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*Revised: January 10, 2017*

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**CENTER ORGANIZATION**

The organization of the Licking County Educational Service Center shall be designed to meet the objectives set by the Governing Board, ensure clear lines of authority and responsibility, and define each position with clarity.

The Superintendent shall be the chief executive officer of the Educational Service Center and shall define and establish those administrative positions required to implement the educational system and program of learning established by the Board. In each case, the Board will approve the broad purpose and function of the position in harmony with State law and regulations.

Responsibility shall flow clearly from the Superintendent through the administrative staff to the operational personnel.

It shall be the responsibility of the Superintendent to determine the need for and define operational requirements sufficient to ensure the smooth functioning of the Educational Service Center. Maintenance of an efficient, skilled operational staff is essential to the effective performance of the system.

On occasion, the Superintendent may find it necessary to recommend to the Board the employment of specialists or consultants to maintain or support programs implemented by the Service Center in areas requiring specialized knowledge. These positions will be considered by the Board on the merits of their potential contribution to the Service Center and Districts and the specific conditions of the stated contract or agreement.

Adopted: March 10, 1998  
Revised August 9, 2011

**CONFLICT OF INTEREST**

- A. The proper performance of school business is dependent upon the maintenance of unquestionably high standards of honesty, integrity, impartiality, and professional conduct by Governing Board employees. Further, such characteristics are essential to the Board's commitment to earn and keep the public confidence in the Educational Service Center. For these reasons, the Board adopts the following guidelines to assure that conflicts of interest do not occur. These guidelines are not intended to be all-inclusive, nor to substitute for good judgment on the part of all employees.
1. No employee shall engage in or have a financial interest, directly or indirectly, in an activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system.
  2. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment with the Educational Service Center.  
  
Included by way of illustration rather than limitation are the following:
    - a. the provision of any private lessons or services for a fee;
    - b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through his/her access to Educational Service Center records;
    - c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals;
    - d. the requirement of students to purchase any private goods or services provided by an employee or any business or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations;
  3. Employees shall not make use of materials, equipment, or facilities of the Educational Service Center in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
- B. Exceptions to Part A of this policy shall be approved by the Superintendent before entering into any private relationship.

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- C. Employees may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any member of his/her family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has financial or other interest in a tangible personal benefit from a firm considered for a contract.

No employee may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontract involved with Federal Grants funds, except that an employee may accept the gift of an unsolicited item of nominal value. For purpose of this section, “nominal value” means that the gift has a monetary value of \$150.00 or less.

Violation of this policy shall result in discipline, which may include termination from employment.

R.C. Chapter 102, R.C. 2921.42, R.C. 2921.43  
Ohio Ethics Commission Advisory Opinions No. 92-014 and 2001-03  
2 C.F.R. 200.318

Adopted: March 14, 2006  
Revised: December 13, 2016

# Policy

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## ADMINISTRATOR ETHICS

The proper performance of school business and administration of an effective educational program require the services of individuals of integrity, high ideals, and human understanding. To maintain and promote these essentials, the Governing Board expects all administrators to maintain high standards in their working relationships, provide professional leadership in the Educational Service Center and community, and in the performance of their duties, to:

- A. recognize basic dignities of all individuals with whom they interact in performance of duties;
- B. exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;
- C. seek and apply the knowledge and skills appropriate to assigned responsibilities;
- D. keep in confidence legally-confidential information;
- E. ensure that their actions are not made with specific intent of advancing private economic interests;
- F. avoid accepting anything of value offered by another for the purpose of influencing judgment;
- G. refrain from using his/her position or public property, or permitting another person to use an employee's position or public property for partisan political or religious purposes. (This in no way limits constitutionally or legally protected rights as a citizen.)

In addition, the Board believes that each administrator should maintain standards of exemplary professional conduct and conform his/her behavior to the code of ethics set forth below as adopted from the American Association of School Administrators' *Statement of Ethics for School Administrators* by:

- A. making the well-being of students the fundamental value of all decision making and actions;
- B. fulfilling professional responsibilities with honesty and integrity;
- C. supporting the principle of due process and protecting the civil and human rights of all individuals;
- D. obeying Local, State, and Federal laws and not knowingly joining or supporting organizations that advocate, directly or indirectly, the overthrow of the government;
- E. implementing the Board's policies and administrative rules and regulations;
- F. pursuing appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals;
- G. avoiding the use of his/her position for personal gain through political, social, religious, economic, or other influences;
- H. accepting academic degrees or professional certification only from duly accredited institutions;
- I. maintaining standards and seeking to improve effectiveness of the profession;
- J. and honoring all contracts until fulfillment, release or dissolution mutually agreed upon by all parties to the contract.

Adopted: January 9, 2007: Revised: April 12, 2011

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## **BOARD – SUPERINTENDENT RELATIONSHIP**

The Governing Board believes that, in general, it is the primary duty of the Board to establish policies and that of the Superintendent to administer such policies. Policy should not be originated or changed without the recommendation of the Superintendent. The Superintendent should be given the latitude to determine the best method of implementing the policies of the Board.

The Superintendent, as the chief executive officer of the Educational Service Center, is the primary professional advisor to the Board. S/He is responsible for the development, supervision, and operation of county school program and services. His/Her methods should be made known to the staff through the administrative guidelines of the Service Center Office.

The Board is responsible for determining the success of the Superintendent in meeting the goals established by the Board through annual evaluations of the Superintendent's performance. The Board, in formulating its position with regard to the performance of the Superintendent, shall rely, whenever possible, on the objective outcomes of its evaluations rather than on subjective opinions.

Adopted: March 10, 1998

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## BOARD OF EDUCATION

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### EMPLOYMENT OF THE SUPERINTENDENT

The Governing Board vests the primary responsibility for administration of this Center in the Superintendent of Schools. The appointment of that officer is, therefore, one of the most important functions the Board can perform.

Whenever the position of Superintendent shall be vacant, the Board shall appoint a Superintendent of Schools as chief executive officer and fix his/her salary and term of office which shall be no more than five (5) years.

The Board shall actively seek the best qualified and most capable candidate for the position of County Superintendent. The Board may be aided in this task by a committee of the Board members, the services of a professional and or the counsel of the out-going Superintendent.

Recruitment procedures shall be prepared in advance of the search and shall include the following:

- A. preparation of a written job specification for the position of Superintendent (see policy #1220.02);
- B. preparation of desired qualifications (in addition to proper State licensure);
- C. preparation of informative material describing this Center and its educational goals;
- D. the requirement that each selected candidate for the position be interviewed by Board members in a format that encourages him/her to express his/her educational philosophy;
- E. consideration of all applicants fairly without discrimination on the basis of ancestry, race, sex, age, religion, ethnic background, disability, genetic information, or other condition unrelated to the position of Superintendent.

No person may be employed as Superintendent of this Center unless s/he has signed an employment contract with the Board. Such contract shall include:

- A. the term for which employment is contracted, with beginning and ending dates;
- B. the salary which the Superintendent shall be paid and the intervals at which s/he shall be paid;
- C. the benefits to which s/he is entitled;
- D. Specifications of any powers or duties assigned to the Superintendent pursuant to R.C. 3319.031;
- E. such other matters as may be necessary to a full and complete understanding of the employment contract.



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The Board may request the State Board of Education to issue a two (2) year alternative superintendent license to a proposed candidate for the Superintendency, provided the candidate is of good moral character and meets the requirements set forth by the State Board of Education.

The Superintendent so appointed shall devote himself/herself to the duties of his/her office and maintain his/her principal residence within the County, unless otherwise approved by the Board.

Any candidate's intentional misstatement of fact material to his/her qualification for employment or the determination of his/her salary shall be considered by this Board to constitute grounds for his/her dismissal.

The person selected for the position of Superintendent may be required to undergo a physical examination reasonably related to the duties s/he will be required to perform, the cost of which shall be borne by the Board.

Prior to employment, the candidate selected must also pass a background check performed by the Bureau of Criminal Identification and Investigation and/or the Federal Bureau of Investigation.

R.C. 3313.18, 3319.01, 3319.031, 3319.27

A.C. 3301-23-19

Adopted: May 12, 1981

Revised: December 10, 2013

**SEARCH OF LOCAL DISTRICT SUPERINTENDENT**

The County Superintendent may perform a “Search” for candidates upon the request of a participating District for a replacement of the position of Local or other District Superintendent. The County Superintendent shall actively seek the best qualified and most capable candidate for the position of District Superintendent when so requested.

Recruitment procedures shall be prepared in advance of the search and shall include the following:

- A. preparation of a written job specification for the position of Superintendent;
- B. preparation of desired qualifications (in addition to proper State licensure);
- C. preparation of informative material describing the School District and its educational goals;
- D. the requirement that each selected candidate for the position be interviewed by Board members in a format that encourages him/her to express his/her educational philosophy;
- E. consideration of all applicants fairly without discrimination on the basis of ancestry, race, sex, age, religion, ethnic background, disability, genetic information, or other condition unrelated to the position of Superintendent.

No person may be employed as Superintendent of this District unless s/he has signed an employment contract with the Board. Such contract shall include:

- a. the term for which employment is contracted, with beginning and ending dates;
- b. the salary which the Superintendent shall be paid and the intervals at which s/he shall be paid;
- c. the benefits to which s/he is entitled;
- d. Specifications of any powers or duties assigned to the Superintendent pursuant to R.C. 3319.031;
- e. such other matters as may be necessary to a full and complete understanding of the employment contract.

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The County Superintendent may assist the District Board in narrowing the number of most qualified candidates for the position down to a number they have selected; this may change depending on the total number of candidates who apply.

The Board may request the State Board of Education to issue a two (2) year alternative Superintendent license to a proposed candidate for the Superintendency, provided the candidate is of good moral character and meets the requirements set forth by the State Board of Education.

While employing a candidate as its chief executive officer, the Board shall fix his/her salary and term of office which shall be no more than five (5) years.

Such contract shall include:

- A. the term for which employment is contracted, including beginning and ending dates;
- B. the salary which the Superintendent shall be paid and the intervals at which s/he shall be paid;
- C. the benefits to which s/he is entitled;
- D. such other matters as may be necessary to a full and complete understanding of the employment contract.

The Superintendent so appointed shall devote himself/herself to the duties of his/her office and maintain his/her principal residence within the County, unless otherwise approved by the Board.

Any candidate's intentional misstatement of fact material to his/her qualification for employment or the determination of his/her salary shall be considered by this Board to constitute grounds for his/her dismissal.

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Prior to employment, the candidate selected must also pass a background check performed by the Bureau of Criminal Identification and Investigation and/or the Federal Bureau of Investigation.

R.C. 3313.18, 3319.01, 3319.031, 3319.27

A.C. 3301-23-19

Adopted: May 12, 1981

Revised: December 10, 2013

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JOB DESCRIPTION Locator Index: **1.01**

Date: \_\_\_\_\_

Incumbent: \_\_\_\_\_

Title: 1.01 **County Superintendent** of Schools  
Reports To: Board of Education  
Employment Status: Full Time (250 day -12 month contract)  
FLSA Status: Exempt

Qualifications:

1. State of Ohio Superintendent's Certificate.
2. Shall meet requirements of law and be governed by Ohio Law.
3. Local School Superintendent experience preferred.
4. Valid Ohio driver's license.
5. Excellent attendance and work experiences.

General Description: The COUNTY SUPERINTENDENT is directly responsible to the board of education. The major role of the COUNTY SUPERINTENDENT is to serve as the educational leader of Licking County. Serves as the executive officer of the board of education and as the administrative head of the county school system.

Essential Functions:

1. Direct and assign teachers and other employees. (3319.01)
2. Assign pupils to the proper school and grade. (3319.01)
3. Nominate teachers, principals and local superintendent for employment by local boards. (3319.01: 07; 11)
4. Issue age and schooling certificates as initiated by Local Superintendent. (3331.01)
5. Grant excuses from attendance for children of compulsory school age. (3321.04)
6. Certify to the State Board of Education the average daily membership figures to be used in calculating teacher-classroom units. (3317.03)
7. Further the educational program of the county school district. (3315.06)
8. Transmit to the treasurer of each board of education a written statement that each teacher employed by such board is properly certified. (3319.36)

JOB DESCRIPTION

Locator Index: 1.01

**County Superintendent** (Continued)

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9. Supervises the preparation of the annual budget, appropriation resolution, (in cooperation with the treasurer) and presents them to the board with recommendation for adoption.
10. Establish and maintain an effective on-going program of public and community relations.
11. Recommend all employees for appointment, demotion, transfer, or dismissal in accordance with the policies of the board and shall assign and supervise all instructional and non-instructional personnel.
12. Recommend which contracts shall be suspended when a local board of education finds it necessary to suspend teachers' contracts because of decreased enrollment or for other reasons provided by statute. (3319.71)
13. Prepare and transmit to the Superintendent of Public Instruction and/or State Board of Education all abstracts, reports, etc. which they may require.
14. Distribute all materials, school laws and documents to the various schools or departments under his/her jurisdiction which the Superintendent of Public Instruction and/or State Board of Education requires.
15. Develop administrative principles and procedures for implementing board policies. Maintain a current personnel file of all employees and report to the board on evaluation of all employees.
16. Provide a continuous appraisal of all policies originating with the governing board.
17. Prepare and submit to the governing board for approval all courses of study and curricula to be offered in the schools of the county service center districts. Recommend for adoption all textbooks and supplementary materials. In the preparation of such courses of study and in the selection of textbooks, the superintendent shall have the cooperation of other officers of instruction, and of such special committees of teachers, principals, supervisors, and representatives from students and community groups as he may appoint.
18. Provide the Governing Board with the appropriate information to enable it to develop constructive policies and to be informed on issues and needs.

