INTRA-COUNTY OPEN ENROLLMENT

The Board of Education shall permit any eligible, elementary, middle school, or high school student in the County to apply for enrollment in any County program or school, provided the student's application meets the requirements of the State and the conditions established in County guidelines.

The following definitions shall apply:

**Home Attendance Area**
The school to which the student has been assigned prior to any request for transfer.

**Open Enrollment**
West Virginia State Code, West Virginia State Board of Education policies, and regulations concerning the Board's authority to adopt resolutions regarding intra-county enrollment policies and guidelines. Intra-county open enrollment permits the admission of students to any appropriate school or program in the County.

**Home Attendance Area Student**
A County student who resides in the home-school attendance area.

**Out of Attendance Area Student**
A County student who enrolls (seeks to enroll) in a program or school in another attendance area within the County.

**Program**
Any one of the specific course offerings of this County.

**Program Size**
The restrictions on a number of students in a program due to circumstances unique to that specific program, or financial or operating conditions of the County.

The Superintendent shall prepare guidelines for the implementation of this policy in ways that comply with relevant State laws and guidelines and establish procedures that provide for the following:

A. Compliance with Federal and State discrimination laws.

B. A student's application cannot be denied because of disciplinary action in his/her home school, except for a suspension in violation of the Safe Schools Act or expulsion. An applicant must have no more than ten unexcused absences in the previous semester.

C. Application procedures must be completed during any change of programmatic level (elementary to middle school or middle school to high school).

D. Parents must arrange for a meeting with the proposed out of area school concerning this policy and the County's guidelines, including the timelines for application and notification of acceptance or rejection.

E. Athletic eligibility shall comply with State regulations and the provisions set forth by the West Virginia Secondary Schools Commission (WVSSAC).

F. Transportation to an out of area school is the responsibility of the parent.

G. The Superintendent may set County capacity limits by grade level, school building and educational program. The Superintendent may grant any transfer deemed in the best interest of the student.

Revised 4/16/18
INTERSCHOLASTIC ATHLETICS

The Board of Education recognizes the value to the students of the County and to the community of a program of interscholastic athletics for students as an integral part of the total school experience.

The program should foster the growth of school loyalty within the student body as a whole and stimulate community interest in athletics.

The game activities and practice sessions should provide many opportunities to teach the values of competition and good sportsmanship.

The program of interscholastic athletics should provide students the opportunity to exercise and test their athletic abilities in a context greater and more varied than that which can be offered by a school or the School District alone.

For purposes of this policy, the program of interscholastic athletics shall include all activities relating to competitive sport contests, games, events, or sport exhibitions involving individual students or teams of students of this County with those of another county.

The Board shall approve annually a program of interscholastic athletics.

The Board delegates the control, supervision, and regulation of its interscholastic athletic events and band activities to the West Virginia secondary school commission" (WVSSAC).

[ ] These eligibility standards shall apply to all other co-curricular and extra-curricular activities sponsored by the Board. (See County District Policy 2430)

Students identified as disabled under relevant State and Federal laws are subject to the eligibility standards established by this policy unless specifically exempted by the express terms of their individualized education program (IEP). An IEP may specify the criteria by which a grade will be determined for (a) course(s), given the individualized student's disability.

Because the primary purpose of the athletic program is to enhance the education of participating students as indicated in this policy, the Board places top priority on maximum student participation and the values of good sportsmanship, team play, and fair competition.
the Board and the State Board of Education.

participation in interscholastic athletics, subject to State law and other policies of

Students shall be excused from classes and/or supervised study to permit them

MARION COUNTY SCHOOLS

BOARD OF EDUCATION

PROOFREAD
The Superintendent shall annually approve, and present to the Board for its consideration, a program of interscholastic athletics which shall include, to the extent practicable, a complete schedule of events and shall secure board approval before making any changes in the said schedule.

