



Book	Policy Manual
Section	Policies for the Board
Title	Vol. 38, No. 2 - January 2020 Replacement EMPLOYMENT CONTRACT
Code	po4124
Status	

4124 - EMPLOYMENT CONTRACT

~~[] (City)~~

~~For classified employees newly hired into a position covered by the civil service laws,~~

~~() but not a part of a bargaining unit represented by a recognized labor representative, a probationary period of ___ days will be served. Following successful completion of the said probationary period, such classified employees will become permanent employees and subject to removal in accordance with civil service law.~~

~~[] For classified staff who are employed in positions within a recognized bargaining unit, employment contracts and sequence will be determined in accordance with the terms and conditions set forth in the collective bargaining agreement.~~

Unclassified civil servants are "at will" employees.

~~[Drafting Note: If not already clearly established, to determine the number of days between sixty (60) and one (1) year for your District's probationary period, you will need to contact your municipal civil service commission. If you have opted out of civil service and/or there is no active civil service in your jurisdiction, the Board may choose to set that number within those parameters. Nothing precludes a board from setting the number of days for these employees in concert with the terms set forth in a collective bargaining agreement with a union; however, the parameters remain between sixty (60) days and one (1) year.]~~

~~[END OF CITY OPTION]~~

~~[] (Local)~~

The Board requires for the mutual protection of the District and the classified staff member that every newly employed person in a classified position including regular hourly rate and per diem classified staff sign an initial employment contract for a period of not more than one (1) year.

The employment contract shall include the term for which employment is contracted, the salary, and such other matters as may be necessary to a full and complete understanding of the contract. In order to ensure employment, the applicant must sign the contract and abide by the policies of the Governing Board which pertain to him/her.

If classified staff are rehired, their three (3) subsequent contracts shall be for a period of two (2) years each. At the end of the third of these two (2) year contracts, if the classified staff member is renewed, it will be under a continuing contract.

Notice of the Board's intention not to re-employ a classified staff member shall be given on or before the first day of June.

Annual salary notices for the succeeding contract year shall be provided to classified staff no later than the first day of July.

Salaries provided to classified staff by contract may not be reduced unless such reduction is part of a uniform plan affecting the nonteaching employees of the entire District.

[Drafting Note: Most collective bargaining agreements with non-teaching unions are silent on the issue of contract sequence and renewal/nonrenewal. If so, this policy provides local districts with concise language that parallels the law. However, if your agreement spells out a different sequence (for example, a probationary period followed by continuing contract status) then an additional sentence should be added:]

~~+~~ For classified staff who are employed in positions within a recognized bargaining unit, employment contracts and sequence will be determined in accordance with the terms and conditions set forth in the collective bargaining agreement.

~~[END OF LOCAL OPTION]~~

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