

# Licking County Educational Service Center

A Vital Link



Making a Difference  
Together

## 2022-23 Staff Manual

# LICKING COUNTY EDUCATIONAL SERVICE CENTER

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You are now part of an organization that is dedicated to high quality services to its school districts. Welcome aboard to the staff of the Licking County Educational Service Center!

This Staff Manual is designed to be helpful and simple in managing to find important policies when needed for your line of duties. The first part will try to identify what our mission is as an organization, how the chain of command is organized, and how to find policies that will help guide your daily tasks.

Our number one task is to provide the best direct and indirect services for the Educational Opportunities of students and professional & support staff in Licking County. This manual has a lot about details of the organization design and guidelines in day to day operations. You and your Supervisors are the main ingredients to the design of the educational outcomes for your students and staff with whom you work. Good luck and have a great year!

~ Dale Lewellen, Superintendent

## MISSION STATEMENT

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### **Our Vision:**

The LCESC is a vital link for educational services making a difference together for all schools in Licking County.

### **Our Mission:**

To provide leadership and service to meet the individual and collective needs of Licking County schools so that the quality of educational experiences for children is enhanced and improved.

### **Our Beliefs:**

We believe that

- We act as role models and leaders for educational excellence by being well informed, highly skilled, experienced, thoughtful, and sensitive to human relations.
- We promote communications, encouragement, synergy, and cost effectiveness through cooperative and collaborative experiences.
- We foster the strengths of cooperative efforts in the county through cooperative and contracted programs.
- We encourage educational networking to link Licking County Schools with the Ohio Department of Education by facilitating information dissemination, monitoring minimum standards, and implementing services required by the Ohio Revised Code.

## ANNUAL NOTICE

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The LCESC is an Equal Opportunity Employer and has policies to protect such. The Licking County ESC Governing Board has approved appointments of the following for **FY23**:

- **Nondiscrimination & Harassment Compliance Officers: Jason Hankinson 740-349-6095 and Rachel Gerber 740-349-4986**
- **Safety and OSHA Compliance Officer: Dale Lewellen 740-349-6086**
- **ADA/Section 504 Disabilities/Access Compliance: Mason Davis 740-345-3290**
- **Employee Rights under FMLA: Gayl Dillon 740-349-6085**
- **Foster Care Point of Contact: Allison Riley 740-345-3290, ext. 3018**
- **Homeless Liaison: Allison Riley 740-345-3290, ext. 3018**
- **Public Records Designee: Julio Valladares 740-349-6085**

## GENERAL COMMENTS

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This handbook is a brief outline of the policies and procedures in place at the LCESC. Complete and detailed information along with many of the forms and policies mentioned in this handbook can be found on our website at [www.lcesc.org](http://www.lcesc.org) under the pull down tab for staff resources.

Every employee of the LCESC shall be required to confirm acceptance of the A.U.P. as posted through LACA's permission of use annually. In addition, employees will read the policy updates through PublicSchoolWORKS online program periodically.

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## **CONTRACTS AND CALENDARS**

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### **Annual Contract**

It is the Superintendent's responsibility to ensure that all employees have a written employment contract. Contracts shall include the employee's position, the salary, the number of days to be worked, the contract term and other such matters as may be necessary to provide a full and complete understanding of the contract. The Superintendent is authorized to execute employment contracts pending Governing Board approval of such employment.

A teacher, employed under a limited contract and not eligible for consideration for employment under a continuing contract, shall be considered to be reemployed under a limited contract unless the Board, acting on the Superintendent's recommendation, follows the evaluation procedures in Board Policy and gives the teacher written notice of its intention not to reemploy on or before June 1<sup>st</sup>. It shall be presumed that the teacher has accepted such reemployment unless s/he notifies the Board in writing to the contrary on or before June 15<sup>th</sup>!

The sequence of contracts for ESC professional staff (which includes teachers) shall be as follows:

- Initial Contract – one year\*\*
- Second Contract – one year
- Third Contract – one year
- Fourth Contract – two years
- Fifth Contract – three to five years

**The above sequence may be altered at the recommendation of superintendent.**

Teachers on a temporary or conditional certificate shall be renewed **only after certification is renewed** and only at a one-year term, as long as the employee is covered for the position for which they were hired on the temporary or supplemental licensure.

Newly employed staff members will be given a written job description for his or her specific job. If the individual employee's position is specifically for a district need, the job description will indicate such. If the district contract is not renewed, or the district no longer wants the individual in that position, the ESC may need to RIF the individual. Employees must sign a statement signifying receipt of such job description.

### **Previous Experience and Placement on the Salary Schedule**

Your placement on the salary schedule will be based upon your previous work experience that is directly related to the position for which you are applying. Experience must be documented/verified in writing by the previous employer. Final determination of placement will be made by the superintendent.

In instances where recruitment of candidates for specific, professional staff positions are scarce, the Superintendent may offer a signing bonus for the position if the individual agrees to stay in the position for at least two years. The payment will be made at the end of the first year of completion. If the employee with such a bonus decides to leave prior to the exit, the amount of signing bonus shall be prorated to be paid back from the remaining payroll(s). The Superintendent shall inform the Board ahead of making such an offer for the position(s).

In order to insure periodic review of staff needs, the Government Board will review annually the salary schedules for all staff members. The Board will adjust salaries in accordance with the law and at such times as it deems prudent and necessary.

The Superintendent may make arrangements with a participating district to set a salary where the district agrees to employ a specific person in a specific position through the ESC.

Part-time employees, defined as contacts with less than 28 hours per week or a schedule of less than 162 days per year, shall have prorated monetary compensation in an amount equivalent to the portion of time worked whether it is a fraction of a day or a fraction of a year.

The Governing Board shall inform all employees of their salary for the following year by July 1.

### **Pre-Employment Requirements**

The Center is prohibited from inquiring about prior criminal convictions of any applicant on an application form. However, all employees of the LCESC, including substitute employees, must undergo a criminal background check as a condition of employment. Prior to employment, individuals must sign a ***Request for a Criminal History Record Check Form*** and provide a satisfactory criminal records check, both BCI+I and FBI. 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.

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, which shall automatically be accepted by the Board should the record show noncompliance. Falsification of any information on the employment application shall result in disqualification from, or termination of, employment.

All employees who work directly with children in the Early Education Department, must submit a completed ***Physical Examination Form*** by a medical doctor to the department within 30 days of employment.

### **Working Periods**

The Governing Board directs that all employees are obligated to report regularly for the performance of their duties except as approved by the County Superintendent. Absences not approved by the Superintendent, acting under Board policies, shall be considered as unauthorized and no payment of salary shall be made. In addition, unauthorized absence from duty may be considered by the Board as cause for suspension or dismissal of an employee.

#### **Professional Staff:**

The Superintendent shall apply uniformly the following periods for personnel:

- The Licking County ESC teachers are expected to typically match the hours expected at the host site (School Districts, Phoenix Central, Flying Colors) from the time students arrive until they depart from school.
- The expectation for salaried teachers is to commit whatever hours of work are needed to meet the complete required duties of the position.

