employment the retiree must so notify the Teacher Retirement Office and normal retirement benefits will be paid beginning the first of the following month.

Part Time Employment of Retired Members - Retired members may continue part time employment within the Teacher Retirement System and draw full retirement benefits providing (1) they do not work more than half time and (2) do not draw more than half pay.

A retired teacher may teach up to 100 days in a school year as a substitute teacher and still draw full retirement benefits, however, for teaching in excess of 100 days the retired teacher will lose benefits for every month thereafter during which one or more days are worked for the balance of that fiscal year.

In college teaching, half time service shall mean teaching less than seven semester hours of college credit per week.

Otherwise, a retired person may accept employment without loss of any retirement benefits except when employed by the State of West Virginia or any Agency covered by the Public Employees Retirement System or the State Teachers Retirement System.

Any questions concerning teachers' retirement should be referred directly to their office. The address is:

Teachers Retirement Board
Executive Secretary
Building 6, Capitol Complex
Charleston, West Virginia 25305
Phone Number: 1/800/642/8509

E. Workman's Compensation

Teachers are covered by Workman's Compensation for job related injuries. Required claim forms may be obtained from board offices.

APPENDIX B
(cont'd)

IV. WEST VIRGINIA EDUCATION ASSOCIATION MEMBERSHIP BENEFITS AND SERVICES

A. WVEA-NEA Educator Employment Liability Program.

This policy is one of the benefits of your membership dues.

THE FOLLOWING INFORMATION IS ONLY A GENERAL DESCRIPTION OF COVERAGES AND IS NOT A STATEMENT OF CONTRACT. ALL COVERAGES ARE SUBJECT TO THE EXCLUSIONS AND CONDITIONS IN THE POLICY ITSELF AND DIFFERENCES IN COMPLIANCE WITH STATE STATUTES.

1) Educators Liability - \$500,000 each Occurrence

The liability section provides coverage in almost any liability action arising out of employment as an educator. The coverage would include cases involving: bodily injury, property damage, false arrest, libel, slander, constitutional rights, mental anguish, etc. Also, all costs of defense in these cases would be paid.

2) Employment Rights Protection - \$2,500 each Occurrence

One intent of this coverage is to pay defense costs in a criminal action involving corporal punishment. Equally as important, this coverage provides for reimbursement of attorney's fees in cases involving salary, tenure, dismissal, resignation, and other professional rights. In any employment rights action initiated by the insured, defense payments are contingent upon a favorable decision for the insured and are subject to a 15 per cent deductible provision.

3) Bail Bond - \$1,000 each Bond

This coverage will pay the premium for a bail bond required of the insured for an occurrence arising out of the insured's educational employment. This does not, however, obligate the Company to apply for or furnish such bond.

4) Personal Property for Assault - \$250 each Occurrence

This pays for damage to or destruction of the insured's personal property caused by an assault upon the insured during authorized school activities. This coverage does not apply to vehicles of any kind and is considered excess coverage over any other collectible insurance on the personal property.

APPENDIX B
(cont'd)

5) Punitive Damages - \$5,000 each Occurrence

This coverage will pay punitive damages assessed by the court for a claim arising out of the insured's educational employment activities. Punitive damages are not allowed in every state.

6) Personal Injury Benefits for Assault

This coverage provides:

- a) Excess medical expense for assault upon the insured, up to \$10,000.
- b) Excess disability income for assault upon the insured, up to \$250 per month. (Combined medical and disability benefits are limited to \$15,000.)
- c) Death benefits from assault upon the insured, \$10,000.

Coverage under the employment liability program applies to all Active Members, Associate Members, NEA Life Members, and Student Members.

Claims Procedure - The following occurrences should be reported immediately to the WVEA Field Service Representative:

- 1) Any incident involving the death or injury requiring medical attention to a student arising out of a school activity.
- 2) The receipt by the insured of a notice of claim, lien letter from an attorney, or summons or law suit related to employment.
- 3) Any situation the insured believes to be covered by the policy.

Do not contact an attorney to represent you before contacting your WVEA Field Service Representative. When contacting your Field Service Representative the insured should be prepared to present a brief description of the occurrence and a copy of any legal documents.

APPENDIX B
(cont'd)

Arbitration - If the insured, or any other person making claim under this policy, and the Company (Horace Mann is the present underwriter) do not agree that benefits are payable, or do not agree as to the amount payable, the matter shall be subject to the commercial arbitration rules of the American Arbitration Association. The arbitration proceeding shall be held near the location of the insured or other claimant's residence unless otherwise agreed upon. The decision of the arbitrator shall be final and binding upon all parties.

~~V. STUDENT DISCIPLINE~~

Corporal Punishment

~~The use of excessive physical force by school officials on students is illegal. Moderate, corporal punishment used to enforce discipline is permitted by law. However, such punishment must not be wanton or malicious and must not be in excess of the offense. The W.Va. Code 18A-5-1 does not prohibit the spanking by hand, the physical seizure and removal of unruly students from the classroom nor the use of physical force to restrain students from fighting or engaging in destructive or illegal acts.~~

~~Corporal punishment must be administered by the principal, or assistant principal, or by a teacher with the permission of the principal. In all cases, corporal punishment must be administered in the presence of a witness.~~

Repealed