Any person licensed by, or certified or registered in, this State or another State to provide health care or professional health care services: 1) Who is in attendance at an athletic event sponsored by a public or private elementary or secondary school; and 2) who gratuitously and in good faith agrees to render emergency care or treatment to any participant during the event in connection with an emergency arising during or as the result of the event, without objection of such participant, shall not be held liable for any civil damages as a result of such care or treatment, or as a result of any act or failure to act in providing or arranging further medical treatment. The limitation of liability shall not apply to acts of omissions constituting gross negligence or willful misconduct. For purposes of this policy, the term “athletic event” includes scheduled practices for any athletic event.
The Superintendent shall develop appropriate administrative guidelines for the operation of the Athletic Program and a Code of Conduct for those who participate. Such guidelines should provide for the following safeguards:

A. Prior to enrolling in the sport, each participant shall submit to a thorough physical examination by a Board-approved physician and parents shall report any past or current health problems along with a physician’s statement that any such problems have or are being treated and pose no threat to the student’s participation.

B. Any student who is found to have a health condition which may be life-threatening to self or others shall not be allowed to participate until the situation has been analyzed by a physician licensed to practice in the State of West Virginia that has determined the conditions under which the student may participate.

C. Any student who incurs an injury requiring a physician’s care is to have the written approval of a physician prior to the student’s return to participation.

In order to minimize health and safety risks to student-athletes and maintain ethical standards, school personnel, coaches, athletic trainers, and volunteer coaches shall not dispense, supply, recommend, or permit the use of any drug, medication, or food supplement solely for performance-enhancing purposes. The Superintendent shall cause to be posted in all locker rooms in buildings that include students in any grade higher than the fifth grade, the following: “Warning: Improper use of anabolic steroids may cause serious or fatal health problems, such as heart disease, stroke, cancer, growth deformities, infertility, personality changes, severe acne, and baldness. Possession, sale, or use of anabolic steroids without a valid prescription is a crime punishable by a fine and imprisonment.”

The Superintendent shall develop guidelines that require sportsmanship, ethics, and integrity characterize the manner in which the athletic program is conducted and the actions of students who participate.
The guidelines should also provide a set of behavioral expectations for each type of participant as well as a Sportsmanship Code of Conduct which each type of participant is to follow. It shall be the responsibility of each coach to cause the guidelines to be published and provided to all student athletes and their parents/guardians. The Superintendent is authorized to implement suitable disciplinary procedures against those who violate this Sportsmanship Code.

The guidelines shall describe the consequences for violations of the Sportsmanship Code and the suitable disciplinary procedures against those who violate this Sportsmanship Code.

Students will be further informed that participation in interscholastic sports is a privilege and not a right, and that they may be prohibited from all or part of their participation in such activities by authorized school personnel; however, students should be provided some limited form of due process when they will be prohibited from all or part of their participation in such activities. [NOTE: Such due process could be nothing more than a meeting that includes the explanation of the proposed removal from the activity and an opportunity for the student to respond or explain their version of events.]

In order to support the WVSSAC's program to strengthen sportsmanship, ethics, and integrity, the Board commits itself to:

A. adopt policies (upon recommendation of the administration) which reflect the Board's educational objectives and promote the ideals of good sportsmanship, ethics, and integrity;

B. establish standards for athletic participation which reinforce the concept that athletic activities are a privilege, not a right;

C. attend and enjoy school athletic activities, serving as a positive role model and expecting the same from parents, fans, participants, coaches, and other school personnel;

D. support and reward participants, coaches, school administrators, and fans who display good sportsmanship;

E. recognize the value of school athletic activities as a vital part of education.

WV Code 18-2-25
WV Code 55-19
Rules and Regulations of the West Virginia Secondary School Activities Commission
DAILY PLANNING PERIOD

Every teacher who is regularly employed for a period of time more than one-half (1/2) the class periods of the regular school day shall be provided at least one (1) paid planning period within each school instructional—day to be used to complete necessary preparations for the instruction of students. A teacher shall not be assigned any responsibilities during this period, and the County shall not increase the number of hours to be worked by a teacher as a result of such teacher being granted a planning period. Educators shall receive uninterrupted time for planning periods each day. Administrators may not require a teacher to use the planning period time allotted to complete duties beyond instructional planning, including, but not limited to, administrative tasks and meetings.