Teachers shall fulfill the same time schedule as all district teachers, at the facility so assigned and are responsible for the additional days as designated by the Director to meet their 185/190/200/220 day contracts. In addition, professional staff may be available on Saturday mornings and/or week-night evenings on a compensatory or exchange of work hour basis as approved by the Superintendent in advance. Comp time shall not be earned for doing regular planning, record keeping and/or making reports necessary for the position.

Professional staff should clear unusual and necessary deviations from regularly scheduled hours through their Supervisor and the Superintendent!

### **Classified Staff:**

The periods of work required for the non-teaching staff shall be clearly specified to insure the smooth operation of the county district.

The Governing Board reserves the right to specify the working hours for non-teaching staff members. The Superintendent shall apply the following working periods for non-teaching classified employees.

- Secretarial-Clerical Office employees who work full-time are typically scheduled eight (8) hours per day, five (5) days per week, July 1 to June 30. Office staff shall report for work when schools are closed for inclement weather or calamity days, unless they are informed otherwise by the Superintendent.
- Educational Aides are expected to typically match their host worksite (Phoenix Central, Flying Colors and host School District MD Classrooms) upon the arrival of students whom they are responsible for until the time students depart each day.

Full-time employees will be scheduled according to the Governing Board's yearly adopted calendar, unless the placement site is at a local school facility in which case, they will follow their calendar.

A year long, full-time aide's contract will not be longer than 190 days, unless by supplemental contract. A full-time aide's work schedule will be defined at a minimum of a thirty-five (35) hour work week to qualify for full-time benefits, but they are expected to work the normal hours for their host school sites as mentioned above, unless some of the 190 days are scheduled over the summer. Aides with contracts between 121 and 190 days will be allowed a proportional amount of Board paid benefits.

## **Work Calendar**

Prior to the beginning of a contract year, each employee will receive a work calendar from their direct Supervisor. The work calendar is organized by month and contains the following information:

- Name, position, contract beginning date, contract ending date
- First day of service, last day of service
- Listed monthly – number of work days, dates of holidays, non-scheduled days, pay dates
- The total number of work days should correspond to the number of work days specified in your contract

Should you have any questions concerning your work calendar, please contact your Supervisor immediately.

## **Holidays**

Licking County ESC employees will have the following paid holidays, provided each employee accrued earnings on his next preceding and his next following scheduled workdays before and after such holiday/non-scheduled workday or the employee was properly excused from attendance at work on either or both of those days:

- 220-240 day **certified** employees and 190-240 day **classified** employees will have the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day;
- 220-240 day **certified** and **classified** employees will have the following holiday: Juneteenth (if their contract year extends beyond the scheduled holiday)
- All twelve-month (248-260 day) **certified and classified** employees will have the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, Juneteenth and the Fourth of July. In addition, the Superintendent will determine any non-scheduled days on the employee's yearly work calendar.

If a holiday falls on a Saturday, the employee will be off on the preceding Friday. If the holiday falls on a Sunday, the employee will be off the following Monday.

Staff members who are assigned to a school district and are not 12-month employees will follow the school district's holiday calendar.

### **School Closings, Delays and Early Dismissals**

Central Office staff should report to work unless contacted by the Superintendent or his designee. Early Education and Phoenix Central staff will follow procedures as instructed by their Supervisors and employees who work in classrooms located at district sites will follow the district closing procedures unless notified otherwise by their immediate Supervisor.

## **BENEFITS**

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The Governing Board realizes the concern of its professional and classified staff for the availability of those protective and personally advantageous benefits beyond an individual's basic salary. It is the Board's desire to make available or provide, within the limits of the law and sound fiscal management, those which are beneficial to the staff members and the Educational Service Center.

Part-time employees (less than 28 hours per week or scheduled less than a 162-day contract) will not be offered medical benefits. Employees on a 162-day contract shall be offered prorated per diem share of benefits.

Full-time retired and rehired employees working more than 162 days per year shall qualify for medical insurance.

### **Group Life Insurance**

The Governing Board realizes the concern of its staff for the availability of those protective and personally advantageous benefits beyond an individual's basic salary. It is the Board's desire to make available or provide, within the limits of law and sound fiscal management, those which are beneficial to the staff members and the Educational Service Center.

The Governing Board shall provide, at Board expense, term life insurance for all regular full-time employees working at least 20 or more hours per week and other employees who work a minimum of 120 (or more) days as provided in their employment contract. A new employee shall have coverage effective the first of the month following their start date, unless the start date is the first of the month.

**Class 1: All eligible employees - \$50,000.00**

### **Group Health Plans**

The Governing Board 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.

## Group Health Insurance

The Governing Board shall provide major medical, dental and prescription insurance for qualifying employees who authorize coverage for such option in writing according to the shared premium structure as follows, **effective September 1, 2016** the employee’s share shall be collected the month in advance of effective date/or it can double the employee’s share for one month if the effective date for the health insurance starts with employment date.

	<b>Board Share</b>	<b>Employee Share</b>
<b><u>Plan A (HSA)</u></b>		
Employee	90%	10%
Family	80%	20%
<b><u>Plan B (Step Up)</u></b>		
Employee	80%	20%
Family	65%	35%
<b><u>Plan C (Economy)</u></b>		
Employee	85%	15%
Family	75%	25%
<b><u>Dental Plan</u></b>		
Employee	85%	15%
Family	70%	30%

## Tuition Reimbursement for College Credit – Classified Staff

Any **classified** employee, who earns college credit from an approved college with prior approval from the Superintendent and presents evidence that such course work has been satisfactorily completed, shall be paid at the rate of one hundred and twenty-five dollars (\$125) per semester hours, seventy-five (\$75) per quarter hour (contingent on remaining funds in the pool each year); but under no circumstances will such employee be reimbursed more than the actual cost for tuition.

Part-time employees shall be pro-rated the above reimbursement per credit. An individual may be approved to participate (by the Superintendent) after hire date but before actual employment but is subject to provisions of forfeiture if leaving employment before the first year is completed. Such individual shall not be reimbursed before his/her first payroll receipt.

Reimbursement will be made for courses which fall into one or more of the following categories:

- Courses which are directly related to the employee’s assignment
- Courses which relate to any certification listed on the individual’s certificate
- Other course work specifically approved by the Superintendent

The employee must receive a grade of “B” or better, and/or if a pass/fail course, receive a passing grade to be eligible for reimbursement.

Reimbursement is limited to six (6) semester or nine (9) quarter hours per year. The Superintendent must approve the request for reimbursement before the course is taken. The provisions will govern reimbursement for courses for any classified employee who has to maintain certification/licensure to continue his/her job requirements.

Course work will be reimbursed in the next check run following treasurer's receipt of a copy of grade/transcript and proof of payment for the course.