19. Maintain fiscal responsibility.
20. Develop and implement effective communication between the schools and the general public.
21. Serve as educational leader in the community.
22. Participate in personal professional growth activities and professional organizations.
23. Prepares an agenda and distributes to board members prior to each regular meeting.
24. Prepares all reports and maintains such records as required by law, regulation, and/or by the board of education.
25. Supervises the formulation of salary schedules for all employees of the board of education and recommendation of such.
26. Recommend a school calendar for the school district.
27. Takes such immediate action, as deemed necessary, in all cases of calamity, acts of nature, or other emergencies.
28. Supervises the ESC school districts in conformity with state law, regulations of the Ohio Department of Education, and the adopted policies of the board of education.
29. May assign to any subordinate any duties or powers delegated to superintendent by statute or by the board, but in so doing, he/she must assume full responsibility for the result. However, all reports and recommendations to the board from an officer or employee under his/her direction shall be made through the superintendent's office.
30. Summons employees of the district to attend such regular or occasional meetings as are deemed necessary to carry out the educational programs of the district.
31. Perform such other duties as may be directed by the board.

**Other Duties and Responsibilities:**

1. Serves as a role model for educators and students in how to conduct themselves as citizens and as responsible, intelligent human beings.
2. Helps instill in students and staff the belief in and practice of ethical principles and democratic values.
3. Shall perform such other duties as the governing board may assign/determine.
4. The employee shall remain free of any alcohol or nonprescribed controlled substance abuse in the workplace throughout his/her employment in the County/District.
5. Observes Risk Reduction Safety Rules and Regulations of the Licking County E.S.C. and School Districts, State, Federal OSHA laws and will be evaluated to the extent of compliance and implementation as an employee on such rules and regulations for safety in the workplace while visiting such sites in line of work duties.

**ADDITIONAL WORKING CONDITIONS:**

1. Occasional exposure to blood, bodily fluids, and tissue.
2. Occasional operation of a vehicle under inclement weather conditions.
3. Occasional interaction among unruly children.

**Title: 1.01 County Superintendent of Schools**

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The incumbent will be required to follow the instructions and perform the duties required by the incumbent's Governing Board.

\_\_\_\_\_  
(Board President)

\_\_\_\_\_  
(Date)

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

***“Equal Opportunity Employer”***

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**SUPERINTENDENT OF THE LCESC**

The Superintendent **of the LCESC** shall strive to achieve Educational Service Center goals for its districts by providing educational direction and supervision to the professional staff and supervision to the classified staff and by acting as a proper role model for staff and students both in the schools and outside the County District.

The Superintendent is directly responsible to the Governing Board for the performance of the following duties and responsibilities:

- A. keep the Board informed with respect to matters affecting school operations and provide the Board with information, guidance, and support necessary to formulate policy
- B. ensure that all aspects of District operation comply with State laws and regulations as well as Board contracts and policies
- C. establish and maintain a written educational plan for the schools of the District consistent with the educational goals adopted by the Board
- D. strive to increase the efficient use of resources in daily operations of the ESC
- E. assign staff to achieve maximum benefit toward attainment of educational goals
- F. evaluate the progress of the professional and classified staff toward the attainment of educational goals
- G. analyze the results of instructional program development as it applies to the Board's educational goals
- H. recommend changes in instructional or staffing patterns based on an analysis of staff and program progress
- I. work cooperatively with districts concerned with programs in the schools
- J. develop personal capabilities in personnel strategies and services management
- K. work cooperatively with the Board and administrative leadership staff in pursuit of established educational goals and objectives
- L. strive toward the highest standards of personal conduct

Adopted: March 10, 1998

Revised: September 13, 2016



**DEVELOPMENT OF ADMINISTRATIVE GUIDELINES**

The Governing Board delegates to the Superintendent the function of designing and implementing the guidelines, required actions, and detailed arrangements under which the District will operate. These administrative guidelines shall not be inconsistent with the policies adopted by the Board.

The Board itself will formulate and adopt administrative guidelines and rules only when required by law, and when the Superintendent recommends Board adoption.

The Superintendent may also issue such administrative handbooks as s/he may consider necessary for the effective administration of the county schools and distribute them to appropriate staff / employees.

As long as the provisions of these administrative guidelines and handbooks are not inconsistent with Board policies, or with Federal/State law, they will be considered to be an extension of the policy manual and binding upon all employees.

A copy of the Service Center's administrative guidelines/procedures manual and a copy of each handbook shall be made a part of the Board's reference materials maintained in the county office. Handbooks, Manuals for Procedures, etc., when in written form, shall be made available to be placed appropriately on the Center's website [www.lcesc.org](http://www.lcesc.org) .

The Superintendent shall maintain a current chart of organizations to which immediate reference can be made by the Board or any employee of the Board.

R.C. 3313.20, 3313.47

Adopted: March 10, 1998

Revised: January 7, 2014

**OUTSIDE ACTIVITIES OF ADMINISTRATORS**

Administrative staff members should avoid situations in which their personal interests, activities, and associations conflict with the interests of the Educational Service Center. If such situations threaten an administrator's effectiveness within the school system, the Superintendent and/or Governing Board shall evaluate the impact of such interest, activity, or association upon the administrator's responsibilities.

Administrators may not dedicate work time to an outside interest, activity, or association.

Administrators may not use school property or school time to solicit or accept customers for private enterprises.

Administrators may not engage in business transactions on behalf of private enterprises in which s/he may profit by virtue of his/her official position or authority or benefit financially from confidential information that the employee has obtained by reason of his/her position or authority.

The constitutional right to express political and other opinions as citizens is reserved for all employees.

Administrators should refrain from expressions that disrupt the efficient operation of the school and/or interfere with the maintenance of discipline by school officials.

Adopted: January 9, 2007

Revised:

**EVALUATION OF THE SUPERINTENDENT**

The Governing Board believes it is essential that it evaluate the Superintendent's performance periodically in order to assist both the Board and the Superintendent in the proper discharge of their responsibilities and to enable the Board to provide the District with the best possible leadership.

The Board shall annually, no later than December 15<sup>th</sup> evaluate the performance of the Superintendent. Such evaluation shall include an assessment of:

- A. the progress toward the educational goals of the Educational Service Center;
- B. the working relationship between the Board and the Superintendent.

The Board and the Superintendent, jointly, shall, at the outset of each evaluation, determine the method by which the evaluation shall be conducted. Such method may include: a compilation of assessments on a prepared standard form by individual Board members, which shall then be reviewed jointly by the Board and Superintendent.

As an outcome of the evaluation of the Superintendent's performance, the Board should be prepared to judge the advisability of retention of the Superintendent and:

- A. be helped in the determination of the Superintendent's salary;
- B. identify strengths and weaknesses in the operation of the County District and determine means by which weaknesses can be reduced and strengths are maintained;

R.C. 3319.01

Adopted: March 10, 1998

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**RENEW / NON-REEMPLOYMENT OF THE SUPERINTENDENT**

The Governing Board has an obligation to the citizens of this County District to employ the professional leadership best trained and equipped to meet the educational needs of their children. It shall meet that obligation by retaining only the best qualified person as Superintendent of Schools.

If the services of the Superintendent are found, on the basis of one or more prior evaluations, to be unsatisfactory to the Board, the Superintendent shall be notified by the Treasurer in writing and given an opportunity to correct the conditions.

If his/her services continue to be unsatisfactory, the Superintendent shall be notified in writing of its intent not to reemploy his/her services by the Treasurer, as directed by the Board. Notification of its intent not to reemploy his/her services shall be given at least two (2) months prior to March 1<sup>st</sup> of the expiration date of the Superintendent's contract.

**Reporting Professional Misconduct**

Consistent with Policy 8141 and State law, the Governing Board will file a report to the Ohio Department of Education, on forms provided for that purpose, regarding matters of professional misconduct on the part of the Superintendent, as a licensed professional, including a conviction of the Superintendent of certain enumerated crimes and/or conduct which is determined to be unbecoming to the teaching profession. Reports of any investigation regarding whether or not the Superintendent has committed an act or offense for which the Governing Board is required to make a report to the Ohio Department of Education shall be kept in the personnel file of the Superintendent. Should the Ohio Department of Education determine that the results of that investigation do not warrant initiating an action suspending, revoking, or otherwise limiting the Superintendent's license, the report(s) of any investigation will be moved to a separate public file.

R.C. 3319.01, 3319.16

Adopted: May 12, 1981

Revised: December 11, 2007

# Policy

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## INCAPACITY OF THE SUPERINTENDENT

It is the legal duty of the Governing Board to appoint a temporary or acting Superintendent by a majority vote of the Board upon determination that the Superintendent is incapacitated in such a manner that s/he is unable to perform the duties of his/her office. The Board shall determine that the Superintendent is incapacitated at the request of the Superintendent and with medical documentation upon certification of a physician selected and compensated by the Board.

The Board shall fix the compensation of the temporary Superintendent who shall serve until the Superintendent's incapacity is removed or until the expiration of the Superintendent's contract whichever is sooner. S/He shall perform all of the duties and functions of the Superintendent, and may be removed at any time for cause by a two-thirds (2/3's) majority vote of the Board.

Where a physician selected by the Board disagrees with a physician selected by the Superintendent, the two (2) physicians shall agree in good faith upon a third impartial physician who shall examine the Superintendent. His/Her medical opinion shall be binding on the issue of medical capacity to perform assigned duties. The expenses of the third examination shall be borne by the board.

If the Board determines that the Superintendent is unable to perform his/her duties, s/he may:

- A. at his/her request, be placed on sick leave, with pay, not to exceed the amount of his/her accumulated but unused sick leave and any advancement of such sick leave which may be authorized by Board policy; and/or
- B. at the request of the Board, be placed on sick leave with such pay to which s/he may be entitled or which may be authorized by Board policy; and/or
- C. at his/her request be placed on a leave of absence without pay.

The foregoing leave shall not extend beyond the term of the contract.

The Superintendent may, upon request to the Treasurer of the Governing Board, and proper certification of recovery, be returned to active duty status, unless the Board denies the request within ten (10) days of receipt of the request. The Board may require the Superintendent to establish to its satisfaction that the Superintendent is capable of resuming such duties and further, that the duties be resumed on a full time basis.

The Board may demand that the Superintendent return to active service and upon the determination that the Superintendent is able to resume his/her duties, the Superintendent shall return to active service.

The Superintendent may request a hearing before the Board or with a referee on any action taken under this policy and shall have the same rights in such hearing as are granted under section 3319.16, Revised Code.

R.C. 3319.011, 3319.13, 3319.16;

Adopted: January 1, 1980;  
Revised: March 8, 2011

# Policy

**BOARD OF EDUCATION  
LICKING COUNTY EDUCATIONAL SERVICE CENTER**

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## **EMPLOYMENT OF THE TREASURER**

The Governing Board shall seek a person both capable and licensed to fill the position of Treasurer, whenever that position may be vacant. The Board shall appoint a Treasurer as chief fiscal officer and fix his/her salary and term of office which shall be not more than five (5) years.

All persons considered for the position of Treasurer shall provide evidence of their training and experience in the fields of government accounting, State and Federal laws related to school district budgeting and financing, financial report preparation, and budget and accounting management as required by statute and the standards of the State Board of Education.

To aid in the search, the Board may use a written job description for the position (see policy # 1320); informative materials describing the School District; and a written specification of the salary and benefits. Each serious candidate for the position of Treasurer shall be screened and interviewed by the Superintendent. Final selections shall be made by the Governing Board. Any candidate's intentional misstatement of fact material to his/her qualifications for employment or the determination of his/her salary shall be considered to constitute grounds for dismissal.

No person may be employed as Treasurer of this Center unless s/he has signed an employment contract with the Board. Such contract shall include the term for which employment is contracted, including beginning and ending dates; the salary which the Treasurer shall be paid and the intervals at which s/he shall be paid; the benefits to which s/he is entitled; specifications of any powers or duties assigned to the Treasurer pursuant to R.C. 3319.031; and such other matters as may be necessary to a full and complete understanding of the employment contract.

The Treasurer shall be responsible for the financial affairs of the Center. The Treasurer so appointed shall devote himself/herself exclusively to the duties of his/her office.

The Treasurer shall report to and is subject to the direction of the Governing Board. The Treasurer shall direct and assign employees directly engaged in the day-to-day fiscal operations of the Center, as those employees are so designated by the Board.

Before entering the duties of the office, the Treasurer of the Board shall execute a bond, in an amount and with surety to be approved by the Board, payable to the State, and conditioned for the faithful performance of all official duties required of the Treasurer. Such bond shall be deposited with the President of the Board, and a copy thereof, certified by the Treasurer, shall be filed with the County Auditor.

Prior to employment, the candidate selected must also pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation.

R.C. 2909.34, 3301.074, 3313.22, 3313.24, 3313.25, 3319.031

A.C. 3301-5-01

Adopted: March 10, 1998,  
Revised: December 10, 2013

# Policy

BOARD OF EDUCATION  
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## DUTIES OF THE TREASURER

The Treasurer shall be directly responsible to the Governing Board for the performance of the following duties and responsibilities:

- A. call special meetings of the Board (R.C. 3313.16);
- B. sign all checks of the Board (R.C. 3313.51);
- C. record the proceedings of each meeting of the Board (R.C. 3313.26, 3313.262);
- D. notify the Board of Elections of all changes in boundaries of the Educational Service Center (R.C. 3313.261)
- E. deduct from the wages and salaries of employees, amounts as authorized deductions by the employee and Board (R.C. 3313.262);
- F. produce all money, bonds, and securities in his/her hands at the expiration of his/her term (R.C. 3313.27);
- G. deliver all books and papers in his/her hands to his/her successor at the expiration of his/her term (R.C. 3313.28);
- H. keep an account of all Center funds and maintain all records pertaining thereto in the manner described by law (R.C. 3313.29);
- I. render statement of accounts to the Board and Superintendent in the form prescribed by law and at times required by law and by the Board (R.C. 3313.29);
- J. direct and assign employees who are engaged in the day-to-day fiscal operations of the Center, as designated by the Board;
- K. execute all conveyances of the Board (R.C. 3313.30);
- L. meet and maintain the qualifications specified for the position by law (A.C.3301-5-01).

The Governing Board believes that the Treasurer has responsibilities, in addition to those required by law, to achieve the Center's goals by providing supervision for fiscal management. In addition, the Treasurer shall:

- A. establish and maintain long-range fiscal plans and prepare in cooperation with the Superintendent the annual budget and appropriations based on Service Center resources and needs;
- B. ensure that all Center fiscal activities comply with laws and regulations of the State, policies of the Board, and guidelines established by the Superintendent;
- C. provide for efficient management of the Center fiscal systems of purchasing and supply management and implement an evaluation system for his/her staff; and
- D. work cooperatively with the Superintendent and staff toward the achievement of Center objectives to make efficient use of resources.