The duration of the planning period shall be in accordance with the following:

A. For grades where the majority of the student instruction is delivered by only one (1) teacher, the planning period shall be no less than forty (40) minutes; and

B. For grades where students take separate courses during at least four (4) separate periods of instruction, most usually delivered by different teachers for each subject, the planning period shall be the length of the usual class period taught by the teacher, but no less than forty (40) minutes.

Principals, and assistant principals, where applicable, shall cooperate in carrying out this policy, including, but not limited to, assuming control of the class period or supervision of students during the time the teacher is engaged in the planning period. Substitute teachers may be utilized to assist with classroom responsibilities in cases where the regular teacher is unavailable for teaching purposes as a result of this policy; however any substitute teacher who is employed to teach a minimum of two (2) consecutive days in the same position shall be granted a planning period.

A teacher may exchange his/her planning period for any compensation or benefit mutually agreed upon by the employee and the Superintendent of Schools or his/her agent. A teacher and the Superintendent or his/her agent may not agree to terms which are different from those available to any other teacher within the individual school or to terms which in any way discriminate among those teachers within the individual school. This shall be a written agreement, dated and signed by the employee/teacher and the Superintendent or his/her agent.

WV Code 18A-4-14
WEAPONS

The Board of Education hereby finds that the safety and welfare of the citizens of this County are inextricably dependent upon assurances of safety for children attending, and the persons employed by, schools in this county.

The Board prohibits professional personnel members from possessing or carrying or causing the possession or carrying of any firearm or other deadly weapon in any setting that is under the control and supervision of the Board including, but not limited to, property leased, owned, or contracted for by the Board, the site of any school-sponsored event, or in a Board-owned vehicle, including a school bus, unless such person is a law-enforcement officer acting in his/her official capacity or s/he has the express written permission of the Board or principal to conduct programs with valid educational purposes. Any professional employee who violates this policy shall be subject to disciplinary action, up to and including termination.

This prohibition does not apply to an individual twenty-one (21) or older who has a valid concealed handgun permit and possesses a concealed firearm while in a motor vehicle in a public school's parking lot, traffic circle, or other area of vehicular ingress or egress so long as the firearm is out of view from individuals outside the vehicle.

Further, this prohibition does not apply to an individual twenty-one (21) or older who has a valid concealed handgun permit and possesses an unloaded firearm in a locked vehicle or locked firearm case, that is on any part of school grounds used as a parking facility provided, however that the handgun case or rack is not visible to those passing by the vehicle (i.e., the case is in the vehicle trunk, glove box or other interior compartment, or in another locked container securely fixed to the vehicle.)
The term “deadly weapon” means an instrument which is designed to be used to produce serious bodily injury or death or is readily adaptable to such use. The term “deadly weapon” shall include, but not be limited to the following:

A. “Blackjack” means a short bludgeon consisting, at the striking end, of an encased piece of lead or some other heavy substance and, at the handle end, a strap or springy shaft which increases the force of impact when a person or object is struck. The term “blackjack” shall include, but not be limited to, a billy, billy club, sand club, sandbag or slapjack.

B. “Gravity knife” means any knife that has a blade released from the handle by the force of gravity or the application of centrifugal force and when so released is locked in place by means of a button, spring, lever or other locking or catching device.

C. “Knife” means an instrument, intended to be used or readily adaptable to be used as a weapon, consisting of a sharp-edged or sharp-pointed blade, usually made of steel, attached to a handle which is capable of inflicting cutting, stabbing or tearing wounds. The term “knife” shall include, but not be limited to, any dagger, dirk, poniard or stiletto, with a blade over three and one-half (3 1/2) inches in length, any switchblade knife or gravity knife and any other instrument capable of inflicting cutting, stabbing or tearing wounds. A pocket knife with a blade three and one-half (3 1/2) inches or less in length, a hunting or fishing knife carried for hunting, fishing, sports or other recreational uses, or a knife designed for use as a tool or household implement shall not be included within the term “knife” as defined herein unless such knife is knowingly used or intended to be used to produce serious bodily injury or death. “Knife” means an instrument, intended to be used or readily adaptable to be used as a weapon, consisting of a sharp-edged or sharp-pointed blade, usually made of steel, attached to a handle which is capable of inflicting cutting, stabbing or tearing wounds. The term “knife” shall include, but not be limited to, any dagger, dirk, poniard or stiletto, any switchblade knife or gravity knife and any other instrument capable of inflicting cutting, stabbing or tearing wounds.
D. "Switchblade knife" means any knife having a spring-operated blade which opens automatically upon pressure being applied to a button, catch or other releasing device in its handle.