An employee who does not return to the district for the whole following year shall reimburse the Board for any tuition reimbursement which s/he has received for courses taken. Repayment can either be by payment to the Board or pay reduction from remaining pays. If there is a pay reduction, there will be a \$3.00 service fee for doing so per pay period requested.

The maximum obligation of the Board for tuition reimbursement each year (July 1 thru June 30) for classified employees shall not exceed \$4,000.00. Reimbursement up to this maximum shall be on a first-come, first-served basis as determined by the date the request for reimbursement is submitted to the Superintendent on appropriate ***Tuition Reimbursement Form***.

### **Tuition Reimbursement for College Credit – Certified Staff**

Any **full-time certificated employee, teacher, administrator, treasurer or tutor** who earns college credit or contact hours from an approved college or university in an area of education as approved by the Superintendent in advance of taking the course and who presents evidence that such course work has been satisfactorily completed, shall be paid at the rate of one hundred and twenty-five dollars (\$125) per semester hour, seventy-five dollars (\$75) per quarter hour (contingent on remaining funds in the pool each year); but under no circumstances will such employee be reimbursed more than the actual cost for tuition for the course. (One semester hour is equivalent to thirty (30) contact hours).

Part-time employees shall be prorated the above reimbursement per credit. An individual may be approved to participate (by the Superintendent) after hire date but before actual employment but is subject to provisions of forfeiture if leaving employment before the first year is completed. Such individual shall not be reimbursed before his/her first payroll receipt. This revision shall be effective from **July 1, 2015**.

Reimbursement will be made for courses which meet at least one or more of the following categories:

- Courses which are directly related to the employee's assignment
- Courses which relate to any certification listed on the individual's certificate
- Courses in the field of education approved on the employee IPDP
- Courses which deal with that teacher's area of extracurricular employment
- Other course work specifically approved by the Superintendent

The employee must receive a grade of "B" or better, and/or if a pass/fail course, receive a passing grade to be eligible for reimbursement.

Reimbursement is limited to six (6) semester or nine (9) quarter hours per year. The Superintendent must approve the request for reimbursement before the course is taken. The provisions will govern reimbursement for courses for any classified employee who has to maintain certification/licensure to continue his/her job requirements.

The Superintendent may make arrangements, on a very limited basis, to select a teacher, or administrator, to complete coursework for a certification endorsement that is needed for the organization to advertise or sell those services. Such professional development shall be paid back to the LCESC through final payroll(s) if the individual leaves the employment of the ESC within the next five years of such paid professional development.

Course work will be reimbursed following treasurer's receipt of grades and proof of payment to the college. An employee who does not return to the district for the whole following year shall reimburse the Board for any tuition reimbursement which s/he has received for courses taken. Repayment can either be by payment to the Board or pay reduction from remaining pays. If there is a pay reduction, there will be a \$3.00 service fee for doing so per pay period requested.

The maximum obligation of the Board for tuition reimbursement each year (July 1 thru June 30) for certified employees shall not exceed \$20,000.00. Reimbursement up to this maximum shall be on a first-come, first-served basis as determined by the date the request for reimbursement is submitted to the Superintendent on an appropriate ***Tuition Reimbursement Form***.

# PROFESSIONAL RESPONSIBILITIES AND PROCEDURES

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## Importance of Staff Attendance

All Staff are expected to arrive on time to their worksite and not leave prior to the end of the regularly scheduled work day.

Related Service, Administrative, Office and District hired staff members are required to inform the Central Office by calling **740-349-6088** when they are unable to report for the work day. Please leave a message on the answering machine which includes your name, the date/s of absence, the reason for the absence and what type of leave you will be using. Upon returning to work, you must complete a leave request through the Kiosk.

Early Education and School Age Programming Instructional staff are required to report absences through the central sub caller. Calls to the sub caller must be made no later than 6:00 a.m. on the date of absence. The phone number to reach the sub caller is **740-334-9129**. You have the option to text or call. Advance notifications of dates a substitute will be made can be sent via email to [subcentral@lickingvalley.k12.oh.us](mailto:subcentral@lickingvalley.k12.oh.us). (*See Sub Caller Procedures below*)

Failure to report and/or document your absence through the Kiosk may result in disciplinary action up to and including docking your pay if the leave request is not completed within 10 days. If repeated in a later month, it could be used as grounds for non-renewal, or suspension of contract.

Please remember that consistency of instruction is an important element that significantly impacts the success and progress of our students. It is your expertise that provides students educational benefits each and every day that you are present in the classroom. Attendance plays a large part in determining your success for evaluations and decisions on Reductions in Force each year.

With this in mind, we would like to remind you that your continued evaluation of how and when you use leave time is deeply appreciated. We encourage you to continue to use your sick leave wisely by taking only partial days for appointments and/or scheduling them outside of work hours whenever possible. Students depend on your daily presence for their success as much as your co-workers depend on you for support. Obviously there are unavoidable situations that require extended family or sick leave time such as births, surgeries, or serious illness. Such use of your accumulated sick leave is not a concern – these circumstances are exactly why your accumulated sick time is there and available for use.

## Sub Caller Procedures

As stated above, Early Education and School Age Programming Instructional staff are required to report absences through the central sub caller. As soon as you know you will be absent, you will need to contact our substitute caller, **Carol Patterson** at **740-334-9129**. If you know in advance of the date that you need a substitute, please submit such request through e/mail at [subcentral@lickingvalley.k12.oh.us](mailto:subcentral@lickingvalley.k12.oh.us) and do not call another attendance reporting number. The following procedures regarding calling off should be followed:

- On the recording, leave your name, work location, position (teacher, aide), the type of leave you are requesting and how long you anticipate being away from work.
- If possible, make your call before 9:00 p.m. the evening prior to your absence.
- Please call prior to 6:00 a.m. if calling the morning of your absence. Message will be check first thing in the morning.
- Upon returning to work, you must complete and send a leave request through the Kiosk online system which automatically sends the request to your Supervisor.

For leaves you are prearranging such as personal, professional and/or compensatory time, within 48 hours of the leave date:

- Contact your Supervisor for approval.
- Call **740-334-9129** to request a substitute providing the information listed above.
- Complete your leave request on the Kiosk system and note on the request that you have called to arrange for a substitute.
- If for any reason you need to cancel a pre-arranged leave, you will be responsible for canceling the sub.

Failure to report and/or document your absence through the Kiosk may result in disciplinary action up to and including docking your pay if the leave request is not completed within 10 days. If repeated in a later month, it could be used as grounds for non-renewal, or suspension of contract.

Please be considerate and communicate the fact that you will be absent to the other members of your instructional team. Related service staff providing services to school age classrooms will be responsible for notifying those classrooms of their absence. If a substitute does not report with 15 minutes of starting time, contact your Supervisor.

### **Jury Duty**

Should a staff member be called for jury duty, s/he shall notify the Superintendent in advance of such leave request.