The Treasurer shall be directly responsible to the Board for the performance of his/her assigned duties and responsibilities as they pertain to fiscal requirements of the law, and to the Superintendent as to duties related to overall operation and management of the district. Observation of his/her performance and preparation of performance reports shall be the responsibility of the Board.

**EVALUATION OF THE TREASURER**

The Governing Board requires evaluation of the performance of the Treasurer in order to assist both the Board and the Treasurer in the proper discharge of their responsibilities and to enable the Board to provide the Service Center with the best possible leadership.

The objectives of the Board's evaluation shall be to:

- A. promote professional excellence and improve the skills of the Treasurer;
- B. provide a basis for the review of the Treasurer's performance.

Criteria for the evaluation of the Treasurer shall be based upon the job description and shall relate directly to each of the tasks described therein. Each criterion shall be brief and shall focus on a major function of the position, be based on observable information rather than on factors requiring subjective judgment, and be written in the same format.

Data for the evaluation of the Treasurer will be gathered by any one (1) or more of the following methods:

- A. review of a document(s) produced in the performance of assigned duties
- B. interviews with the Treasurer regarding his/her knowledge of assigned duties

The Treasurer shall be evaluated in the performance of assigned duties at least once annually, but no later than December 1<sup>st</sup>.

R.C. 3313.22

Adopted: March 10, 1998



# Policy

BOARD OF EDUCATION  
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## RENEW / NON-REEMPLOYMENT OF THE TREASURER

The Governing Board has an obligation to the citizens of Licking County to employ the professional leadership best trained and equipped to meet the educational needs of their children. It shall meet that obligation by retaining only the best qualified person as Treasurer for this District.

The Board may, at any regular or special meeting held during the period beginning on the first day of January of the calendar year preceding the year in which the Treasurer's contract for employment expires and ending on the first day of March of the year the contract expires, re-employ the Treasurer for a succeeding term of no longer than five years, beginning the first day of August immediately following the expiration of the Treasurer's current term of employment and ending July 31<sup>st</sup>.

At the expiration of the Treasurer's current term of employment, the Treasurer is deemed re-employed for a term of one (1) year at the same salary plus any increment that the Governing Board may authorize, unless the Board, on or before March 1<sup>st</sup> of the year in which his/her contract of employment expires, either re-employs the Treasurer for a succeeding term or gives to the Treasurer written notice of its intent not to re-employ the Treasurer.

Except for a Treasurer who is automatically disqualified from service for failing to hold a valid Treasurer's license and is not considered an "otherwise qualified Treasurer," the termination of the Treasurer's contract shall be in accordance with R.C. 3319.16 and may be terminated for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board or for other good and just cause.

### Reporting Professional Misconduct

Consistent with Policy 8141 and State law, the Governing Board will file a report to the Ohio Department of Education, on forms provided for that purpose, regarding matters of professional misconduct on the part of the Treasurer, as a licensed professional, including a conviction of the Treasurer of certain enumerated crimes and/or conduct which is determined to be unbecoming to the teaching profession. Reports of any investigation regarding whether or not the Treasurer has committed an act or offense for which the Governing Board is required to make a report to the Ohio Department of Education shall be kept in the personnel file of the Treasurer. Should the Ohio Department of Education determine that the results of that investigation do not warrant initiating an action suspending, revoking, or otherwise limiting the Treasurer's license; the report(s) of any investigation will be moved to a separate public file.

R.C. 3313.22, 3319.16, 3319.313, 3319.39  
A.C. 3301-73-21

Adopted: March 10, 1998  
Revised: December 11, 2007

**INCAPACITY OF THE TREASURER**

It is the legal duty of the Governing Board to appoint a temporary, or acting, Treasurer by a majority vote of the Board upon determination that the Treasurer is incapacitated in such a manner that s/he is unable to perform the duties of his/her office.

The Board shall fix the compensation of the temporary Treasurer who shall serve until the Treasurer's incapacity is removed or until the expiration of the Treasurer's contract whichever is sooner. S/He shall perform all of the duties and functions of the Treasurer, and may be removed at any time for cause by a two-thirds (2/3's) majority vote of the Board.

The Board shall determine that the Treasurer is incapacitated at the request of the Treasurer and with medical documentation upon certification of a physician selected and compensated by the Board.

Where a physician selected by the Board disagrees with a physician selected by the Treasurer, the two (2) physicians shall agree in good faith upon a third impartial physician who shall examine the Treasurer. His/Her medical opinion shall be binding on the issue of medical capacity to perform assigned duties. The expenses of the third examination shall be borne by the Board.

If the Board determines that the Treasurer is unable to perform his/her duties, s/he may:

- A. at his/her request, be placed on sick leave, with pay, not to exceed the amount of his/her accumulated but unused sick leave and any advancement of such sick leave which may be authorized by Board policy; and/or
- B. at the request of the Board, be placed on sick leave with such pay to which s/he may be entitled or which may be authorized by Board policy; and/or
- C. at his/her request, or without such request, pursuant to Section 3319.13, Revised Code, be placed on a leave of absence without pay.

The foregoing leave shall not extend beyond the term of the contract.

The Board may demand that the Treasurer return to active service and upon the determination that the Treasurer is able to resume his/her duties, the Treasurer shall return to active service.

The Treasurer may, upon request to the Board, and proper certification of recovery, be returned to active duty status, unless the Board denies the request within ten (10) days of receipt of the request.

The Treasurer may request a hearing before the Board or with a referee on any action taken under this policy and shall have the same rights as are granted under Section 3313.22, Revised Code.

R.C. 3313.22, 3313.23, 3313.24 et seq, 3313.51, 3319.13

Adopted: May 14, 1985;

Revised: March 10, 1998

# **Policy**

**BOARD OF EDUCATION  
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## **JOB DESCRIPTIONS**

The Governing Board recognizes that it is essential for Educational Service Center and employee accountability for each staff member to be fully aware of the duties and responsibilities of his/her position. Job descriptions document and describe the essential functions for professional and classified staff positions and thereby promote organizational effectiveness and efficiency. Therefore, the Superintendent shall maintain a comprehensive set of job descriptions.

Job descriptions for positions of Superintendent (Policy 1220.02) and Treasurer (Policy 1320), which report directly to this Board, shall be defined as policies of the Board. All other job descriptions shall be defined as guidelines of the Superintendent and will be originated and maintained in accordance with the provisions specified in the bylaws of the Board (See Bylaw 0132) and each shall contain the following provision: "The employee shall remain free of any alcohol or nonprescribed controlled substance abuse in the workplace throughout his/her employment in the District."

Following revision of a job description, staff members who hold the positions for which the essential functions are described in the revised job description shall be provided access to the updated version and opportunity to discuss the revisions therein with their immediate supervisor.

Upon employment by the Board, the staff member shall receive a copy of the current job description for the position for which s/he has been employed. The employee's immediate supervisor shall review this job description with the staff member as part of the employment orientation process. Employees will be evaluated, at least in part, against their job descriptions.

Each job description shall include the requirement that the staff member serve as a role model for students and District Staff in how to conduct themselves as citizens and as responsible, intelligent human beings. In particular, each job description shall indicate the staff member's legal responsibility to help instill in district staff students the belief in and practice of ethical principles and democratic values.

Each job description shall include the requirement that the staff member observe all Safety and Hygiene regulations and procedures set by the Licking County Board of Education, the State of Ohio (HB 308), and Federal OSHA laws in the best interests of all its employees and district students.

The Americans with Disabilities Act (ADA) requires that the District's job descriptions be reviewed and, if necessary, revised to insure that employment practices do not discriminate against any current staff member or job candidate who has a disability.

The Superintendent shall prepare administrative guidelines necessary for the proper implementation of this policy.

Americans with Disability Act, HB308-OSHA; R.C. 3313.602

Adopted: May 12, 1981  
Revised: April 12, 2011

**WHISTLEBLOWER PROTECTION**

The Governing Board encourages all employees, acting in good faith, to report possible suspected or actual violations of State and Federal laws or Board policies and administrative guidelines. The Board directs the Superintendent to develop guidelines that shall be used to ensure that the Board's policy on Whistleblower Protection is implemented properly and in compliance with State laws. The Board will verify that employees are protected from interference with reporting violations and from retaliations for having reported a violation or refusing an illegal order.

To that end, it is the responsibility of an employee who is aware of conduct on the part of any Board member or employee that possibly violates State or Federal law or Board policy or administrative guidelines, to report such conduct to his/her immediate supervisor. 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. Board members and employees are prohibited from retaliating against an individual who has reported a violation and/or refused an illegal order and shall not use or attempt to use their position to prevent an employee from reporting a possible violation or refusing an illegal order.

After such a report is made, the immediate supervisor will ask that the employee's report be put in writing. Any employee making such a report shall be protected from discipline, retaliation, or reprisal for making such report as long as the employee made a reasonable and good faith effort to determine the accuracy of any information reported. Employees are subject to disciplinary action, up to and including termination, for purposely, knowingly, or recklessly making a false report under this policy.

In the case of reporting suspected fraud or fraudulent activity, an employee may file a report using the Auditor of State's system for reporting of fraud. This reporting mechanism may be used either in addition to or instead of filing a written report with the employee's supervisor or other Educational Service Center authority.

Guidelines so established shall set procedures for proper reporting and investigations of such reports. If such reported violation is found to be correct then efforts shall be taken to correct the violation or refer such violation if it so merits to the appropriate law enforcement or government agency.

Cross Ref: 1411 AG, 1411 F1/F2 Whistleblower Administrative Guidelines  
3311 Whistleblower Protection (Prof)  
4311 Whistleblower Protection (Classified)  
Acknowledgement of Receipt of Auditor of State fraud-reporting information

Adopted: July 17, 2007

Revised: November 13, 2012

# Administrative Guideline

BOARD OF EDUCATION  
LICKING COUNTY EDUCATIONAL SERVICE CENTER

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## WHISTLEBLOWER PROTECTION

The Governing Board offers the following guidelines for employees, acting in good faith, to present a request, suggestion, or complaint concerning Educational Service Center (ESC) personnel, the program, or the operations of the ESC. At the same time, the Governing Board has a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for judging each employee complaint in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Governing Board to rectify any misunderstandings between the public and the LCESC by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences, that more formal procedures be employed.

Any requests, suggestions, or complaints, reaching the Board members and administration shall be referred to the Superintendent for consideration according to the following procedure:

### **Matters Regarding a Professional Staff Member**

#### **A. First Level**

If it is a matter specifically directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and ESC administrative guidelines.

This level does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation which may require investigation or inquiry by school officials prior to approaching the professional staff member.

The staff member shall report the matter and whatever action may have been taken to his/her supervisor. At this point the staff member with a complaint should complete **Form 1411 F1 (Complaint Form)** and submit it to the Second Level if not satisfied with the results or explanation.

#### **B. Second Level**

If the matter cannot be satisfactorily resolved at the First Level, the complainant shall discuss it with the staff member's supervisor and in compliance with provisions of Board Policy.

#### **C. Third Level**

If a satisfactory solution is not achieved by discussion with the supervisor, a written request for a conference shall be submitted to the Superintendent. This request should include:

- f. the specific nature of the complaint and a brief statement of the facts giving rise to it;
- g. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
- h. the action which the complainant wishes taken and the reasons why it is felt that such action be taken.

# Administrative Guideline

BOARD OF EDUCATION

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- i. Should the matter be resolved in conference with the Superintendent, the Board shall be advised of the resolution.

**D. Fourth Level**

Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request, in writing, a hearing by the Governing Board.

The Board, after reviewing all material relating to the case, shall grant a hearing before the Governing Board or before a committee of the Board.

The complainant shall be advised, in writing, of the Governing Board's decision, no more than ten (10) business days following the hearing.

## **Matters Regarding an Administrative Staff Member**

Since administrators are considered members of the District's professional staff, the general procedure specified in "Matters Regarding a Professional Staff Member" shall be followed.

## **Matters Regarding a Classified Staff Member**

In the case of a classified staff member, the same procedure is to be followed as for "Matters Regarding a Professional Staff Member".

## **Matters Regarding ESC Services or Operations**

If the request, suggestion, or complaint relates to a matter of ESC procedure or operation, it should be addressed, initially, to the person in charge and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member."

## **Matters Regarding the Educational Program**

If the request, suggestion, or complaint relates to a District program, it should be addressed, initially, to the Supervisor/Director and then brought, in turn, to higher levels of authority in the local school district in the manner prescribed in "Matters Regarding a Professional Staff Member."

## **Ohio HB 66** requires that school districts provide information about the Ohio fraud-reporting

system. The State of Ohio has established a reporting system whereby public employees can file complaints of fraud and misuse of public funds by public offices or officials. Complaints can be made using any of the following methods:

- a. Mail a written complaint to:  
Ohio Auditor of State's Office  
Special Investigations Unit  
88 East Broad Street  
Columbus, Ohio 43215
- b. Report a complaint online by going to:  
<http://www.auditor.state.oh.us/fraudcenter>, then click on  
"Report Fraud Online".
- c. Report a complaint by telephone by calling:  
1-866-FRAUD-OH (866-372-8364)

# Policy Form

GOVERNING BOARD OF EDUCATION  
LICKING COUNTY EDUCATIONAL SERVICE CENTER  
ADMINISTRATION

1411 F1

## Employee Formal Complaint Form

\_\_\_\_\_ Level of Complaint

\_\_\_\_\_  
Name of Staff Member Filing Complaint

\_\_\_\_\_  
Date submitted

\_\_\_\_\_  
School Facility

Nature of Complaint: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(If additional space is needed, use other side)*

What relief is sought to correct the situation?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Received by (Director/Supervisor/Asst./Supt)

Date for Level II \_\_\_\_\_ Disposition:

Date for Level III \_\_\_\_\_ Disposition:

Date for Level IV \_\_\_\_\_ Disposition:

**Policy Form**  
**BOARD OF EDUCATION**

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1411 F2

**Acknowledgement of receipt of Auditor of State fraud-reporting system information**

Pursuant to Ohio Revised Code 117.103(B)(1), a public office shall provide information about the Ohio fraud-reporting system and the means of reporting fraud to each new employee upon employment with the public office.