E. "Nunchaku" means a flailing instrument consisting of two (2) or more rigid parts, connected by a chain, cable, rope or other nonrigid, flexible or springy material, constructed in such a manner as to allow the rigid parts to swing freely so that one (1) rigid part may be used as a handle and the other rigid part may be used as the striking end.

F. "Metallic or false knuckles" means a set of finger rings attached to a transverse piece to be worn over the front of the hand for use as a weapon and constructed in such a manner that, when striking another person with the fist or closed hand, considerable physical damage may be inflicted upon the person struck. The terms "metallic or false knuckles" shall include any such instrument without reference to the metal or other substance or substances from which the metallic or false knuckles are made.

G. "Pistol" means a short firearm having a chamber which is integral with the barrel, designed to be aimed and fired by the use of a single hand.

H. "Revolver" means a short firearm having a cylinder of several chambers that are brought successively into line with the barrel to be discharged, designed to be aimed and fired by the use of a single hand.

I. Other deadly weapons of like kind or character above which may be easily concealed on or about the person.

J. Explosive, chemical, biological and radiological materials.

The term "deadly weapon" does not include any item or material owned by the school or County Board, intended for curricular use, and used by the student at the time of the alleged offense solely for curricular purposes.
"Concealed" means hidden from ordinary observation so as to prevent disclosure or recognition. A deadly weapon is concealed when it is carried on or about the person in such a manner that another person in the ordinary course of events would not be placed on notice that the deadly weapon was being carried.

"Firearm" means any weapon which will expel a projectile by action of an explosion.

The principal or, if the violation does not occur within his/her jurisdiction, the administrator with authority, shall report any violation of this policy to the WV State Police and the State Superintendent of Schools within seventy-two (72) hours after the violation occurs, and to the County Superintendent immediately. Any professional employee who violates this policy will be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy.

Exceptions to this policy include:

A. a law enforcement officer employed by a Federal, State, county, or municipal law enforcement agency;

B. any probation officer in the performance of his/her duties;

C. a retired law enforcement officer who:
   1. is employed by a State, county, or municipal law enforcement agency;
   2. is covered for liability purposes by his/her employer;
   3. is authorized by the School Board and the school principal to serve as security for a school;
   4. meets all the requirements to carry a firearm as a qualified retired law enforcement officer under the Law Enforcement Officer Act of 2004, as amended, pursuant to 18 U.S.C. 926C(c); and
   5. meets all of the requirements for handling and using a firearm established by his/her employer, and has qualified with his/her firearm to those requirements;

D. persons age twenty-one (21) or older who have a valid concealed handgun permit and possess a concealed handgun while in a motor vehicle in a public school’s parking lot, traffic circle, or other areas of vehicular ingress or egress so long as the firearm is out of view from the individuals outside of the vehicle.
E. Cased, unloaded firearms in a locked vehicle driven or parked in any part of school grounds used as a parking facility that is on any part of school grounds used as a parking facility provided however that the handgun case or rack is not visible to those passing by the vehicle (i.e., the case is in the vehicle trunk, glove box or other interior compartment, or in another locked container securely fixed to the vehicle).

F. Persons with written approval from the Board or the Building Principal to conduct programs with valid educational purposes (working firearms and ammunition shall never be approved).

G. Programs or raffles conducted with the approval of the Board of Education or school which include the display of unloaded firearms, provided that such unloaded firearm must have first had the firing mechanism removed and the firearm must thereafter have been checked by a member of the West Virginia State Police to ensure that it is safe;

H. Official mascot of West Virginia University, commonly known as "The Mountaineer", acting in his/her official capacity;

I. Official mascot of Parkersburg South High School, commonly known as the Patriot, acting in his/her official capacity;

1. Starter pistols, incapable of expelling a projectile by action of an explosion, when used in appropriate sporting events.