Staff members serving jury duty will not be penalized in any way for doing so as long as a reasonable advance notice has been given. Once the employee on jury duty turns the endorsed check from the court in to the school treasurer, within fifteen (15) days of return from jury duty, the employee will receive full pay. This compensation must be paid regardless of whether the employee is paid on an hourly, per diem or salary basis.

While on jury duty, staff members are required to report to the office daily their schedule for the following day and must report to work when excused for one (1) day or more or suffer loss of pay.

Staff members must submit to their Treasurer a record from the courts of the number of days served.

### **Dress and Grooming**

Staff members are expected to adhere to the dress code of the building/school district in which they are assigned. In general, however staff members should:

- Be physically clean, neat and well groomed;
- Dress in a manner consistent with their professional responsibilities;
- Dress in a manner that communicates to students a pride in personal appearance;
- Dress in a manner that does not cause damage to district property;
- Be groomed in a way that hairstyle does not disrupt the educational process nor cause a health or safety hazard.

### **Use of Tobacco by Staff – Smoke Free Workplace**

Employees of the LCESC are prohibited from using tobacco in school and county buildings, or in building space leased by the county, on school busses, and at any school-related event. For the purposes of this policy, “use of tobacco” means the use of tobacco, including a cigar, cigarette, pipe, snuff, or any other substances that contain tobacco and remain smoke free.

## **Drug-Free Workplace**

The LCESC strictly enforces the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Campuses Act of 1989. All employees are expected to abide by the provisions of both acts. These provisions are federal law and are therefore mandatory for our workplace. The workplace includes the offices of the LCESC and any location in which LCESC personnel are performing the work of this office. All employees will be asked to acknowledge that they have read and agree to abide by the Drug-Free policy.

Unlawful manufacturing, distributing, dispensing, possessing or using any controlled substance in the workplace will be viewed as inappropriate behavior and absolutely prohibited. Unlawful possession, use, or distribution of illicit drugs and/or alcohol in the workplace is strictly prohibited. Controlled substances include, but are not limited to narcotics, marijuana, stimulants, depressants, hallucinogens, designer drugs, look-a-likes, and/or any other unlawful drugs.

Any employee convicted of criminal drug statute violation which occurs in this workplace must inform the Superintendent in writing no later than five days after conviction. The LCESC, in turn, must notify the federal government or an applicable regulatory agency within 10 working days of learning of this conviction.

When any employee is convicted of a criminal drug statute violation, which occurred in this workplace, the LCESC must impose disciplinary actions consistent with its personnel policy and/or require rehabilitation. However, the LCESC is not obligated to provide, pay for, or offer rehabilitation. The disciplinary action may include termination of employment.

## **Threatening Behavior and Sexual Harassment**

The Governing Board recognizes that a staff members have the right to work in an environment untainted by sexual or other forms of harassment or discrimination. Offensive conduct which has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, discriminatory, or offensive educational environment disrupts the educational process and impedes the legitimate pedagogical concerns of the Educational Service Center.

Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal or physical contacts of a sexual nature whenever submission to such conduct is made a condition of employment or a basis for an employment decision. Other prohibited conduct includes that which has the purpose of creating an intimidating, hostile, discriminatory, or offensive educational environment on the basis of gender, religion, race, color, ethnicity, age and/or disability.

The harassment of a staff member or student of this ESC is strictly forbidden. Any certified or classified staff member or agent of the Board who is found to have harassed a staff member, student, or other employee of the district will be subject to discipline and/or consideration for filing charges against such individual.

NOTE: 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.

The Superintendent shall establish administrative guidelines, which address the conduct prohibited by this policy, and describe a reporting procedure. The Superintendent shall ensure that the policy and administrative guidelines are available to all classified staff members and are posted in appropriate places throughout the District.

## **Conflict of Interest – Private Practice**

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 judgement on the part of all employees.

- A. 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.
- B. 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:
  1. the provision of any private lessons or services for a fee;
  2. 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;
  3. 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;
  4. 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.
- C. 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 instructional materials from the center for private practice.

The Superintendent shall approve exceptions to this policy before an employee begins entering into any private relationship of question.

## **Confidentiality**

Confidentiality is the basis for all personal relationships and it involves trust, respect and confidence. In our educational programs, it is a must! Please read these guidelines.

- Last name of a student should never be used outside of the school setting to anyone.
- The school district or address of a student is not to be given to anyone other than school personnel.
- No one should know the "educational status" of the student; for example: disabled, typical, at risk, etc.
- The family status or any other personal information regarding a student is not to be discussed with anyone; for example: foster student, divorce situations, welfare or income status, etc. A student should only be discussed if it pertains to the student's educational performance. *\*Any information shared between staff is strictly confidential.*
- Students should not be discussed with other parents of students in your class. Do not give out the last name of a student to a person who is not employed within the programs of the LCESC. Any questions or concerns regarding a student should be addressed to the teacher.
- When asking about a student or announcing a student over the public address system use first name and only the last name's initial.

- If a parent calls, writes a note, or comes to school and has questions or concerns about a student that cannot be addressed by that student’s teacher, contact your direct Supervisor or the Director. Please do not give out any information to the parent unless previously arranged by the teacher and assistant.
- If any individual calls the school and asks whether a student attends the school or wants to verify information about the student, do not provide information. It is best to say, “I cannot confirm or deny that the child is a student at our school. If you wish to come to the school and provide documentation as to who you are and the need to know, we will be happy to assist you. I hope you appreciate our need to protect the confidentiality/privacy of our families.”

***Information discussed between a teacher and aide or other personnel regarding a specific student is strictly confidential.***

Students enrolled under evaluation fall under these confidentiality rules and individual students are not to be discussed with any person outside the program especially in regards to:

- All medical information
- Personal information of the student or parents
- The determination outcome of a student
- Issues or incidents, which occur in the classroom or during evaluation in regards to a student

You are not to discuss any information to a parent that calls in and asks questions regarding the particular student, unless, the parent can provide documentation that he/she has **full custody** of the student. There needs to be a **signed and dated** letter from the custodial parent saying that any information can be released to the non-custodial parent.

If a non-custodial parent shows up at the classroom, you need to say to the parent, “I cannot allow you to enter the classroom and release any information to you regarding this student. You will need to contact your spouse concerning authorization to speak with you.”

Any information pertaining to individuals or families enrolled in any component of the Licking County Educational Service Center is considered private and shall remain confidential. In addition, the information will only be released with the written permission of his or her guardian, or the parent of the child. His or her guardian, or parent of the child may revoke permission for the release of information at any given time. Strict adherence to this policy is necessary in order to preserve individual rights under the Family Educational Records Privacy Act (FERPA) and the Individuals with Disabilities Education Improvement Act (IDEA). Failure to honor this policy could result in immediate dismissal of duties as well as possible legal action.