Each new employee has thirty days after beginning employment to confirm receipt of such information.

By signing below (or having read this on PublicSchoolWORKS safety training website) acknowledging the Licking County Educational Service Center provided you information about the fraud reporting system as described in Section 117.103 (A) of the Revised Code, and that you read and understand the information provided. You are to acknowledge you have received and read the information regarding Section 124.341 of the Revised Code and the protections you are provided as a classified or unclassified employee if you use the before mentioned fraud reporting system.

I, \_\_\_\_\_, have read the information provided by my employer regarding fraud-reporting system operated by the Auditor of State's office. I further state that the undersigned signature acknowledges receipt of this information

---

Print name, title of job position, and department or location of school unit

---

Please sign name

---

date

Effective May 2012



# Policy

BOARD OF EDUCATION  
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## NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Governing Board does not discriminate on the basis of race, color, national origin, disability (collectively Protected Classes) or any other legally protected category, in its programs and activities, including employment opportunities.

The Superintendent shall appoint and publicize the name of the compliance officer(s) who is responsible for coordinating the Educational Service Center's effort to comply with applicable Federal and State laws and regulations, including the Center's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or denial of access. The Compliance Officer shall also verify that the proper notice of non-discrimination for Title II of the American Disabilities Act (as amended) Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended) and the Age Discrimination in Employment Act is provided to staff members and the general public. Any sections of the Center's policies dealing with hiring, promotion, and tenure need to contain a statement of non-discrimination similar to that in the Board's statement above. In addition, any gender specific terms should be eliminated from such policies.

[NOTE: School Centers are advised to appoint both a male and a female CO in order to provide complainants with the option to report their concerns to an individual of the gender of the individual they would feel most comfortable. The CO's may also serve as the Center's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator. Additionally, by appointing two (2) CO's, there should always be a CO available to investigate a claim of discrimination that pertains to the other CO.]

The CO's names and contact information shall be posted on the Center's website and mentioned on the monthly recap of board meetings.

The CO's are responsible for coordinating the Center's efforts to comply with applicable Federal AND State laws and regulations, including the Center's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination / retaliation or denial of equal access. The CO's shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975, is provided to staff members and the general public. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

### **Reports and Complaints of Unlawful Discrimination and Retaliation**

Employees are encouraged to promptly report incidents of unlawful discrimination and / or retaliation to an administrator, supervisor, or other Center-level official so that the Board may address the conduct. Any administrator, supervisor, or other Center Level employee or official who receives such a complaint shall file it with the CO at his/her first convenience.

# Policy

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Employees who believe they have been unlawfully discriminated / retaliated against are entitled to utilize the complaint procedure set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment. While there are not time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The CO's will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. CO's shall accept complaints of unlawful discrimination/retaliation directly from any member of the School Center community or a visitor to the Center, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin either an informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to any person who files a complaint. In the case of formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School Center community must report incidents of discrimination/retaliation that are reported to them to the CO within two business days of learning of the incident/conduct.

Any employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to a CO within two(2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the employee within two (2) working days to advise him/her of the Board's intent to investigate the wrongdoing.

## **Investigation and Complaint Procedure (see Form 9130 F1)**

Any employee who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims and a process of rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process: however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received)

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination/retaliation with the United States Department of Education Office of Civil Rights, the Ohio Civil Rights Commission (OCRC) or Equal Opportunity Commission (EEOC).

# Policy

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## Informal Complaint Procedure

The goal of the informal complaint procedure is to stop quickly inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who believes s/he has been unlawfully discriminated against. This informal procedure is not required as a precursor to filing of a formal complaint. The informal process is only available in those circumstances where the parties (the alleged target of the discrimination or retaliation, and individual(s) alleged to have engaged in the incident) agree to participate in it.

Employees who believe that they have been unlawfully discriminated/retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a Center employee or any other adult member of the School Center community against a student will be formally investigated.

As an initial course of action, if an individual feels that s/he is being unlawfully discriminated /retaliated against and s/he is able and feels safe doing so, the individual should tell or otherwise inform the person who engaged in the allegedly discriminatory / retaliatory conduct that it is not appropriate and must stop. The complaining individual should address the alleged misconduct as soon after it occurs as possible. The CO is available to support and counsel individuals when taking the initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the person who allegedly engaged in the unlawful conduct of his/her concerns is not prohibited from otherwise filing an informal or formal complaint. In addition, with regard to certain types of unlawful discrimination, such as sexual discrimination, the CO may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully discriminated /retaliated against may make an informal complaint, either orally or in writing: (1) to a building administrator; (2) directly to a CO; and/or (3) to the Superintendent or other Center-level employee.

All informal complaints must be reported to a CO who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The Center's informal complaint procedure is designed to provide employees who believe they are being unlawfully discriminated /retaliated against with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawfully discriminated /retaliated against, informal resolution may involve, but not be limited to, one of the following:

- A. Advising the individual about how to communicate his/her concerns to the person who allegedly engaged in the unlawfully discriminated /retaliated against behavior.

# Policy

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- B. Distributing a copy of Policy 1422 – Non-Discrimination as a reminder to the individual(s) in the school building or office where the individuals whose behavior is being questioned works.
- C. If both parties agree, the CO may arrange and facilitate a meeting between the individual claiming the unlawfully discriminated /retaliated against and the individual accused of engaging in the misconduct to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal processes terminated at any time to move to the formal complaint process.

All material generated as part of the informal complaint process will be retained by the CO in accordance with the Board's records retention policy.

## **Formal Complaint Procedures**

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to the move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint procedure shall be implemented.

An individual who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant"), may file a formal complaint, either orally or in writing, with a principal, the CO, Superintendent, or other Center-level employee. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a principal, Superintendent, or other Center-level employee, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, the discriminatory/retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document

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Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the person who allegedly engaged in the misconduct. In making such a determination, the CO should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deems appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 1422 - Non-Discrimination. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful discrimination/retaliation. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used. ( ) The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or the designee, the Superintendent must either issue a final decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

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If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Complainant was subjected to unlawful discrimination/retaliation, she/he must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the employee alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The Complainant may be represented, at his/her own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

## **Privacy/Confidentiality**

The School Center will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that s/he learns and/or provides during the course of the investigation.

All public records created as a part of an investigation of a complaint of discrimination/retaliation will be maintained by the CO in accordance with the Board's records retention policy.

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## **Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against unlawful discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

## **Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

## **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School Center community related to the implementation of this policy and shall provide training for Center students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

R.C. 4112.01, 4112.02, A.C. 3301-35-03(A), Fourteenth Amendment, U.S. Constitution  
20 U.S.C. Section 1681, Title IX of Education Amendment Act  
20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974  
20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act  
42 U.S.C. 6101 et seq., Age Discrimination Act of 1975  
42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended  
34 C.F.R. Part 110 (7/27/93)  
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act  
42 U.S.C., 2000e, et seq., Civil Rights Act of 1964  
29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended, 29 C.F.R. Part 1635

Adopted: November 8, 2011; *Related Policies – 3122, 4122, 9130*  
Revised: June 10, 2014

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## NONDISCRIMINATION BASED ON EMPLOYEE GENETIC INFORMATION

The Governing Board prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of his/her genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.

In accordance with the Genetic Information Act (GINA), the Board shall not request, require or purchase genetic information of employees, their family members or applicants for employment. Further, in compliance with the Act, employees are directed not to provide any genetic information, including the individual's family medical history in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the Educational Service Center's application process.

The Center recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows or the Internet. The Center prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information, or accessing sources from which they are likely to acquire genetic information.

"Genetic information," as defined by GINA, means information about (a) an individual's genetic tests, (b) the genetic tests of that individual's family members, (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history), (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or family member of the individual, or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.

If the Center either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment or a medical provider it shall be treated as a confidential medical record in accordance with law.



The Superintendent shall appoint a compliance officer who shall be responsible for overseeing the Center's compliance with Federal regulations and promptly dealing with any inquiries or complaints. S/He shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all Center requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the ADA or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II, including the Governing Board, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

R.C. 4112.01, 4112.02

A.C. 3301-35-03(A)

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 2000e et seq., Civil Rights Act of 1964

42 U.S.C., 12112, American With Disabilities Act of 1990, as amended

29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended

20 U.S.C. 1681 et seq., Title IX

29 C.F.R. Part 1635

Adopted: November 8, 2011

Revised: December 11, 2012

### **SICK LEAVE**

The Governing Board recognizes its statutory duty to provide sick leave to regular full time employees of this Educational Service Center for absence due to personal illness, pregnancy, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.

All regular full-time employees of the Center eligible for sick leave shall receive fifteen (15) such sick leave days annually at the rate of one and one-quarter (1 ¼) a month. Unused sick leave shall be cumulative up to 200 days.

The Board shall accept by transfer the accumulated sick leave up to 200 days which any new employee has acquired in another position of public service in Ohio provided that the last termination of such service was within the last ten (10) years.

Substitutes or persons who are employed by the Board on an as-needed, seasonal, part time or intermittent basis are not eligible for paid sick leave.

Full time employees must be in attendance on scheduled work days or be in authorized leave status.

R.C. 124.38, 3319.141

Adopted: November 8, 2011

Revised:

### **PHYSICAL EXAMINATION**

The Governing Board, acting through the Superintendent, reserves the right to require, after a conditional offer of employment, that the successful candidate submit to a medical examination in order to determine his/her physical and/or mental capacity to perform the essential functions of the position, with or without reasonable accommodations, provided that the Board requires other successful candidates for the same position (or job classification) to do so. Such examinations shall be done in accordance with the Superintendent's guidelines.

Employees will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act in order to allow the report of medical examination to be released to the Board/Superintendent and to allow the Superintendent or his/her designee to speak to the health care provider who conducted the medical examination in order to get clarification. (See form 1460 F2).

Such report should indicate whether the candidate can perform the essential functions of the position, with or without reasonable accommodation.

In compliance with the Genetic Information Nondiscrimination Act (GINA) and Board Policy 1422.02 the successful candidate who is required to submit to a medical examination, as well as the medical provider who is designated by the Board to conduct the examination, are directed not to collect genetic information or provide any genetic information, including the candidate's family medical history, in the report of the medical examination.

Employees will be notified of the results of the medical examination upon receipt. Any and all reports of such examination will be maintained in a separate confidential file in accordance with the American with Disabilities Act, as amended (ADA), and the Genetic Information Nondiscrimination Act (GINA).

In the event of a report indicating that the candidate is not qualified to perform the position's essential functions, with or without reasonable accommodations, the Superintendent will make a recommendation to the Board of non-employment. The Superintendent or his/her designee may discuss the results with the healthcare provider who conducted the medical examination prior to the Superintendent's making a recommendation to the Board. The Board shall pay for required medical examinations.

At initial employment the Board may require that all professional staff members undergo a tuberculosis examination in accordance with law and at the direction of the Ohio Department of Health, the local health department, or the Center's medical advisor.

R.C. 3313.71, 29 C.F.R. Part 1630, 29 C.F.R. Part 1635, 42 U.S.C. 12101 et seq., American with Disabilities Act of 1990, as amended, 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act, A.C. 3701-15-02

Adopted: April 14, 1998  
Revised: November 8, 2011

### **UNREQUESTED LEAVES OF ABSENCE/FITNESS FOR DUTY**

The Governing Board may place an employee on unrequested leave of absence for physical or mental inability when the employee is unable to perform assigned duties.

If the Superintendent believes the employee is unable to perform assigned duties, the employee will be offered the opportunity for a meeting to discuss these issues.

Prior to placing an employee on unrequested leave, the Board may require the employee to submit to an appropriate examination by a health provider designated and compensated by the Educational Service Center. The results of any such examination shall be treated as a confidential medical record and will be used only in compliance with law.

The employee will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) in order to allow the report of the medical examination to be released to the Board/Superintendent and to allow the Superintendent or his/her designee to speak to the health care provider who conducted the medical examination in order to get clarification. Refusal to submit to an appropriate examination or to execute the HIPAA release will be grounds for disciplinary action, up to and including termination.

As required by Federal law and regulation and Board Policy 1422.02, the Superintendent shall direct the provider designated by the Board to conduct the examination not to collect genetic information or provide any genetic information, including the individual's family medical history, in the report of the medical examination.

Pursuant to State law and in accordance with the Americans with Disabilities Act, as amended (ADA) and the Genetic Information Nondiscrimination Act (GINA), the results of any such examination shall be treated as a confidential medical record and will be exempt from release, except as provided by law. If the Center inadvertently receives genetic information about an individual who is required to submit to an appropriate examination from the medical provider it shall be treated as a confidential medical record as required by the ADA.

If, as a result of such examination, the employee is found to be unable to perform assigned duties and no reasonable accommodations are available, the employee may be placed on involuntary leave of absence for a period not to exceed two (2) consecutive school years.

An employee subject to an unrequested leave of absence is entitled to a hearing as provided for in State law.

R.C. 3319.13, 3319.16; 29 C.F.R. Part 1630; 29 C.F.R. Part 1635, 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

Adopted: November 8, 2011

**EMPLOYMENT OF ADMINISTRATORS**

The Governing Board of Education recognizes that it is vital to the successful operation of the Center that administrative positions created by the Board shall be filled with highly qualified and competent personnel. The Board delegates the Superintendent to conduct searches and recruitment of candidates for assistant superintendent, principal, assistant principal and other administrator positions.

The Governing Board shall approve the employment, determine the compensation, and establish the term of said employment for each administrator employed by the Board. Individuals may be employed as administrators pursuant to their first limited contract for a term not to exceed three (3) years. The first year of employment may be a one (1) year contract and thereafter, each contract, upon successful evaluation, may have a length from two (2) to three (3) years.

The Board shall only employ those candidates nominated by the Superintendent, unless otherwise authorized by law (see below).

Individuals employed in the following categories shall be considered members of the administrative staff: assistant superintendents, assistants to the superintendent, principals, assistant principals, school improvement consultants, consultants, directors, assistant directors, supervisors, coordinators, school psychologists, and any position that has a supervisory function in the job description.