A. Persons with written approval from the Board or the building principal to conduct programs with valid educational purposes (working firearms and ammunition shall never be approved);

B. Official mascot of West Virginia University, commonly known as "The Mountaineer", acting in his/her official capacity.

C. Theatrical props (never to include any working firearm or other deadly weapon as defined above) used in appropriate settings;

D. Starter pistols used in appropriate sporting events.

Professional employees shall report any information concerning weapons and/or threats of violence by students, other employees, or visitors to the immediate supervisor. Failure to report such information may subject the employee to disciplinary action, up to and including termination.

18 U.S.C. 922
WV State Code 61-7-2, 61-7-11, 61-7-11a, 61-7-17
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WEAPONS

The Board of Education hereby finds that the safety and welfare of the citizens of this County are inextricably dependent upon assurances of safety for children attending, and the persons employed by, schools in this county.

The Board prohibits service personnel members from possessing or carrying or causing the possession or carrying of any firearm or other deadly weapon in any setting that is under the control and supervision of the Board including, but not limited to, property leased, owned, or contracted for by the Board, the site of any school-sponsored event, or in a Board-owned vehicle, including a school bus, unless such person is a law-enforcement officer acting in his/her official capacity or s/he has the express written permission of the Board or principal to conduct programs with valid educational purposes. Any employee violating this policy shall be subject to disciplinary action, up to and including termination.

This prohibition does not apply to an individual twenty-one (21) or older who has a valid concealed handgun permit and possesses a concealed firearm while in a motor vehicle in a public school’s parking lot, traffic circle, or other area of vehicular ingress or egress so long as the firearm is out of view from individuals outside the vehicle.

Further, this prohibition does not apply to an individual twenty-one (21) or older who has a valid concealed handgun permit and possesses an unloaded firearm in a locked vehicle or locked firearm case, that is on any part of school grounds used as a parking facility provided, however that the handgun case or rack is not visible to those passing by the vehicle (i.e., the case is in the vehicle trunk, glove box or other interior compartment, or in another locked container securely fixed to the vehicle.)
The term "deadly weapon" means an instrument which is designed to be used to produce serious bodily injury or death or is readily adaptable to such use. The term "deadly weapon" shall include, but not be limited to the following:

A. "Blackjack" means a short bludgeon consisting, at the striking end, of an encased piece of lead or some other heavy substance and, at the handle end, a strap or springy shaft which increases the force of impact when a person or object is struck. The term "blackjack" shall include, but not be limited to, a billy, billy club, sand club, sandbag or slapjack.

B. "Gravity knife" means any knife that has a blade released from the handle by the force of gravity or the application of centrifugal force and when so released is locked in place by means of a button, spring, lever or other locking or catching device.

C. "Knife" means an instrument, intended to be used or readily adaptable to be used as a weapon, consisting of a sharp-edged or sharp-pointed blade, usually made of steel, attached to a handle which is capable of inflicting cutting, stabbing or tearing wounds. The term "knife" shall include, but not be limited to, any dagger, dirk, poniard or stiletto, with a blade over three and one-half (3 1/2) inches in length, any switchblade knife or gravity knife and any other instrument capable of inflicting cutting, stabbing or tearing wounds. A pocket knife with a blade three and one-half (3 1/2) inches or less in length, a hunting or fishing knife carried for hunting, fishing, sports or other recreational uses, or a knife designed for use as a tool or household implement shall not be included within the term "knife" as defined herein unless such knife is knowingly used or intended to be used to produce serious bodily injury or death.
D. "Switchblade knife" means any knife having a spring-operated blade which opens automatically upon pressure being applied to a button, catch or other releasing device in its handle.

E. "Nunchaku" means a flailing instrument consisting of two (2) or more rigid parts, connected by a chain, cable, rope or other nonrigid, flexible or springy material, constructed in such a manner as to allow the rigid parts to swing freely so that one (1) rigid part may be used as a handle and the other rigid part may be used as the striking end.