**Mandated Reporting of Child Abuse**

The State of Ohio requires the reporting of any suspected child abuse and/or mistreatment to the Children Service agency of the local law enforcement in your county. Mandated reporters include:

- |                |                                       |
|----------------|---------------------------------------|
| Dentists       | Social Workers                        |
| Nurses         | Children Services Staff               |
| Psychologists  | School Personnel                      |
| Day Care Staff | Any person giving spiritual treatment |

Mandated reporters who fail to report suspected maltreatment may be charged with a fourth degree misdemeanor. You can file reports anonymously. If you choose to do so, document the date and time of the call, the name of the person to whom you spoke and a brief description of the information you provided. This can be placed with the actual report if your attempt to report is called into question.

In September 1996, an amendment to the Ohio Revised Code Abuse Reporting Law (O.R.C.2151.421) required mandated reporters to personally make the abuse/neglect report to the applicable county children service's or law enforcement agency. In other words, it is unlawful for a mandated reporter to ask another person to make the report for them.

### Cellular Phones

Licking County ESC owned cellular phones may be issued to the following staff members:

- Administrators
- Teachers
- School Psychologists
- Custodial/Maintenance Staff

The phones are to be used primarily for:

- Emergency situations
- Communicating with the administration, other staff members, or parents concerning classroom, school, or ESC or local districts activities
- These phones shall be collected and stored for the summer from individuals who have completed their 185, 200 and/or 220-day contract term until they return for duty at the start of next school year

Telephones are not to be used:

- To transact personal business or non-school-related business during class time/work hours
- During classroom time unless it is for an emergency or is an integral part of a learning activity
- By students at any time unless specifically authorized by the teacher or Supervisor for school related purposes only
- For long distance personal calls

**Classroom staff members should not be using personal cell phones during student time.** Personal cell phones should be turned off and stored during this time.

### Mileage Reimbursement

**Job-Related Expenses** - The LCESC may provide for the payment of the actual and necessary expenses, including travel expenses of any professional staff member of the district incurred in the course of performing services for the district, whether within or outside the district under the direction of and in accordance with administrative guidelines. The validity of expenses shall be determined by the Superintendent and have proper receipt documentation. Receipts must be attached to the appropriate form when submitted. Mileage forms should be turned in for reimbursement during the first week of the following month to your Supervisor. **Reimbursement checks are not processed until the amount of reimbursement equals or exceeds \$20.00.**

#### **Guidelines for Reimbursable Mileage Costs:**

- All mileage between the first and last worksite is reimbursable. If the first and/or last worksite is farther than the distance from the employee's home to the office, the excess of that distance from the employee's home to the office is reimbursable. *Forms* are available at [www.lcesc.org](http://www.lcesc.org) under the staff resources.
- Mileage shall be reimbursed at a rate determined annually. The mileage reimbursement rate will be equal to the current Federal IRS prescribed mileage rate.
- Travel shall be by the most direct and economical route.

## Purchase Orders

Whenever you need to request an item or service to be purchased on behalf of your program, please pay close/strict attention to the following extractions from the ESC policies.

- Complete requisition (formal documented request) for impending and/or possible purchase is to be submitted **prior** to purchase, **never** after the fact.
- The key word(s) are to be complete and accurate – supply all information requested on **Requisition Form** including all addresses, and sign your name on ‘**requested by**’ line. (save a copy for your records)
- Send original **Requisition Form** to your Supervisor to continue processing.
- Once the **Requisition Form** has been properly signed and approved, it moves to the Department Administrative Assistant for processing.
- The **Purchase Order** will be processed by the Treasurer’s Office.
- When the materials or service has been properly rendered to you, the requestor, you must forward the approved packing slip and/or receipt to the Treasurer’s office. You must sign, date, and return the slip within 3 workdays of receiving the item(s). Notation must be made of any shortages, back orders, or damages.

**Purchase Orders** may be used to purchase items only by the person indicated on the Purchase Order. When you are completing the requisition for a purchase order, please indicate by name the person who will be using the purchase order to obtain the merchandise or service. Once the treasurer’s office receives completed and proper information, it is then legal for payment to be made to the vendor. At this point the equipment, furniture, etc. becomes a **Fixed Asset**.

Please Note: No item, service, etc. can be requested of a vendor prior to completion of the proper forms/procedures with the intent of the Educational Service Center paying. If the aforementioned steps are not properly pursued, you may be legally responsible for payment.

## Fixed Assets

- **Fixed Asset Disposition Form** – is to be used for the disposal of materials. Several methods of disposal are listed on the form. It is imperative that the form be completed prior to the legal disposal of any fixed asset. You are not allowed to dispose of unwanted materials without completing this form and following *procedures*.
- **Fixed Asset Acquisition Form** – the only time a teacher fills this form out is in the event that someone donated materials or furniture to their class.
- **Fixed Asset Relocation Form** – This form must be completed when furniture or equipment is moved. The original should be directed to the treasurer’s office.
- **Fixed Asset on Loan Form** – this form is completed and filed only after the approval of your Supervisor. This form has been used on several occasions for the summer housing of computers. All information must be recorded on the top portion of the form. The **out** section is completed in the presence of your Supervisor and returned to the treasurer’s office. When returning an item, procure the original form from the treasurer’s office. The **in** portion is to be completed upon the return of this item to the classroom in a timely fashion and a Supervisors signature is needed for this form.

**Note:** Keep a copy for your records before sending the original to the treasurer’s office.

## **PROCEDURES FOR LEAVE REQUESTS AND TYPES OF LEAVE**

All classified staff members not otherwise covered by the terms of a negotiated, collective-bargained agreement of this County District shall be entitled to the leave benefits which are not less than those provided to professional staff.

### **Leave Requests**

An absence request through the online Kiosk system should be used for all absences that are not compensatory leave requests. Types of leave include Professional, Personal, Sick and Vacation. A Professional Leave request should be completed for any meeting outside of your normal routine. Leave requested through the Kiosk can be made in no less than a one-quarter (.25) day increment.

### **Professional Leave**

All requests to attend professional meetings shall be made at least three days in advance of the meeting, using the leave request through the online Kiosk. Determination of appropriateness and authority to grant permission for attendance at the meeting will rest with the Superintendent. The number of staff attending the same meeting will be determined by the financial status of the office, as well as the availability of substitutes.

Permission to attend professional meetings outside of the State of Ohio shall be submitted to the Governing Board for approval. Not more than three employees from the general fund per year may attend out of state conferences. Approval from the Board needs to take place at a regularly scheduled meeting at least two months prior to the professional meeting. Please keep this in mind when considering processing time for registration.

### **Sick Leave**

The Governing Board recognizes its duty to provide paid sick leave to regular fulltime employees of this Center. All regular fulltime 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 (1.25) per month. Unused sick leave shall be cumulative up to 200 days. Substitute employees shall not earn, accumulate, or use sick leave. In accordance with policies regarding personal leave, employees who have any unused personal days by June 30 of each year shall have the unused personal leave converted to sick leave and added to their sick leave accumulation. Such conversion will be for no less than a one-quarter (.25) day.