Any person employed as an assistant superintendent, principal, assistant principal, or other administrator shall possess a valid certificate/license issued pursuant to Ohio law and shall file a copy of his/her certificate/license with the Center. Qualifications are in accordance with the provisions of R.C. 3319.031; the Superintendent may assign specified powers or duties to one or more administrators.

To the extent permitted by law, the Board may request the State Board of Education to issue a two (2) year alternative administrative specialist license or a one (1) year alternative principal license to a candidate recommended by the Superintendent for an administrative position, provided the candidate is of good moral character and meets the requirements set forth by the State Board of Education.

Relatives of Board members may be employed by the Board, provided the member of the Board does not participate in any way in the discussion or vote on the employment when such a conflict of interest is involved. An individual who is related to a staff member may be employed as an administrator by the Board provided the administrator is not placed in a position in which s/he will supervise directly the staff member to whom s/he is related.

Applications for employment as an administrator will not be accepted from any current Board member. If a Board member wishes to apply for a position on the administrative staff, his/her resignation must be accepted by the Board prior to submitting an application.

The employment of administrative staff members prior to approval by the Board is authorized when their employment is required to maintain continuity in the educational program. Employment shall be recommended to the Board at the next regular meeting.

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Prior to employment, the candidate selected must pass a background check performed by the Bureau of Criminal Identification and Investigation and/or the Federal Bureau of Investigation. The Superintendent may recommend and the Board may approve the reemployment of an administrative staff member at any regular or special meeting held during the period beginning on the first day of January of the calendar year immediately preceding the year of expiration of the employment contract and ending on the last day of May the year the employment contract expires.

The Board may, by a three-fourth's (3/4's) majority vote of its full membership, reemploy an assistant superintendent, principal, assistant principal, or other administrator whom the Superintendent refuses to nominate. The term of an administrator so employed shall be in accordance with the same terms for those administrators who are nominated for employment by the Superintendent as set forth herein for a contract from one (1) to five (5) years dependent upon the administrator's prior length of service in the Center.

Before taking action to renew or non-renew the contract of any administrator and prior to the **first day of June** of the year in which the administrator's contract expires, the Board shall notify each such administrator of the date his/her contract expires and inform the administrator that s/he may request a meeting with the Board to discuss its reasons for considering renewal or non-renewal of his/her contract. Upon the request of the administrator, the Board shall meet with him/her in executive session. The administrator shall be permitted to have a representative of his/her choice present at that meeting.

If the Board fails to provide the evaluations as required or if the Board fails to provide, following the request of the administrator, a meeting for the purpose of discussing the Board's reasons for considering renewal or non-renewal of the administrator's contract, then the administrator shall be automatically reemployed at the same salary plus any increments that may be authorized by the Board. The term of reemployment shall be one (1) year.

Furthermore, an administrator shall be deemed reemployed upon expiration of his/her contract term unless the administrator notifies the Board to the contrary on or before **the fifteenth day of June**, or unless the Board either reemploys the administrator for a succeeding term or gives written notice of its intent not to reemploy the administrator on or before the **first day in June** in the year in which said contract expires.

Part-time and retired administrators will be offered only one (1) year contracts. Those employed 120 days or less will not be offered medical benefits and will not accrue or use sick leave, personal leave or holiday pay but may participate in dental or vision insurance and be reimbursed for professional leave according to such policies. Those employed more than 120 days shall be entitled to reimbursement for college course work on a prorated basis. (Those working fewer than 120 days will not be reimbursed for any coursework).

Any administrator's intentional misstatement of fact, material to qualifications for employment or reemployment, or to the determination of salary, shall be considered by this Board to constitute grounds for dismissal.

Any administrator employed by the Board who shall be guilty of any willful violation of the policies of the Board shall be guilty of gross insubordination and shall be subject to dismissal or such lesser penalty as the Board may prescribe.

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No contract may be terminated or suspended except in accordance with State law.

Should it be necessary to employ a person to maintain continuity of the program, prior to receipt of the criminal history record, the Superintendent may employ the person on a provisional basis until the report is received. Every applicant who is employed before the criminal record check can be completed shall execute a resignation that shall automatically be accepted by the Board should the record show noncompliance. Falsification of any information on an employment application shall result in disqualification from, or termination of, employment.

## **Employment of Participating District Administrators**

The Governing Board of the LCESC may contract with participating districts to employ the best individuals to fill positions the district wants the ESC to hire in their behalf. Generally, the agreement with the district is set in the Related Service contracts listing of employees and other services the ESC is to provide for the upcoming year and what the estimated costs will be. This related service contract has to be signed by both the Treasurers and the Superintendents. The benefit of agreeing to have the amount for services directly deducted in the Related Service contracts from the State Foundation is that it gives the district a credit on the deduct amounts in combination with alignment of 1.5%. The agreement can be amended during the year as either services or individuals are changed. The district also has the option to have the ESC employ an individual and bill back on a monthly basis without the deduct credit.

When a district requests in writing for the LCESC to employ an individual in their behalf, the district Superintendent, or his/her designee, makes the recommendation to the ESC to hire, sets the salary to be tied to that individual, and title of the job with duties of the work assignment. The district is to furnish the LCESC Superintendent with the recommended candidate's file which includes a current BCII/FBI background check, other reference checks, copy of current licensure tied to this job, and any other pertinent information. The Superintendent may conduct interviews and additional background reference checks for certain positions.

## **Administrative Searches**

The LCESC Superintendent may provide Administrative Searches for Superintendents, Treasurers, and other administrators when, and if, requested to do so by the Participating District's Board of Education. Details of a Superintendent or Treasurer Search are to be worked out in an executive session with the District's Board. All application materials, once screened, will be turned over to the District's point person in these requested searches.

## **Reporting Professional Misconduct**

The Superintendent (or Board President where either the Superintendent and/or Treasurer has engaged in misconduct) will file a report to the Ohio Department of Education, on forms provided for that purpose, regarding matters of professional misconduct on the part of the professional staff members in those specific circumstances set forth in State law and Policy 8141, including a conviction of the professional staff member of certain enumerated crimes and/or conduct which is determined to be unbecoming to the teaching profession in conjunction with the non-renewal or termination of a professional staff member, or resignation by a professional staff member under the threat of same and/or during the course of an investigation of conduct reasonably determined to be unbecoming of the teaching profession.

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Reports of any investigation regarding whether or not a professional staff member has committed an act or offense for which the Superintendent or Board President is required to make a report to the Ohio Department of Education shall be kept in the personnel file of the professional staff member. Should the Ohio Department of Education determine that the results of the investigation do not warrant initiating an action suspending, revoking, or otherwise limiting that professional staff member's license or permit, the report(s) of any such investigation will be moved to a separate public file.

The Board shall only employ an administrator who has been nominated by the Superintendent. Such a contract may be terminated by the Board in accordance with State law and compliance to Board policy, i.e. Reduction in Force. An administrator may terminate his/her contract at the end of the school year upon providing the Board with at least 30 days written notice prior to such termination. Upon the recommendation of the Superintendent, the contract of any administrator employed pursuant to this policy may be suspended for the remainder of the term of any contract in accordance with State law.

The Center is prohibited from inquiring about prior criminal convictions of any applicant on an application form. However, all employees of the Center must undergo a criminal background check as a condition of employment. An employee who has been convicted of or plead guilty to one or more of the disqualifying offenses enumerated in the Ohio Revised Code may be deemed ineligible to work in the Center.

By signing below, understand and agree that, pursuant to the law,

- A. the Board of Education must request a criminal history check on me from the Bureau of Criminal Intelligence and Investigation and possibly from the Federal Bureau of Investigation;
- B. until that report is received and reviewed by the District, I am regarded as a conditional employee; and
- C. I may be deemed ineligible to work for the District based on the results of my background check and immediately released from employment as a result.

I hereby authorize such a records check and agree to pay the fee charged by the Bureau of Criminal Intelligence and Investigation and any additional fees associated with an FBI check.  
(See Policy 3121 and Form 3121 F1)

R.C. 3319.01, 3319.02, 3319.07, 3319.16, 3319.17, 3319.27, 3319.171, 3319.36  
A.C. 3301-73-21; 20 U.S.C. 6319; 20 U.S.C. 7801 (HB56 2016)

Adopted: February 15, 2005  
Revised: May 10, 2016



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## EMPLOYMENT OF RETIRED ADMINISTRATORS

The Governing Board recognizes that it is vital to the successful operation of the ESC that certificated positions created by the Board be filled with highly qualified and competent personnel. Candidates who are collecting an Ohio (or other state) State Teachers Retirement System pension may apply to be hired in a position for which they hold certification.

The Board shall approve the employment, fix the compensation and establish the term of employment for each certificated or classified administrator employed by this ESC. Such approval shall be given only to those candidates for employment recommended by the County Superintendent, except that the Board may, by a three-fourths vote, reemploy an administrator whom the Superintendent refuses to nominate after considering two nominees for the position.

For purposes of this policy, administrative positions shall be for personnel holding appropriate administrative professional certification for that position. When the Board has rejected any recommended candidate, the Superintendent shall make a substitute recommendation.

The Superintendent shall develop procedures for the recruitment, screening and recommendation of candidates, including retired certificated or classified administrators, for employment in accordance with the following guidelines where the board agrees as follows:

- A. Issue for new and renewed contracts to retired employees shall be for a one year term. This will be effective for contracts issued after July 1, 2002.
- B. Full-time retired employees shall be entitled to the following benefits: life insurance, dental insurance, vision insurance (optional), single medical coverage;
- C. Full-time retired employees shall be earning sick leave starting at zero balance, unless carrying from another school district since retirement (such days will not be converted to severance), shall be reimbursed for travel/necessary expenses as provided by policy, and shall be reimbursed for course work according to policy.

The administrator shall agree to the following:

- A. To be assigned to such specific position as designated by the superintendent;
- B. That the salary schedule is agreed upon, with experience and training, and the administrator will not challenge the placement on that basis;
- C. To furnish throughout the term of contract valid and appropriate certification to perform the duties of the position;
- D. That if this administrator is employed before the BCII/FBI criminal record check can be completed, the administrator shall execute a resignation that shall automatically be accepted by the Governing Board should the record show non-compliance; and

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- E. That this contract is contingent upon the continuation, at current levels, of any state, federal, or local funding which directly supports the position to which the employee has been assigned, and upon the renewal of any contract for the Educational Service Center services which supports the position to which the administrator or teacher is assigned.

Part-time retired employees shall not be entitled to sick leave. They shall be entitled to reimbursement for travel and work expenses according to policy. They shall be entitled to reimbursement for course work on a prorated basis, but not, if hired for less than half time.

A candidate's intentional misstatement of fact material to his/her qualifications on application, resume, and/or interview process, for employment or the determination of his/her salary, and/or receipt of a negative BCII/FBI report, will be considered by the Board to constitute grounds for dismissal.

It will be incumbent upon the employee to furnish and maintain appropriate certifications required to perform the duties of the position throughout the term of employment. The contract shall be contingent upon the continuation, at current levels, of any state and/or federal, or other local funding sources, which directly supports the position at the LCESC.

### **Reporting Professional Misconduct**

The Superintendent (or Board President where either the Superintendent and/or Treasurer has engaged in misconduct) will file a report to the Ohio Department of Education, on forms provided for that purpose, regarding matters of professional misconduct on the part of the professional staff members in those specific circumstances set forth in State law and Policy 8141, including a conviction of the professional staff member of certain enumerated crimes and/or conduct which is determined to be unbecoming to the teaching profession in conjunction with the non-renewal or termination of a professional staff member, or resignation by a professional staff member under the threat of same and/or during the course of an investigation of conduct reasonably determined to be unbecoming the teaching profession.

Reports of any investigation regarding whether or not a professional staff member has committed an act or offense for which the Superintendent or Board President is required to make a report to the Ohio Department of Education shall be kept in the personnel file of the professional staff member. Should the Ohio Department of Education determine that the results of the investigation do not warrant initiating an action suspending, revoking, or otherwise limiting that professional staff member's license or permit, the report(s) of any investigation will be moved to a separate public file.

The Center is prohibited from inquiring about prior criminal convictions of any applicant on an application form. However, all employees of the Center must undergo a criminal background check as a condition of employment. An employee who has been convicted of or plead guilty to one or more of the disqualifying offenses enumerated in the Ohio Revised Code may be deemed ineligible to work in the Center.

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By signing below, understand and agree that, pursuant to the law,

- A. the Board of Education must request a criminal history check on me from the Bureau of Criminal Intelligence and Investigation and possibly from the Federal Bureau of Investigation;
- B. until that report is received and reviewed by the District, I am regarded as a conditional employee; and
- C. I may be deemed ineligible to work for the District based on the results of my background check and immediately released from employment as a result.

I hereby authorize such a records check and agree to pay the fee charged by the Bureau of Criminal Intelligence and Investigation and any additional fees associated with an FBI check.  
(See Policy 3121 and Form 3121 F1)

R.C. 3319.01, 3319.02, 3319.07, 3319.16, 3319.17, 3319.27, 3319.171, 3319.36  
A.C. 3301-73-21; 20 U.S.C. 6319; 20 U.S.C. 7801 (HB56 2016)

Cross Ref: 3120.02 Retired/rehired Teachers  
4120.02 Retired/rehired Classified Workers  
3421 Benefits

Adopted: April 9, 2002  
Revised: May 10, 2016

**PROFESSIONAL DEVELOPMENT PROGRAMS**

As part of its mission to furnish professional leadership and consulting services to local and contracted districts in areas they are unable to finance or staff independently, the Licking County Educational Service Center shall develop programs for continuous staff development and respond to the professional development needs as they arise in the schools of Licking County for school administrators.

The Licking County Educational Service Center encourages the best continued growth possible for its administrators through a well-planned program of professional development which:

1. is based on identified needs and clear goals
2. is designed with significant involvement of administrators
3. is utilizing a wide range of resources
4. is carefully evaluated, and
5. is having the improvement of student educational experiences and outcomes as its ultimate objective.

The Governing Board believes that training is a prerequisite for continued growth of staff and, therefore, encourages, and in some cases requires, the participation of staff members in inservice and other training programs. All LCESC staff members are required to complete online training courses for the Safety Program.