F. "Metallic or false knuckles" means a set of finger rings attached to a transverse piece to be worn over the front of the hand for use as a weapon and constructed in such a manner that, when striking another person with the fist or closed hand, considerable physical damage may be inflicted upon the person struck. The terms "metallic or false knuckles" shall include any such instrument without reference to the metal or other substance or substances from which the metallic or false knuckles are made.

G. "Pistol" means a short firearm having a chamber which is integral with the barrel, designed to be aimed and fired by the use of a single hand.

H. "Revolver" means a short firearm having a cylinder of several chambers that are brought successively into line with the barrel to be discharged, designed to be aimed and fired by the use of a single hand.

I. Other deadly weapons of like kind or character above which may be easily concealed on or about the person.

J. Explosive, chemical, biological and radiological materials.

The term "deadly weapon" does not include any item or material owned by the school or County Board, intended for curricular use, and used by the student at the time of the alleged offense solely for curricular purposes.

"Concealed" means hidden from ordinary observation so as to prevent disclosure or recognition. A deadly weapon is concealed when it is carried on or about the person in such a manner that another person in the ordinary course of events would not be placed on notice that the deadly weapon was being carried.
"Firearm" means any weapon that will expel a projectile by action of an explosion.

The principal or, if the violation does not occur within his/her jurisdiction, the administrator with authority, shall report any violation of this policy to the WV State Police and the State Superintendent of Schools within seventy-two (72) hours after the violation occurs, and to the County Superintendent immediately. Any service personnel employee who violates this policy will be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy.

Exceptions to this policy include:

A. persons with written approval from the Board or the building principal to conduct programs with valid educational purposes (working firearms and ammunition shall never be approved);

B. official mascot of West Virginia University, commonly known as “The Mountaineer”, acting in his/her official capacity;

C. theatrical props (never to include any working firearm or other deadly weapon as defined above) used in appropriate settings;

D. starter pistols used in appropriate sporting events.

Service personnel employees shall report any information concerning weapons and/or threats of violence by students, staff members, or visitors to the principal or immediate supervisor. Failure to report such information may subject the employee to disciplinary action, up to and including termination.

18 U.S.C. 922
WV State Code 61-7-2, 61-7-11, 61-7-11a, 61-7-14

Revised 12/3/07
Revised 1/4/10

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WHISTLEBLOWER PROTECTION

The Board of Education expects all its employees to be honest and ethical in their conduct, and to comply with applicable State laws, Federal laws, and Board policies. The Board encourages staff to report possible violations of these Board expectations to their immediate supervisors.

If the employee's immediate supervisor is not responsive or is the employee whose behavior is in question, the employee may report to the Superintendent. If the reported conduct relates to the Superintendent, the report may be filed directly with the Board President.

Definitions

The following words and phrases when used in this policy have the meanings as established in West Virginia law, unless the context clearly indicates otherwise:

A. "Appropriate authority" means a federal, state, county or municipal government body, agency or organization having jurisdiction over criminal law enforcement, regulatory violations, professional conduct or ethics, or waste; or a member, officer, agent, representative or supervisory employee of the body, agency or organization. The term includes, but is not limited to, the office of the attorney general, the office of the state auditor, the commission on special investigations, the Legislature and committees of the Legislature having the power and duty to investigate criminal law enforcement, regulatory violations, professional conduct or ethics, or waste.

B. "Employee" means a person who performs a full or part-time service for wages, salary, or other remuneration under a contract of hire, written or oral, express or implied, for the Board.

C. "Employer" means a person supervising one or more employees, including the employee in question, a superior of that supervisor, or an agent of the Board.

D. "Good faith report" means a report of conduct defined in this article as wrongdoing or waste which is made without malice or consideration of personal benefit and which the person making the report has reasonable cause to believe is true.
E. "Waste" means an employer or employee's conduct or omissions which result in substantial abuse, misuse, destruction or loss of funds or resources belonging to or derived from federal, state or political subdivision sources.

F. "Whistle-blower" means a person who witnesses or has evidence of wrongdoing or waste while employed with the Board and who makes a good faith report of, or testifies to, the wrongdoing or waste, verbally or in writing, to one of the employee's superiors, to an agent of the employer or to an appropriate authority.