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. This 200-day accumulation may be used for sick leave usage during the employment at the LCESC.

New employees shall be credited with up to five (5) days of sick leave in advance, which shall be part of, but not in excess of, the days that can be accumulated for the contract year.

As set forth in policy, at the time of retirement, one-fourth of unused accumulated sick leave will be reimbursed.

**Use of Sick Leave** – Sick leave may be used for the following purposes and must have the approval of the Superintendent:

- For absence of the employee due to personal illness, injury, including any disabling condition caused by pregnancy, or exposure to a contagious disease which could be communicated to other employees or to student.
- For absence of the employee due to illness or injury of someone in the employee's immediate family. In this section the employee's immediate family is defined as the employee's parent, spouse, or child. Any legal dependent living in the employee's household may be considered immediate family. Any employee

may use a maximum of thirty (30) days of sick leave for this purpose during any one-contract calendar year. In the event circumstances may warrant consideration for additional days for this purpose, the circumstances shall be reviewed with the Superintendent. The Superintendent shall be authorized to grant up to fifteen (15) additional days for this purpose if in his/her judgement the circumstances should so justify. If additional time is required, a non-paid medical leave of absence may be requested.

- For absence due to death in the immediate family of an employee. In this section the immediate family of an employee is defined as the employee's parents, spouse, child, sibling, grandparent, aunt, uncle, in-laws bearing any of these relationships or any dependent living in the employee's household (as defined in 2 above). An employee may use a maximum of three (3) days of sick leave for this purpose during any one-contract year. In the event circumstances may warrant considerations for additional days for this purpose, the circumstances shall be reviewed with the Superintendent. The Superintendent shall be authorized to grant additional days for this purpose if in his/her judgement the circumstances should so justify.

**Portion of a Day** – Absences for a portion of the day shall be deducted as follows:

- Absences up to one-quarter (.25) day shall result in a one-quarter (.25) day deduction;
- Absences more than one-quarter (.25) and up to one-half (.50) day shall result in a one-half (.50) day deduction;
- Absences more than one-half (.50) and up to up to three-quarters (.75) day shall result in a three-quarters (.75) day deduction;
- Absences more than three-quarters (.75) and up to up to one (1.00) day shall result in a one (1.00) day deduction;

**Verification of Sick Leave** – The employee is required to notify his/her immediate Supervisor as soon as possible after becoming aware of the need to use sick leave.

The Superintendent is authorized to make exceptions to these rules depending upon the circumstances the employee submits for consideration of the exception.

The fulltime employee shall complete the Kiosk request for approval for sick leave no later than the second workday after returning to work from sick leave. No sick leave payment shall be made unless the online form is submitted. Falsification of any information shall constitute grounds for the termination of the employee's contract. If the absence is not reported properly on the Kiosk within ten (10) days following the return to work, the employee shall be docked for that/those days on the next pay date.

If medical attention was required, the employee may be required to state the name and address of the attending physician. The administration may require a signed physician's statement justifying the use of sick leave, or may make other reasonable regulations in order to carry out its duty to ensure compliance with this article and with applicable statutes.

While an employee is on approved paid sick leave on a scheduled work day, the employee is not to be working at another job outside of the LCESC for his/her normal working hours.

Employees must be in attendance of scheduled work days or be in an authorized leave status.

Substitutes who are scheduled to work the fulltime equivalent of less than one hundred and twenty (120) days per school year, or persons who are employed by the Board on an as needed basis, seasonal, or intermittent basis, are not eligible for paid sick leave. An exception is made for new, part-time employees whose cost is fully funded by one district and the funding district takes full responsibility for evaluation and supervision of the funded employee, hence forth referred to as "Direct Hires", sick leave accrual may be awarded. This benefit will be granted only at the request of the funding district and upon final approval of the Licking County ESC

Superintendent. The funding district must agree to pay all costs associated with sick leave accrual including substitute costs and any severance costs upon retirement.

### Personal Leave

Fulltime employees may be permitted three (3) days of non-cumulative personal leave each school year. Such leave shall be with pay and shall not be deducted from sick leave.

Personal leave days are subject to the following conditions:

- Leave request shall be completed through the Kiosk system at least 24 hours in advance of the absence, except in the event of an emergency.
- Personal leave shall not normally be approved for two consecutive days or for the work day immediately preceding or following a holiday, extended holiday period or non-scheduled day.
- Personal leave shall not normally be approved in combination with sick leave, vacation days or comp time use.
- Personal leave shall not be used for leave which would otherwise be covered by sick leave unless sick leave has been exhausted.
- The number of persons granted personal leave for any one day will be limited to the needs of the county office as determined by the Superintendent.
- Personal leave may not be used in less than one-quarter (.25) day increments.
- Personal leave shall be prorated for employees that either resign or retire from their position during the contract year or are employed after the normal start date of the position.
- Personal leave shall not be used during the last two (2) weeks of school, the last week before winter break, nor for required in-service meetings at opening of school year or end of school year workday.

The Superintendent is authorized to make exceptions to these rules depending upon the circumstances the employee submits for consideration of the exception.

Employees who have any unused personal days by June 30 of each year shall have the unused personal leave converted to sick leave and added to their sick leave accumulation. Such conversion will be for no less than one-quarter (.25) day.

Employees must be in attendance on scheduled work days or be in an authorized leave status. If the absence is not reported properly on the Kiosk with ten (10) days following the return to work, the employee shall be docked for that/those days on the next pay date.

### Vacation Leave

Twelve-month (248-260 day) employees are provided with vacation days within the contractual year. The number of vacation days granted per year is related to the number of years of service.

<b>Twelve-month (248-260 day) Certified and Classified Employees</b>			
<b>Years of Service</b>	<b>Days of Vacation</b>	<b>Per Quarter</b>	<b>Maximum Accrual</b>
0-5	10	2.50	12.50
6-10	15	3.75	18.75
11-20	20	5.00	25.00
21-29	23	5.75	28.75
30+	25	6.25	31.25

Years of service for twelve-month **certified** employees refers to teaching and/or administrative service. Years of service for twelve-month **classified** employees refers to years of service to the Licking County Governing Board,

in chartered, public or private schools, including colleges and universities, or in a similar capacity to another organization. In determining years of service, the decision of the Superintendent is final.

Vacation days will be earned on a quarterly (three month) basis and twelve-month employees may begin to use accrued vacation days following the first quarter of employment for the Licking County Governing Board.

All requests for use of vacation days must be pre-approved by the Supervisor and Superintendent. Employees should generally request vacation days during periods when the school district in which they are assigned is not in session (summer, winter and spring break – etc.). Vacation days are not to be planned for the beginning and ending weeks of the school year and during opening and closing staff in-service days.