The Board may reimburse staff members for the costs incurred in participation therein, subject to prior approval of the Superintendent.

Guidelines for implementation of required training for continued employment for any support programs shall be made available through the website posting and email.

Service Center personnel will work with districts to arrange professional development activities to promote county-wide cooperation.

Cross Ref:	3241	Staff Development (Certified Staff)
	AG3241	Early Education Department Required Training
	4242	Staff Development (Classified)
	AG4242.1	Early Education Department Required Training (Classified)
	AG4242.2	MD Staff Department Required Training (Classified)

Adopted: December 14, 2010

**SUPERVISORY, RELATED SERVICES AGREEMENTS**  
**And**  
**ESC ALIGNMENT**

The Governing Board believes that the improvement of staff performance is an important objective in the maintenance of a sound local-county and city-county system of public education. In this regard it affirms contracts entered into as prescribed by R.C.3313.843 in alignment with an ESC and in 3313.845 for secondary agreements in which preschool and other related services for the participating district to contract for specific services be entered into every year.

The Board shall review and approve a Manual of Funding consistent with services and the state formula of funding ESC's in Ohio. The funding will take into account the amounts the participating districts and the amount the state are contributing separately or together to the ESC and for formula supervisory units and extended time. Additional services and personnel can be contracted as agreed to in any such contract between the ESC and the participating districts.

Services under 3313.845 can be offered to a district even though the district may be aligned to another ESC. Such services may be on a cooperative program cost or individual student cost basis as agreed to between the ESC and the participating district.

The Governing Board shall employ trained specialists and other personnel necessary for the improvement of instructional operations.

In the event that it is necessary for the Licking County ESC Governing Board to employ additional personnel to provide the services selected by a specific district and those services are discontinued or the full-service contract is discontinued, the contracting school district will be responsible for all unemployment and worker's compensation costs, and any administrative fees associated with the billing of such costs, incurred by the Licking County ESC as a result of the discontinued services or positions.

The Governing Board shall employ supervisory staff according to terms of participating district Agreements entered into with the LCESC.

The Superintendent may review and suggest changes to terms of this manual every other year preceding each new biennium.

Ref: R.C. 3317.11, 3313,843, 3313.845

Adopted: June 19, 2012

Revised: February 12, 2013

## **EVALUATION OF PRINCIPALS AND OTHER ADMINISTRATORS**

**Application** - This policy shall apply to all persons employed by the Board of Education in a position requiring licensure as an administrator. This definition excludes school counselors but includes professional pupil services personnel and administrative specialists who spend less than fifty percent (50%) of their time teaching or otherwise working directly in the presence of students.

This policy shall also apply to all persons employed in positions not requiring administrative licensure, but whose job duties enable them to be considered either a "supervisor" or "management level employee" as defined in R.C. 4117.41.

### **Procedures**

**General Requirements** - The Superintendent shall implement a program of regular evaluation for all administrative personnel which includes the following elements:

- A. The evaluation process shall fairly attempt to measure the administrator's effectiveness in performing the duties set forth in his/her job description.
- B. A written evaluation document shall be produced for each administrator when evaluated annually.
- C. The evaluation shall be conducted by the Superintendent or his/her designee (such designation may be oral or in writing) prior to the Board's consideration of contract renewal or non-renewal.

**Specific Requirements for Building Principals and Assistant Principals** - In addition to the above, procedures for the evaluation of Educational Service Center building Supervisors (Principals) will be based upon comparable standards as set forth in the policy adopted by the Board for the evaluation of teachers pursuant to R.C. 3319.111, which adopts the Ohio Teacher Evaluation System (OTES), but tailored to address the duties and responsibilities of the supervisors and the environment in which they work. The Superintendent is authorized to develop procedures for such and is further authorized to access the Ohio Principal Evaluation System (OPES) model as a resource in the development and maintenance of an evaluation process which is weighted equally on student growth measures and performance on the standards of the profession for principals and assistant principals, while keeping within scope of employee's contracted days.

**Evaluation Instruments** – The Superintendent may, in his/her discretion, utilize a single evaluation instrument for all administrative positions, instruments particularized for each position, or a combination of both types of instruments.

Evaluation instruments shall be developed and/or utilized by the Superintendent as s/he may determine in his/her best professional judgment and may be modified from time-to-time by the Superintendent in the exercise of such professional judgment. Specific Board approval of the evaluation instruments or modifications to such instruments shall not be required.

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**Basis for Evaluation** - Each evaluation shall fairly attempt to measure the administrator's effectiveness in performing the duties of his/her job description. Evaluations may be based upon the direct formal observations of the administrator, but may also consider informal or incidental observations and other relevant information, which is within the knowledge of or brought to the attention of the evaluator. Out-of-school conduct may be considered if such conduct impairs the individual's effectiveness as an administrator or as a role model for students and staff.

**Observations and Conferences** - A pre-evaluation conference may be conducted if deemed necessary or advisable by the evaluator. Formal observations may be made of the administrator; either announced or unannounced, but shall not be a required element of the evaluation process except for principals and assistant principals, who are subject to OPES. The evaluator shall determine whether formal observations are deemed appropriate to other administrative positions on a case-by-case basis. To the extent that any weaknesses or deficiencies have been identified in the evaluation process, the evaluator shall offer suggestions for improvement. Identified weaknesses and suggestions for improvement shall be identified in the evaluation report, but shall not be a required element of any evaluation. However, for principals and assistant principals, the requirements of OPES shall apply in determining the need for growth and/or improvement plans.

A final written evaluation report shall be produced in a manner deemed appropriate by the evaluator, in consultation with the administrator. This evaluation report may be combined with the evaluation instruments, or may be a separate document.

The evaluation report shall be signed and dated by the administrator and the evaluator at the conclusion of the post-evaluation conference. The signature of the administrator shall not necessarily indicate that s/he agrees with the evaluator's comments or conclusions, but only that s/he has been made aware of such comments or conclusions. A copy of the evaluation report shall be provided to the administrator. The final evaluation report for administrators in the last year of their contract shall include the Superintendent's intended recommendation to the Board concerning renewal or non-renewal of the contract.

## Number and Timing of Evaluations

### A. Administrator not in Final Year of Contract

An administrator not in the final year of his/her contract shall be evaluated at least once during the school year. A written copy of the evaluation report shall be provided to the administrator no later than the end of the administrator's contract year, but not later than April 30<sup>th</sup>. A copy of the evaluation and its final recommendations will be forwarded to the Superintendent. The Board will consider the Superintendent's recommendation at a board meeting in the month of May and notify the administrator of such action to non-renew before June 1<sup>st</sup>.

### B. Administrator in Final Year of Contract

An administrator whose contract is due to expire at the conclusion of the current school year shall have at least one (1) preliminary evaluation and one (1) final evaluation during such year. A **written copy** of the preliminary evaluation report shall be provided to the administrator at least sixty (60) days prior to any Board action on the renewal or non-renewal of the contract. A **written copy** of the final evaluation report shall be provided to the administrator at least five (5) days prior to any Board action on the renewal or non-renewal of the contract.

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## **Efficiencies in Use of Staff Work Days**

Each program administrator shall be responsible for making work calendars for the assigned staff and determine best use of time beyond typical work schedules. Living up to policies in adjusting work schedules, making allowances for flex time and how they may use their time requirements by use of flex time and other changes that keep employees to the days allotted in each of their contracts.

**Meeting with Board** - Each administrator shall be provided the opportunity to meet with the Board in executive session prior to the Board's action on his/her contract. In this meeting, the Board shall discuss its reasons for considering the renewal or non-renewal of the contract. A representative of his/her choosing may accompany the administrator at the meeting. However, no witnesses or other persons may appear with or on behalf of the administrator without the express permission of the Board.

Written notice of the right to have such a meeting with the Board shall be provided in accordance with law to each administrator whose contract is expiring at the conclusion of the current school year.

## **Written Rebuttal**

The administrator may, at any time following the receipt of an evaluation report, submit a written rebuttal, not to exceed three (3) pages in length, which shall be promptly attached to the evaluation report and any copies of the evaluation report which are retained in the District's records.

**Legal Effect** - This policy and the procedures contained herein shall not create a legal expectancy of continued employment or a property interest in continued employment, and shall not be deemed a part of any individual administrator's contract or otherwise a contractual obligation of the Board.

To the extent that any of the procedures contained herein exceed the requirements of Ohio law, such procedures shall not be construed as a pre-condition to contract non-renewal and shall not prevent the Board from proceeding with a contract non-renewal which otherwise satisfies minimum requirements of Ohio law.

R.C. 3319.02, 3319.111, 3319.112, 4117.01

Adopted: February 15, 2005

Revised: July 11, 2017



**SUSPENSION OF ADMINISTRATIVE CONTRACTS (R.I.F.)**

The Governing Board of Education recognizes that no contract entered into with a member of the administrative staff in accordance with Board Policy 1520 may be suspended except in accordance to this policy as developed with input from the LCESC's administrative staff.

The reasons for which the Board will consider suspending an administrator's contract (or non-renewing if R.I.F. is that year) are the following:

- A. a decrease in the Educational Service Center's enrollment
- B. a return to duty of an administrator after a leave of absence
- C. the suspension of schools or territorial changes affecting the Educational Service Center
- D. financial conditions affecting the Educational Service Center (including reduction in level of service contracts by participating districts)
- E. reorganization and/or consolidation and/or reconstitution of administrative functions

The following procedure will be implemented in the event that the Governing Board determines it is necessary to reduce its administrative staff through a suspension of contracts by Superintendent's recommendation:

- A. In making his/her recommendation, the Superintendent will give consideration to administrator based on their evaluations. However, the Board recognizes that administrative positions are not interchangeable, and that the primary factor in any reduction of administrators will be the best interest of the ESC and the district using their services.
- B. Any administrator whose contract is to be suspended or non-renewed as the result of a reduction in the administrative staff position shall be notified, in writing, of his/her intended suspension or non-renewal in writing prior to the next regularly scheduled Board meeting at which the action is to be taken. The suspension of contract shall not become effective sooner than fifteen (15) days after said action.
- C. Administrators whose contracts are suspended or non-renewed because of RIF shall have a right to recall.
- D. If an administrator is notified of a similar position by certified mail or by electronic mail, s/he may interview for the new position if responding within ten (10) days of such notice.

R.C. 3319.171

Adopted: February 15, 2005  
Revised: July 11, 2017

**TERMINATION AND RESIGNATION**

**Termination**

The employment contract of an administrator may be suspended and/or terminated, upon a majority vote of the Governing Board, for good and just cause including disclosing a question or answer to a student on a State-mandated assessment. In such cases, the Board shall abide by due process, statutory procedures, and any applicable terms of the administrator's employment contract.

**Resignation**

An administrator may resign in accordance with law and any applicable terms of his/her employment contract.

The Governing Board authorizes the Superintendent to accept resignations from any staff member during times when the Board is not in session. Such resignations shall be deemed effective as of the date and time of the Superintendent's acceptance provided that the Superintendent submits such resignations to the Board at its next regular meeting for ratification.

**Reporting Professional Misconduct**

The Superintendent (or Board President where either the Superintendent and/or Treasurer has engaged in misconduct) will file a report to the Ohio Department of Education, on forms provided for that purpose, regarding matters of professional misconduct on the part of the professional staff members in those specific circumstances set forth in State law and Policy 8141, including a conviction of the professional staff member of certain enumerated crimes and/or conduct which is determined to be unbecoming to the teaching profession in conjunction with the non-renewal or termination of a professional staff member, or resignation by a professional staff member under the threat of same and/or during the course of an investigation of conduct reasonably determined to be unbecoming the teaching profession.

Reports of any investigation regarding whether or not a professional staff member has committed an act or offense for which the Superintendent or Board President is required to make a report to the Ohio Department of Education shall be kept in the personnel file of the professional staff member. Should the Ohio Department of Education determine that the results of the investigation do not warrant initiating an action suspending, revoking, or otherwise limiting that professional staff member's license or permit, the report(s) of any investigation will be moved to a separate public file.

R.C. 3319.02, 3319.15, 3319.151, 3319.16, 3319.161, 3319.31, 3319.313, 3319.39  
A.C. 3301-73-21

Cross Ref: 1520 Admin Termination and Resignation  
3140 Staff Discipline  
8141 Reporting Misconduct

Adopted: January 8, 2008  
Revised: June 19, 2012

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## ADMINISTRATIVE COMPENSATORY TIME

The Governing Board provides programs and services to meet the needs of administrators, students and parents. This service-oriented approach requires activity during times which are best suited to the needs of our customers, not necessarily during regularly scheduled office hours. Those expected office hours are generally 8:00 a.m. to 4:00 p.m., unless building hours are different. But the expectation is also to commit whatever hours of work are needed to complete required duties of the position.

Administrators with the Licking County Educational Service Center are salaried employees who work toward the completion of goals without strict adherence to an hourly time schedule. It is expected that they will occasionally need to come early, stay late, or work outside regularly scheduled hours to carry out responsibilities. However, there may be times when special approval can be given for additional hours as comp time to 190/200/220 day contracted administrators. Any professional staff with a 248 to 260 day contract does not qualify for this compensatory time. The Governing Board of Education honors compensatory time when approved in advance by the Superintendent. However, time efficiencies may need further study when request of use goes beyond policy limits to justify in writing the need for such consideration.

### Administrative Guidelines:

1. Compensatory time will be requested only in half and full hour amounts. The request for compensatory time will be made via an approved comp-time sheet and must have prior approval of the immediate supervisor. (Last minute emergency needs can be addressed by phone with written requests to follow as soon as possible.)
2. A maximum of 40 hours of compensatory time may be earned in a **Fiscal Year**. The Superintendent may approve additional hours on specific projects as needs arise as long as the comp time can be scheduled and is encouraged to be used by January 15 for hours earned in the first semester and those hours earned in the second semester be used by June 30 at year's end. If the comp time is not used within such framework, it shall be lost;
3. Compensatory time **shall** not be earned for doing regular planning/record keeping/making reports necessary for the position requirements and duties;
4. Compensatory time may only be used with the approval of the Superintendent and may not conflict with the successful completion of job responsibilities.