G. "Wrongdoing" means a violation which is not of a merely technical or minimal nature of a federal or state statute or regulation, of a political subdivision ordinance or regulation or of a code of conduct or ethics designed to protect the interest of the public or the employer.

The Board may not discharge, threaten or otherwise discriminate or retaliate against an employee by changing the employee's compensation, terms, conditions, location or privileges of employment because the employee, acting on his own volition, or a person acting on behalf of or under the direction of the employee, makes a good faith report or is about to report, verbally or in writing, to the employer or appropriate authority an instance of wrongdoing or waste.

The Board may not discharge, threaten or otherwise discriminate or retaliate against an employee by changing the employee's compensation, terms, conditions, location or privileges of employment because the employee is requested or subpoenaed by an appropriate authority to participate in an investigation, hearing or inquiry held by an appropriate authority or in a court action.

An employee alleging a violation of this article must show by a preponderance of the evidence that, prior to the alleged reprisal, the employee, or a person acting on behalf of or under the direction of the employee, had reported or was about to report in good faith, verbally or in writing, an instance of wrongdoing or waste to the employer or an appropriate authority.

Employees are subject to disciplinary action, up to and including termination, for purposely, knowingly, or recklessly making a false report under this policy.
The Board shall post notices and use other appropriate means to notify employees and keep them informed of protections and obligations set forth in the provisions of WV Code 6C-1.

The Board, as the employer may be personally liable for a civil fine of not more than $5,000 if they violate the provisions of WV Code 6C-1. Such fine is paid to the State Treasurer for deposit into the General fund.

WV Code 6C-1-1 et al

Adopted 6/21/11

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WHISTLEBLOWER PROTECTION

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B. "Employee" means a person who performs a full or part-time service for wages, salary, or other remuneration under a contract of hire, written or oral, express or implied, for the Board.

C. "Employer" means a person supervising one (1) or more employees, including the employee in question, a superior of that supervisor, or an agent of the Board.

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An employee alleging a violation of this article must show by a preponderance of the evidence that, prior to the alleged reprisal, the employee, or a person acting on behalf of or under the direction of the employee, had reported or was about to report in good faith, verbally or in writing, an instance of wrongdoing or waste to the employer or an appropriate authority.

Employees are subject to disciplinary action, up to and including termination, for purposely, knowingly, or recklessly making a false report under this policy.
The Board shall post notices and use other appropriate means to notify employees and keep them informed of protections and obligations set forth in the provisions of WV Code 6C-1.

The Board, as the employer may be personally liable for a civil fine of not more than $5,000 if they violate the provisions of WV Code 6C-1. Such fine is paid to the State Treasurer for deposit into the General fund.

WV Code 6C-1-1 et. al

Adopted 6/21/11

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The Superintendent, subject only to approval of the Board of Education, shall have authority to transfer professional personnel. However, the employee shall be notified in writing by the Superintendent on or before the first Monday in March if s/he is being considered for transfer or to be transferred.

Only those professional personnel employees whose consideration for transfer or intended transfer is based upon known or expected circumstances which will require the transfer of employees shall be considered for transfer or intended for transfer and the notification shall be limited to only those employees.

Any professional personnel employee who desires to protest such proposed transfer may request in writing a statement of the reasons for the proposed transfer. The statement of reasons shall be delivered to the employee within ten (10) days of the receipt of the request. Within ten (10) days of the receipt of the statement of the reasons, the employee may make written demand upon the Superintendent for a hearing on the proposed transfer before the Board. The hearing on the proposed transfer shall be held on or before April 15th. At the hearing, the reasons for the proposed transfer must be shown.