Twelve-month certified employees and classified employees may accumulate and carry forward a maximum number of vacation days that is not greater than that which can be earned for five quarters. Any vacation time in excess of that amount, not taken by the end of the quarter, is forfeited. Employees may opt, however, to receive, at the end of a quarter, pay at the current daily rate of pay for up to three (3) vacation days (the employee's number of vacation days is then reduced by the number of days the employee received payment for). Vacation days must be used or reimbursed in at least one-quarter (.25) day increments.

Upon termination of employment, twelve month certified employees would be provided a lump-sum payment for accumulated vacation time with a maximum accumulation amount not to exceed that which can be earned for five quarters. Lump-sum payments are limited to the amount of vacation time the employee has accumulated at the time of the termination.

### **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. Expected office hours are generally from 8:00 a.m. to 4:00 p.m., except when building hours differ as in the case of classrooms being hosted by a district, or at Flying Colors or Phoenix. Administrative guidelines for staff are posted below.

#### **Compensatory Time - Administrative/Teaching Staff**

Administrators and Teachers of the Licking County ESC 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 to be earned as comp time for professional staff members working a 185/190/200/220-day calendar. Professional staff with 248 to 260 day contacts do not qualify for this compensatory time. The Governing Board honors compensatory time when approved in advance by the immediate Supervisor awaiting final approval of the Superintendent.

#### **Guidelines:**

- Compensatory time will be requested only in half and full hour amounts. The request for compensatory time will be made via an approved ***Compensatory Time Sheet*** and must have prior approval of the immediate Supervisor awaiting final approval of the Superintendent. (Last minute emergency needs can be addressed by phone with written requests to follow as soon as possible.)
- 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 is scheduled in advance.
- Compensatory time is encouraged to be used by January 15<sup>th</sup> for hours earned in the first semester and those hours earned in the second semester need to be used not later than June 30<sup>th</sup> at the fiscal year's end. If the comp time is not used within those guidelines, it shall be lost.

- Compensatory time **shall not** be earned for doing regular planning, record keeping or making reports that are expected of the duties of the position.
- Compensatory time may be used with the approval of the immediate Supervisor and may not conflict with the successful completion of job responsibilities. Final approval of all compensatory time to be earned and used shall rest with the Superintendent.

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

### **Compensatory Time - Classified Staff**

On occasion classified employees might be expected to work beyond regularly scheduled hours. The Governing Board honors compensatory time when approved in advance by the administrator in charge.

#### Guidelines:

- Compensatory time will be requested only in half and full hour amounts. The request for compensatory time will be made via an approved *Compensatory Time Sheet* and must have prior approval of the immediate Supervisor awaiting final approval of the Superintendent.
- Compensatory time for classified staff is earned by:
  - Employees who meet minimum hours for benefits at the rate of:
    - one (1) hour for each hour worked for employees whose regular contract week is less than forty (40) hours and actually worked up to 40 hours;
    - and at the rate of one and one-half (1 ½) hours for each hour worked in excess of 40 hours.
- 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 is scheduled in advance.
- Compensatory time is encouraged to be used by January 15<sup>th</sup> for hours earned in the first semester and those hours earned in the second semester need to be used not later than June 30<sup>th</sup> at the fiscal year's end. If the comp time is not used within those guidelines, it shall be lost.
- Compensatory time may be used with the approval of the immediate Supervisor and may not conflict with the successful completion of job responsibilities. Final approval of all compensatory time to be earned and used shall rest with the Superintendent.
- Compensatory time earned through required work specifically requested by your Supervisor beyond 40 hours may be converted to pay with Superintendent approval, whereby the immediate Supervisor presents support for such request. This may require a performance audit of the position in question to determine why the functions of the job cannot be managed during such assignment times; and where alternative solutions may be required first, i.e., use of flex time, adjusting workload or work schedule, or both before asking to pay for any extra time.

### **Unpaid Leave Request**

A fulltime employee with five (5) years of service in the Licking County ESC may, with Governing Board approval, be granted an unpaid leave of absence. An employee shall not be paid salary, wages, or board-paid fringe benefits while on an unpaid leave of absence. A written application shall be made to the Superintendent stating the purpose of the leave, the approximate beginning and ending dates of the requested leave, and a signed statement regarding the need for or desirability of said leave.

The following conditions shall apply to any leave granted under this policy:

- Unpaid leave shall normally be in school-year blocks or semester blocks.
- Employees on an unpaid leave of absence may continue to receive Board provided insurance benefits by paying the Board's share of the cost.

- Requests for leave must be submitted at least ninety (90) calendar days in advance. The Superintendent may waive this requirement in unusual circumstances.
- Any use of a leave of absence for a purpose other than that stated in the approved application may be grounds for the termination of the employee's contract.
- The individual employment contract of any employee on an unpaid leave of absence shall continue to run during the period of such leave, and shall therefore be subject to renewal, non-renewal or suspension as otherwise provided by law.
- An unpaid leave of absence requested for the purpose of the employee's illness or disability shall be granted for a period not to exceed one (1) year.
- Time spent on an approved leave of absence shall not count towards seniority. Time spent on an approved leave of absence shall not be counted toward salary schedule increments or retirement. An approved leave of absence shall not be considered an interruption of continuous service for the purpose of determining seniority.
- Upon the expiration of the leave, the employee shall assume the contract status held at the time the leave was granted, including any modification of that status arising out of item (5) above in a similar position.

All requests for unpaid leaves of absence by staff members shall be presented to the Governing Board for approval.

Any staff member granted a leave of absence by the Board shall be considered to have terminated all work with the County School District until the completion of the leave. Exceptions may be made by the Superintendent in cases where the best interest of the County District might be served.

### **Child Care Leave**

An unpaid leave of absence requested for the purpose of child care will not be approved for any period that begins prior to the employee's completion of five (5) years of employment at the Licking County Educational Service Center.

For purposes of child care leave, the advance request requirement shall be interpreted to require an advance notice of at least ninety (90) calendar days. The Superintendent may waive this requirement in unusual circumstances.

The maximum length of a leave of absence granted for the purpose of child care leave shall be four (4) school semesters. An employee may not return from a child care leave of absence except at the beginning of a school semester, unless special permission is granted in writing by the Superintendent.

If all requirements of the unpaid leave request are met, the employee's request for an unpaid leave of absence for the purpose of child care will be granted unless there is a reason, involving the continuity or quality of the educational program, which is deemed by the Governing Board to be sufficient to deny the leave request.

### **Family Leave of Absence**

In accordance with Federal law, the Governing Board shall provide up to 12 work weeks of unpaid FMLA leave in any twelve (12) month period to eligible staff members for any one of these 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 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 members 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. 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 five (5) 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 while 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.

Staff members are eligible if they have worked for the Board for at least 12 (12) months and for at least 1,240 hours over the twelve (12) months prior to the leave request. Months and hours that reservists or National Guard members would have worked if they had not been called up for military service count toward the staff member's eligibility for FMLA Leave/Service Member Family Leave.