Compensatory time may be approved for activities such as after-hours meeting with teachers, parents, students, or community members; teaching workshops only if not being paid the instructor fee; student/parent home visitations; special projects which have been agreed on with the immediate supervisor/Superintendent.

R.C. 3319.08, 3319.111

Adopted: August 8, 1995  
Revised: September 13, 2016

**MERIT PAY FOR SUCCESSFUL COMPETITIVE GRANT WRITING**

The Licking County Governing Board endorses the following procedures to be established by LCESC for awarding merit pay to certain administrative employees for successful competitive grant writing. The Superintendent is authorized to establish the guidelines to be followed in granting approval for an employee to seek a competitive grant in behalf of the LCESC programs and setting prerequisites to be included in such narratives and budget requests that set the LCESC in its best light to its participating districts and other constituents.

These guidelines should include a graduated percent for the amounts sought in such Superintendent approved writing and monitoring of grants; i.e. two & one-half (2.5) percent for the first \$100,000, one & one-half (1.5) % for the next \$100,000 in the same grant, and one (1) % for amounts in a single grant beyond \$200,000. If such grant being sought does not allow an administrative fee beyond a fiscal fee, the fiscal fee shall be sought first. Functions of writing, supervision or implementation, data analysis, and evaluation of the grant shall determine the definition in such grants for “administrative”. Merit amounts may only be awarded if such funds are covered within the grant (not from general funds) and will only be paid after the grant has been awarded. Repayment of such grant merit will be expected if conditions of the grant are not met. Successful evaluation and completion of the grant (all reports filed on a timely basis) are the responsibility of the writer/evaluator/supervisor of the grant. Such proposed merit award will ultimately be brought to the board for its action to pay. If original grants are consolidated, during employment of same grant writer, the original amounts will be grandfathered for that person.

Guidelines shall include the following:

- A. The components of a proposed grant
  1. setting the rationale for such for a proposal in writing (who benefits from the grant);
  2. setting a timeline for the phases of such grant implementation;
  3. setting roles and parameters of participation;
  4. evaluation targets.
- B. Each proposed grant should set priority by showing
  1. how participating districts can become involved;
  2. why it would benefit the LCESC to involve itself in such grant;
  3. avoiding grants with large matching requirements.
- C. Determine how such proposal will be extended or continued if such grant funds lapse.
- D. Method of communication for sharing the outcomes of the grant

Cross Ref: 2105 Mission Statement  
2110 Statement of Philosophy  
2111 Special Education Statement of Philosophy  
2120 School Improvement

R.C. 3301, Equal Educational Opportunities  
A.C. 3301-51-15

Adopted: May 9, 2006  
Revised: July 14, 2015

**STUDENT SUPERVISION AND WELFARE**

Administrators shall maintain a standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities and are expected to establish and maintain professional staff/student boundaries that are consistent with their legal, professional and ethical duty of care for students.

The Superintendent shall maintain and enforce the following standards:

- A. Each Administrator shall report immediately to the Superintendent any accident, safety hazard, or other potentially harmful condition or situation s/he detects.
- B. Each Administrator shall provide proper instruction in safety matters as presented in assigned course guides.
- A. An Administrator shall not send students on any personal errands off school grounds.
- D. Each professional staff member shall immediately report to building Administrator knowledge of threats of violence by students.
- E. An Administrator shall not associate or fraternize with students, at any time in a manner that may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity that could be considered abusive or sexually suggestive or involve harmful substances such as drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal prosecution and disciplinary action by the Board up to and including termination of employment.
- F. If a student approaches an Administrator to seek advice or to ask questions regarding a personal problem related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc. the staff member may attempt to assist the student by facilitating contact with certified or licensed individuals in the District or community who specialize in the assessment, diagnosis, and treatment of the student's problem. However, under no circumstances should a staff member attempt, unless properly licensed and authorized to do so, to counsel, assess, diagnose, or treat the student's problem or behavior, nor should a staff member inappropriately disclose personally identifiable information concerning the student to third persons not specifically authorized by law.
- G. An Administrator shall not transport students in a private vehicle without the approval of the director/supervisor.
- H. A student shall not be required to perform work or services that may be detrimental to his/her health.

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Administrative members shall only engage in electronic communication with students via email, texting, social media and/or online networking media, such as Facebook, Twitter, YouTube, MySpace, Skype, blogs, etc. when such communication is directly related to curricular matters or co-curricular/extracurricular events or activities with prior approval of the principal (or supervisor).

Administrative members are prohibited from electronically transmitting any personal identifiable image of a student(s), including video, photographs, streaming video, etc. via email, text message, or through the use of social media and/or online networking media, such as Facebook, Twitter, YouTube, MySpace, Skype, blogs, etc. unless such transmission has been made a part of a pre-approved curricular matter or co-curricular/extracurricular event or activity such as a school sponsored publication or production in accordance with policy 5722.

Since most information concerning a child in school, other than directory information described in Policy 8330, is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State and Board Policy 8462, each professional staff member shall report to the proper legal authorities immediately, any sign of suspected child abuse or neglect.

Cross Ref:    5722   School Sponsored Publications  
                  8330   Student Records  
                  8660   Transportation by Private Vehicle

R.C. 2907.03

Adopted: June 14, 2011

Revised:

## **GROUP HEALTH PLANS**

The Governing Board of education shall have the discretion to establish and maintain group health plans for the benefit of eligible employees. The definition of group health plans as used in this policy may include, but is not limited to, major medical, prescription drug, and dental plans. These group health plans may provide certain health benefit plans to employees as permitted by law.

The Board may provide a Health Savings Account (HSA) option as one of the choices a full-time employee may select from a group health benefit plan.

The Board authorizes the Treasurer to set a designated amount into the Health Savings account of up to \$500.00 as an incentive for an employee to select for the first time the HSA option. This amount will be reviewed by the Board annually prior to insurance renewals.

The Board has elected to provide minimum value health coverage for some or all of its eligible employees. The terms and conditions of the health coverage are set forth in the appropriate plan documents.

The Board retains the right to evaluate the options provided and amounts the board and employees share to be contributed.

Adopted: January 10, 2017

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## **PRIVACY PROTECTIONS OF FULLY INSURED GROUP HEALTH PLANS**

The Governing Board provides coverage to eligible employees under fully insured group health plans. The Board has established the following fully insured group health plans: Medical and Prescription, and Dental (all at shared premium costs), optional Vision at 100% employee cost, optional Cancer insurance, optional Long-term Care Insurance.

The Board acknowledges that these group plans are required to comply with the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rule as amended by Title I of the Genetic Information Nondiscrimination Act (GINA). Fully insured group health plans generally are exempt from many of the requirements imposed upon self-funded group health insurance plans.

The Board also acknowledges that these fully funded insured group health plans are required to comply with the HIPPA Security Rule. The group health plans, working together with the insurer, will ensure the confidentiality, integrity, and availability of the group health plan's electronic Protected Health Information in accordance with the HIPPA Security Rule.

The Board hereby appoints the Treasurer to serve as the Security Official of the group health plans. All of the group health plans' functions are carried out by the insurer and the insurer owns and controls all of the equipment and media used to create, maintain, receive, and transmit electronic Protected Health Information relating to the group health plans. Accordingly, the insurer is in the best position to implement the technical, physical, and administrative safeguards required by the HIPPA Security Rule.

The Security Official does not have the ability to assess the insurer's policies related to the HIPPA Security Rule. Accordingly, unless otherwise determined by the Security Official, the group health plans shall utilize as administrative guidelines the insurer's own policies addressing security measures for the group health plans' electronic Protected Health Information.

The fully insured group health plans established by the Board shall:

- A. Refrain from taking any retaliatory action against any individual for exercising any right under the plan, filing a complaint with Health and Human Services, participating in any proceeding under Part C of Title XI of the Social Security Act, or opposing any act or practice made unlawful by Privacy Rule provided that the individual has a good faith belief that the practice opposed is unlawful;
- B. Not impose a requirement that participants waive their rights under the Privacy Rule as a condition of the provision of payment, enrollment in a health plan, or eligibility of benefits;



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- C. If the plan document is amended in accordance with the Privacy Rule, the plan must retain a copy of the plan document as amended for six (6) years from the date of its amendment for the date when it last was in effect, whichever is the later;
- D. Provide notification to affected individuals, the Secretary of the U.S. Department of Health and Human Services, and the media (when required), if the plan or one of its business associates discovers a breach of unsecured protected health information, in accordance with the requirements of HIPPA and its implementing regulations.

Fully insured group health plans established by the Board shall not create or receive protected health information, except for the following:

- A. Summary health information is de-identified information that summarizes claims history, claims expenses, or type of claims experienced by health plan participants;
- B. Information on whether an individual is participating in a group health plan, or is enrolled in or has dis-enrolled from a health insurance carrier or HMO offered by the plan;
- C. Information disclosed to the plan under a signed authorization that meets the requirements of the Privacy Rule.

29 C.F.R. Part 1635

42 U.S.C. 2000ff et seq., the Genetic Information Nondiscrimination Act

45 C.F.R. 160.102(a), 164.530 (g), 164.530 (h), 164.530 (j), 164.530 (k), 164.404

45 C.F.R. 164.406, 164.408, 164.502, 164.520(a)

Adopted: November 18, 2003

Revised: January 10, 2017

**PATIENT PROTECTION AND AFFORDABILITY CARE ACT**

The Governing Board acknowledges that the Patient Protection and Affordability Care Act (‘ACA’) imposes certain obligations upon the Educational Service Center. Such obligations include the following:

- A. The Center shall notify new employees of health insurance options available through the Health Insurance Marketplace within fourteen (14) days of an employee’s employment start date.
- B. Employees of the Center have the option to enroll in the Health Insurance Marketplace. If a full-time employee (as defined by ACA) of the Center enrolls in Health Insurance marketplace and receives a subsidy, then the Center may be liable for a penalty.

In the event the Center concludes that it is fiscally-wise to incur the potential penalty in lieu of providing affordable, minimum value coverage to all fulltime employees, the Center shall incur the potential penalty.

29 USC 218b  
26 USC 4980H

Adopted: January 10, 2017

REVISED POLICY - VOL. 32, NO. 2

**SECTION 504/ADA**  
**PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The Governing Board prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aides or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the Educational Service Center's program and/or activities. A reasonable accommodation is not required for an individual who is merely regarded as having a disability.

### **Compliance Officer(s)**

The Board designates the following individual(s) to serve as the Center's 504 Compliance Officer(s)/ADA Coordinator(s) (hereinafter referred to as the "Center Compliance Officer(s)"). [NOTE: School Centers may want to consider appointing both a male and a female Center Compliance Officer in order to provide complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. Additionally, by appointing two (2) Center Compliance Officers, there should always be a Compliance Officer available to investigate a claim that pertains to the other Compliance Officer.] The Compliance Officer shall be the Director of Preschool.

The name(s), title(s), and contact information of this/these individual(s) will be published annually: in the staff handbooks, on the School Center's web site, and on monthly recaps/updates to staff.

The Center Compliance Officer(s) **(is) (are)** responsible for coordinating the Center's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from the Center Compliance Officer(s).

The Center Compliance Officer(s) will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. See below.

### **Training**

The Center Compliance Officer(s) will also oversee the training of employees in the Center so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative guidelines and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

### **Facilities**

No qualified person with a disability will, because the Center's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

## **Policy**

For facilities constructed or altered after June 3, 1977, the Center will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the Center is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

### **Notice**

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the Center's Compliance Officer(s) will be posted throughout the Center, and published in the Center's recruitment statements or general information publications.

### **Complaint Procedures**

If a person believes that s/he has been discriminated against on the basis of his/her disability, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

In accordance with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations ("Section 504"), employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation or misapplication of Section 504. In addition, employees will be notified of their right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

Internal complaints must be put in writing and must identify the specific circumstances or areas of dispute that have given rise to the complaint, and offer possible solutions to the dispute. The complaint must be filed with a Center Compliance Officer within the time limits specified below. The Center's Compliance Officer is available to assist individuals in filing a complaint.

### **Internal Complaint Procedure**

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination based upon disability. This complaint procedure is not available to unsuccessful applicants.

- A. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the Center Compliance Officer.
- B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the Center Compliance Officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the Center Compliance Officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the Center Compliance Officer for good cause.

## **Policy**

- C. The Center Compliance Officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The Center Compliance Officer will provide the complainant with a written disposition of the complaint within ten (10) work days. If no decision is rendered within ten (10) work days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The Center Compliance Officer shall maintain the Center's files and records relating to the complaint.
- D. The Superintendent will, within ten (10) work days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint. The Superintendent will render his/her decision within ten (10) work days of the hearing.

The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

- F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

### **OCR Complaint**

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"). The OCR can be reached at:

U.S. Department of Education  
Office for Civil Rights  
Cleveland Office  
1350 Euclid Avenue  
Suite 325  
Cleveland, Ohio 44115  
(216) 522-4970  
FAX: (216) 522-2573  
TDD: (216) 522-4944  
E-mail: OCR.Cleveland@ed.gov  
Web: <http://www.ed.gov/ocr>

**Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

29 C.F.R. Part 1630

29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended

34 C.F.R. Part 104

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

Adopted: November 8, 2011

Revised: July 17, 2014

**FMLA LEAVE****Qualifying Reasons for FMLA and Military Family Leave**

In accordance with Federal law, the Governing Board shall provide up to twelve (12) work weeks of unpaid FMLA leave in any twelve (12) month period to eligible professional full-time staff members for one of the following reasons:

- A. the birth or care of a newborn child within one (1) year of the child's birth;
- B. the adoption or foster care of a child within one (1) year of the child's arrival;
- C. the care of a spouse, son, daughter, or parent if such individual has a serious health condition;
- D. a serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider (M.D. or D.O.);
- E. any exigency (as defined in applicable Federal regulations) arising out of the fact that the staff member's spouse, son, daughter, or parent is on active duty (or has been notified of impending call or order to active duty) in the Armed Forces in support of a contingency operation.