The Superintendent, at a meeting of the Board on or before April 15th, shall furnish in writing to the Board a list of employees to be considered for transfer and subsequent assignment for the next ensuing school year. An employee who was not provided notice and an opportunity for a hearing pursuant to this policy may not be included on the list. All other employees not so listed shall be considered as reassigned to the positions or jobs held at the time of this meeting. The list of those recommended for transfer shall be included in the minute record of such meeting and all those so listed shall be notified in writing, which notice shall be delivered in writing, by certified mail, return receipt request, to such person's last known address within ten (10) days following said Board meeting, of their having been so recommended for transfer and subsequent assignment and the reasons for such transfer.
When actual student enrollment in a grade level or program, unforeseen before March 1st of the preceding school year, permits the assignment of fewer teachers to or within a school under any pupil-teacher ratio, class size or caseload standard established in WV Code 18-5-18a or any policy of the State Board, the Superintendent, with Board approval, may reassign the surplus personnel to another school or to another grade level or program within the school if needed there to comply with any such pupil-teacher ratio, class size or caseload standard. Provided:

A. Before any reassignment may occur, notice shall be provided to the employee via certified mail or hand delivery at least ten (10) days prior to the same and the employee shall be provided an opportunity to appear before the Board to state the reasons for his/her objections, if any, prior to the Board voting on the reassignment. The opportunity to be heard shall not be a hearing with the right to present witnesses, rather, it is an opportunity for the employee to concisely state his/her objections to the Board.

B. Except as otherwise provided in (A) above, the reassignment may be made without following the notice and hearing provisions of WV Code 18A-2-7(a) and (b) and at any time during the school year when the student enrollment conditions above exist; however, the reassignment may not occur after the last day of the second school month.

C. A professional employee reassigned under this paragraph, shall be the least senior of the surplus professional personnel who holds certification or licensure to perform the duties at the other school or at the grade level or program within the school.

D. No school employee's annual contract term, compensation or benefits shall be changed as a result of a reassignment.

The Superintendent shall provide documentation of the staffing needs as of March 1.
It is not in the best interest of the students particularly in the elementary grades to have multiple teachers for any one grade level or course during the instructional term. Filling positions through transfers of personnel from one professional position to another after the twentieth day prior to the beginning of the instructional term should be kept to a minimum. Except as otherwise provided herein, pursuant to WV Code 18A-2-7b(a) after the twentieth day, prior to the beginning of the instructional term, no person employed and assigned to a professional position may transfer to another professional position in the District during that instructional term unless the person holding that position does not have valid certification subject to the following:

Except as otherwise provided herein, pursuant to WV Code 18A-4-7a(m), after the fifth day prior to the beginning of the instructional term, no person employed and assigned to a professional position may transfer to another professional position in the County during that instructional term unless the person holding that position does not have valid certification subject to the following:

A. The person may apply for any posted, vacant positions with the successful applicant assuming the position at the beginning of the next instructional term.

B. Professional personnel who have been on an approved leave of absence may fill these vacancies upon their return from the approved leave of absence.

C. The Board, upon recommendation of the Superintendent may fill a position before the next instructional term when it is determined to be in the best interest of the students. The Superintendent shall notify the State Board of each transfer of a person employed in a professional position to another professional position after the twentieth day prior to the beginning of the instructional term. The Legislature finds that it is not in the best interest of the students particularly in the elementary grades to have multiple teachers for any one grade level or course during the instructional term. It is the intent of the Legislature that the filling of positions through transfers of personnel from one professional position to another after the twentieth day prior to the beginning of the instructional term should be kept to a minimum.

D. This does not apply to the filling of a position vacated because of resignation or retirement that became effective on or before the twentieth day prior to the beginning of the instructional term, but not posted until after that date.

Upon recommendation of the principal and approval by the classroom teacher, Superintendent, and Board, a classroom teacher assigned to the school may at any time during the school year be assigned to a new or existing classroom teacher
position at the school during that school year without the position being posted. This provision shall not apply to vacancies that will occur in the ensuing year or other future years.—Transfers made under these provisions are not subject to the limitation on transfers found in WV Code 18A-2-7b(a).
18 A-4-7a(m).
For purposes of this section, an itinerant teacher shall be considered to be assigned to the school where s/he spends the majority of his/her instructional time. If an itinerant teacher does not spend the majority of this/her instructional time in any one school the itinerant teacher shall be considered to be assigned to a school as designated by the Superintendent.

West Virginia State Board of Education policy 5000
WV Code 18A-2-7, and 18A-4-7a 18A-2-7b(a)

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