In addition, an eligible staff member who is a spouse, son, daughter, parent, or next of kin (i.e., the nearest blood relative) or a covered service member shall be entitled to a total of twenty-six (26) weeks of leave during a twelve (12) month period to care for the Service Member (Service Member Leave). Service Member Leave shall only be available during a single twelve (12) month period. Additionally, during the single twelve (12) month period described in this paragraph, an eligible staff member shall be entitled to a combined total of twenty-six (26) work weeks of leave under this paragraph and general FMLA leave described in the preceding paragraph. Nothing in this paragraph shall be construed to limit the availability of general FMLA leave under the preceding paragraph during any other twelve (12) month period. A covered Service Member is defined as (1) a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or is in therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of (5) five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. Serious injury or illness for purposes of Service Member Family Leave is defined as an injury or illness incurred by a covered service member in line of duty on active duty in the Armed Forces (or existed before the beginning of the covered service member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. In the case of a veteran the injury or illness could have manifested itself before or after the member became a veteran.

**Policy****BOARD OF EDUCATION****ADMINISTRATION STAFF**



Professional staff members are "eligible" if they have worked for the Board for at least twelve (12) months and for at least 1,250 hours over the twelve (12) months prior to the leave request. Months and hours that reservists or National Guards would have worked if they had not been called up for military service counts toward the staff member's eligibility for FMLA leave/Service Member Family Leave.

"Twelve-month period" is defined as the twelve-month period measured forward from the date the staff member's first FMLA leave begins (i.e., the "leave year" is specific to each individual staff member).

If the Superintendent and the staff member agree, such leave may be taken intermittently or on a reduced-leave schedule in the event of the birth, adoption, or foster care of a child. A staff member has the right, however, to take intermittent or reduced-leave schedule (half days) when medically necessary to care for a spouse, child, or parent who has a serious health condition, or if the staff member has a serious health condition. In both cases, the taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken. A staff member may also take FMLA leave on an intermittent or reduced-leave schedule for reason (E) above. Finally, Service Member Family Leave may be taken on an intermittent or reduced-leave schedule when medically necessary. Regardless, the taking of such leave results in the total reduction of the twelve (12) or twenty-six (26) weeks only by the amount of leave actually taken. If the intermittent or reduced-leave schedule is foreseeable based on planned medical treatment or the staff member is taking Service Member Family Leave, the Superintendent may require the staff member to transfer temporarily to an available alternative position which better accommodates recurring periods of leave. The alternative position shall have equivalent pay and benefits but not necessarily equivalent duties.

Whenever the leave is necessitated by the serious health condition of the staff member or his/her family member or the leave is taken pursuant to Service Member Family Leave, and is foreseeable based on planned medical treatment, the staff member shall provide the Superintendent with thirty (30) days' notice. If there is insufficient time to provide such notice because of the need for treatment, the staff member shall provide such notice as early as practicable. When a staff member is taking leave because of a "qualifying exigency" (i.e., reason (E) and the leave is foreseeable, whether because the staff member's spouse, son, daughter, or parent is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation) the staff member shall provide such notice to the Superintendent as is reasonable and practicable. When planning medical treatment or taking leave pursuant to Service Member Family Leave, the staff member must consult with the Superintendent and make a reasonable effort to schedule the leave so as not to unduly disrupt the regular operation of the Center, subject to the approval of the health care provider.

The Board shall require or the staff member may request that all accrued paid vacation leave, medical or sick leave, or personal leave be used to substitute for the family leave described in this policy. In cases in which the District employs both the husband and the wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either the husband or the wife.

## **Policy**

**BOARD OF EDUCATION**

**ADMINISTRATION STAFF**

If the staff member has not earned or accrued adequate paid leave to encompass the entire twelve (12) week leave or twenty-six (26) week period of Service Member Family Leave, the additional weeks of leave to obtain the twelve (12) weeks of Family leave or twenty-six (26) weeks of Service Member Family Leave, the staff member is entitled to take the remainder of the leave unpaid. Whenever a staff member uses paid leave in substitution for unpaid FMLA leave/Service Member Family Leave, such leave counts toward the twelve (12) week/twenty-six (26) week maximum leave allowance provided by this policy.

In the case of a health condition of a family member, the Superintendent is directed to obtain medical certification from the physician of the staff member or his/her family member, including:

- A. the date the serious health condition began;
- B. the probable duration;
- C. appropriate medical facts regarding the condition;
- D. a statement that the staff member is needed to care for the family member; and
- E. an estimate of the amount of time needed for such care.

In the event of the staff member's own health condition, a statement from his/her physician will be required which states that the staff member is unable to perform the functions of his/her position. Any leave or return from leave during the last five (5) weeks of an academic term shall be reviewed individually by the Superintendent to ensure minimal disruption to the students' program.

The Board reserves the right to obtain, at its expense, the opinion of a second health provider and, in the event of conflict, the opinion of a third health provider whose decision shall be binding and final.

The staff member shall provide the District with a statement from his/her physician that s/he is able to assume full-time responsibilities for his/her position.

At the end of any leave described in this policy, the Board shall restore the staff member to his/her former position or to one that is equivalent in responsibility and compensation. During a family leave, the Board shall maintain the staff member's current coverage under the District's health insurance program, but the staff member shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.

Should the staff member elect not to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the staff member, the staff member shall reimburse the District for the health insurance premiums paid by the District during the leave period.

A staff member who fraudulently obtains FMLA leave is not protected by this policy's job restoration or maintenance of health benefits provisions.

## **Policy**

The Board may not restore the position of any staff member whose salary is among the highest ten percent (10%) of those paid by the Board when it deems that such staff member's absence from the Center will create a substantial disruption to District operations.

A staff member shall have no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed. If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition that entitles the staff member to leave pursuant to reasons (C) or (D) on page one or Military Caregiver Leave, or for circumstances beyond the control of the staff member, the staff member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period.

A staff member who fraudulently obtains FMLA leave is not protected by this policy's job restoration or maintenance of health benefits provisions.

The Superintendent shall provide a copy of this policy upon the request of a staff member.

Family and Medical Act of 1993

P.L. 103-03 Section 107 stat. 6 (1993)

29 U.S.C. 2601 et seq., 29 C.F.R. part 825, 45 C.F.R., Part 160, 164

Adopted: December 8, 2015

Revised:

**FAMILY LEAVE REQUEST FORM**

**1637/3437/4437 F1**

Name \_\_\_\_\_ Date \_\_\_\_\_

School / Building / Dept. \_\_\_\_\_ Number of days requested \_\_\_\_\_

Date(s) of leave : Beginning \_\_\_\_\_ through \_\_\_\_\_

Type of Family Leave requested (check one)

\_\_\_\_ Serious personal health condition

\_\_\_\_ Serious health condition of a family member

\_\_\_\_ Childbirth

\_\_\_\_ Adoption or foster care of a child

I understand the policy of the Board regarding family leave and agree to abide by its provisions.  
( ) Copy attached.

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINCIPAL / SUPERVISOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUPERINTENDENT'S APPROVAL

\_\_\_\_\_  
DATE

(BEFORE THE SUPERINTENDENT CAN APPROVE THIS REQUEST, FORM 3437 /4437 F2 MUST BE COMPLETED AND RETURNED TO THE SUPT'S OFFICE).

COMMENTS:

**FAMILY LEAVE REQUEST FORM**

Name \_\_\_\_\_

**1637/3437/4437 F2**

**STATEMENT OF THE EMPLOYEE’S HEALTH CARE PROVIDER:**

1. Date health-care began \_\_\_\_\_

2. Probable duration of the condition \_\_\_\_\_

3. Medical facts related to the condition :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The employee named above is needed to care for the indicated family member.

5. The employee will need to provide care for the family member for a period of \_\_\_\_\_

\_\_\_\_\_  
Physician’s Name (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

Consulted \_\_\_\_\_

*(THIS FORM SHALL NOT BE CONSTRUED TO WAIVE THE PHYSICIAN- PATIENT PRIVILEGE).*

**ANTI-HARASSMENT**

**General Policy Statement**

It is the policy of the Governing Board to maintain an education and work environment which is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School Educational Service Center operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against harassment based on sex, race, color, national origin, religion, disability, genetic information or any other unlawful basis, and encourages those within the School Center community as well as third parties, who feel aggrieved to seek assistance to rectify the problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated; the Board will take immediate steps to end the harassment. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

For purposes of this policy, “School Center community” , means students, administrators, teachers, staff, and all other school personnel, including Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

For purposes of this policy, “third parties” include, but are not limited to, guests and/or visitors on School Center property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School Center community at school-related events/activities (whether on or off School Center property).

**Other Violations of the Anti-Harassment Policy**

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating harassment charges comprises part of one’s supervisory duties.

**Definitions**

**Sexual Harassment**

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity;
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual;
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Physical assault.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals.

- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- H. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- J. Inappropriate boundary invasions by a Center employee or other adult member of the School Center community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

**NOTE:** Sexual conduct/relationships with students by Center employees or any other adult member of the School Center community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery" as set forth in Ohio Revised Code 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to Center employees or other adult members of the School Center community.

### **Race/Color Harassment**

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.



**Religious (Creed) Harassment**

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

**National Origin Harassment**

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

**Disability Harassment**

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

**Reports and Complaints of Harassing Conduct**

Members of the School Center community and third parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School Center official so that the Board may address the conduct before it becomes severe, pervasive, or persistent.

Members of the School Center community or third parties who believe they have been unlawfully harassed by another member of the School Center community or a third party are entitled to utilize the Board's complaint process. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

**Policy**

The names and titles of the Anti-Harassment Complaint Coordinators with whom complaints of sexual and other forms of unlawful harassment should be filed are set forth in the administrative guidelines that supplement this policy. The names and titles of these individuals will be published annually in the parent and staff handbooks.

The Superintendent shall establish administrative guidelines describing both a formal and informal process for making a charge of harassment, a process for investigating claims of harassment, and a process for rendering a decision regarding whether the claim of harassment was substantiated. This policy and the administrative guidelines will be readily available to all members of the School Center community and posted in appropriate places throughout the School Center. Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Complaint Coordinators. Thereafter, the Complaint Coordinator must contact the student, if age eighteen (18) or older or the student's parents if under the age eighteen (18), to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Complaint Coordinator or designee to conduct an investigation following all the procedures outlined for a formal complaint.

### **Privacy/Confidentiality**

The School Center will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and its related administrative guidelines shall be maintained as confidential to the extent permitted by law.

### **Informal Process for Addressing Complaints of Harassment**

The administrative guidelines will include an informal complaint process to provide members of the School Center community or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Members of the School Center community or third parties who believe that they have been unlawfully harassed may initiate their complaint through this informal complaint process, but are not required to do so. The administrative guidelines will include as a requirement the prerequisite that the informal process is only available in those circumstances where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in the informal process. Those members of the School Center community or third parties who believe that they have been unlawfully harassed may proceed immediately to the formal complaint process and individuals who seek resolution through the informal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process. However, all complaints of harassment involving a Center employee or any other adult member of the Center community against a student will be formally investigated.

## **Policy**

**Formal Process for Addressing Complaints of Harassment**

The administrative guidelines will also include a formal complaint process. While the formal complaint process may serve as the first step to resolution of a charge of unlawful harassment, it is also available in those circumstances when the informal complaint process fails to satisfactorily resolve a concern. Because of the need for flexibility, no specific time lines are established for initiating the formal complaint process; however, once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within thirty-one (31) calendar days of the complaint being received).

Members of the School Center community or third parties who feel they have been unlawfully harassed should file a formal written complaint with the principal of their school building or with one of the Complaint Coordinators identified in the administrative guidelines. Oral complaints of harassment will be reduced to writing by the individual receiving the complaint and the Complainant will be asked to verify the accuracy of the reported charge by signing the document. Complaints received by a school building principal will be immediately reported to the appropriate Complaint Coordinator identified in the administrative guidelines.

After a complaint is filed, the Complaint Coordinator or designee shall conduct a prompt and timely investigation. The investigation may include interviews of the complainant, the individual accused of engaging in harassing behavior, and any other witness who may reasonably be expected to have information relevant to the situation. All interviewed parties and witnesses will be provided an opportunity to present any evidence that they reasonably believe to be relevant to the situation.

At the conclusion of the investigation the Complaint Coordinator or designee will prepare and deliver to the Superintendent a written report summarizing the evidence gathered during the investigation and providing his/her recommendations regarding whether or not the complaint of unlawful harassment has been substantiated. The written report must be based on the totality of the circumstances involved in the complaint, the nature of the alleged conduct, the context in which the alleged conduct occurred, and the ages and maturity of the individuals involved.

Upon review of the written report the Superintendent will either issue a final decision regarding whether or not the complaint of unlawful harassment was substantiated, or request that further investigation be conducted. A copy of Superintendent's action will be delivered to both the Complainant and the individual accused of the harassing conduct. The decision of the Superintendent shall be final.

The Complainant process set forth in the policy and in the administrative guidelines is not intended to interfere with the rights of a member of the School Center community or a third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Ohio Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School Center community or third party alleging the harassment pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy and administrative guidelines or in such other manner as deemed appropriate by the Board or its designee.

**Policy**

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**Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against unlawful harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law. When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

Where the Board becomes aware that a prior remedial action has been taken against a member of the School Center community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to eliminate such conduct in the future. Criminal Conduct including CHILD Abuse and/or sexual Misconduct/ and allegations involving conduct unbecoming of the teaching profession will be reported to the Ohio Department of Education on forms required in accordance with Policy 8141.

**Education and Training**

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate training to all members of the Center staff related to the implementation of this policy and any of its accompanying administrative guidelines. All training regarding the Board's policy and administrative guidelines, and harassment in general, will be age and content appropriate.

R.C. 4112.02

20 U.S.C. 1681 et seq.,

29 U.S.C. 621 et seq. Age Discrimination in Employment Act of 1967

29 U.S.C. 794, Rehabilitation Act of 1973, as amended

**29 C.F.R. Part 1635,**

29 C.F.R. 6101, the Age Discrimination Act of 1975

42 U.S.C. 12101 et seq. Americans with Disabilities Act of 1990, as amended

42 U.S.C. 2000d et seq. The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

42 U.S.C. 2000e et seq.

42 U.S.C. 2000ff et seq. The Genetic Information Nondiscrimination Act

42 U.S.C. 1983; & National School Boards Association Inquiry & Analysis – May 2008

Adopted: May 19, 2015