"Twelve (12) 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 and Family Medical 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 alternate 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.

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:

- The date the serious health condition began;
- The probable duration;
- Appropriate medical facts regarding the condition;
- A statement that the staff member is needed to care for the family member; and
- 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.

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 a serious health condition that entitles the staff member to leave pursuant to reasons (C) and (D) as listed above 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.

### **Military Service**

The Board of Education recognizes that military service rendered by a professional staff member in the defense of our country or in maintaining preparedness is a service benefiting all citizens.

Any newly employed teacher placed on the salary guide shall be credited with one (1) year of district service for each year of military service to a maximum of five (5) years.

The Board reserves the right to specify certain conditions for the granting of military leave or training leaves of absence. Employees that are members of the armed forces and on a "Mobility Roster" will be granted military leave as follows:

Requests may be made by those professional staff members who are members of the State Guard, National Guard, Naval Militia, U.S. Army Reserve, U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Marine Corp. Reserve, and other organizations affiliated with the reserve or on an order by the Governor of Ohio. Any professional staff member on such leave shall receive compensation in accordance with law during the period of leave and shall accrue seniority status during the period of his/her leave.

All professional staff members shall make every effort to schedule his/her period of training when school is not in session.

If training occurs during a school session, the professional staff member shall provide the Superintendent with the name of his/her Supervisor in the reserves or the militia so that arrangements may be discussed to alter such service date.

Employees who choose to enlist in the armed forces while employed are exempt from military leave during basic or advanced training. Once reaching reserve status, employees are eligible for military leave if called to active duty.

All other military leave absences are covered by Ohio Revised Code.

### **Unrequested Leave of Absence**

It is the policy of the Governing Board to protect students and employees from the effects of professional staff members unable to perform their duties.

The Board, through the Superintendent, may place a staff member on unrequested leave of absence for physical or mental disability when the staff member is unable to perform assigned duties in conformance with his or her job description.

In the case of a staff member who, in the opinion of the Superintendent, is unable to function properly by reason of physical or mental condition, the staff member will be offered the opportunity for a hearing.

If the staff member fails to comply with the Superintendent's recommendation or fails to request an appearance before the Board within the time allowed, the Board will order the staff member to submit to an appropriate examination by a physician designated and compensated by the Board.

If the physician designated by the Board disagrees with a physician designated by the staff member, the two physicians will agree in good faith on a third impartial physician who will examine the staff member and whose medical opinion will be conclusive and binding on the issue of the physical and mental capacity of the staff member to perform his or her assigned duties. The expenses of a third examination will be paid for by the Board. If as a result of the examination, the staff member is found to be unable to perform assigned duties, the staff member will be placed on unpaid involuntary leave of absence until proof of recovery, satisfactory to the Superintendent, is furnished or for a period not to exceed one year.

# CERTIFICATION & PROFESSIONAL DEVELOPMENT

## Annual Professional Development Goals

Each year all LCESC classified staff are required to create professional development goals. These goals should be related to improving job related skills or knowledge. The goals need to be put into written form on the **LCESC Annual Employee Goals Form**. This form is updated each year by the Superintendent and posted to the website for supervisory staff to access.

According to the **LCESC Evaluation Document: Timeline and Procedures for Evaluation** the following are important dates relating to the development of annual professional goals:

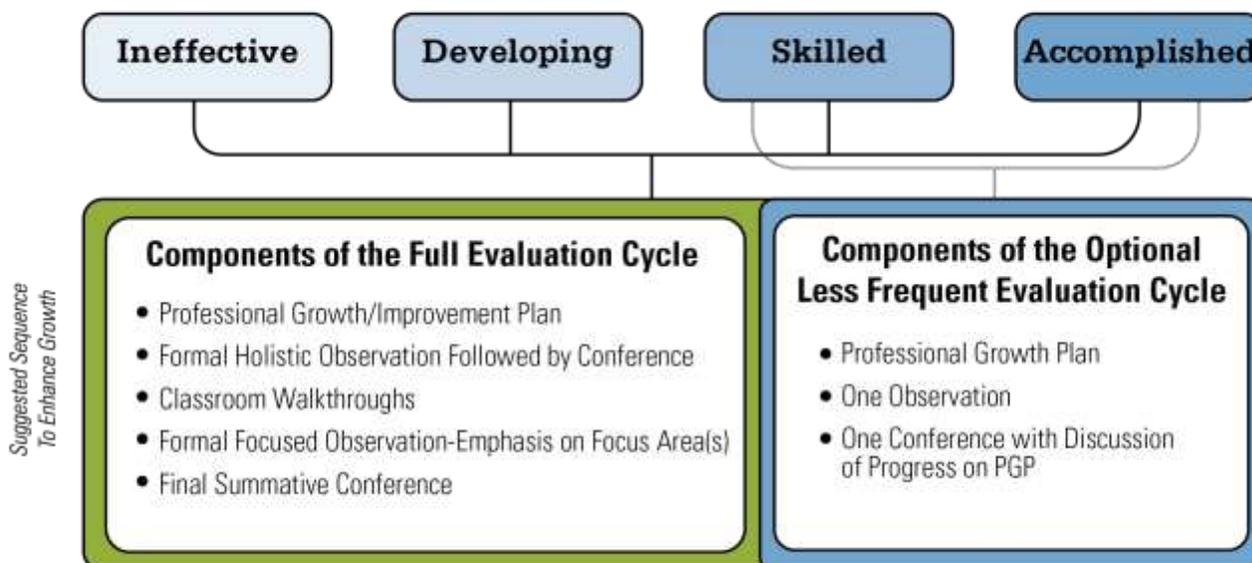
- September 30            Pre-conference (individual or group) with evaluator
- September 30            Establish annual goals with evaluator approval

Once established, staff may choose to add professional development goals at any time during the contract period. Additionally, supervisors may add to staff annual professional goals at any time during the contract period.

## Ohio Teacher Evaluation System (OTES 2.0)

The State Board of Education values the importance of promoting educator professional growth that leads to improved instructional performance and student learning. OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher’s instructional strengths, while supporting identified areas for improvement according to the profile of each educator. This process is to be collaborative, ongoing and supportive of the professional growth of the teacher.

Each teacher will be evaluated according to Ohio Revised Code and the Ohio Teacher Evaluation Framework, which is aligned with the Ohio Standards for the Teaching Profession adopted under state law. Using multiple factors set forth in the Framework, the teacher’s Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric.



## **Essential Components**

Essential components of the full evaluation consist of a Professional Growth Plan or Improvement Plan, two required conferences, two formal observations of at least 30 minutes each and at least two classroom walkthroughs. See details below:

- One Formal Holistic Observation, followed by a conference;
- Walkthroughs – *with an emphasis on identified focus area(s) when applicable*;
- One Formal Focused Observation – *with an emphasis on identified focus area(s)*; and
- One Summative Conference.

## **Professional Growth and Improvement Plans**

Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be:

- Based upon the results of the evaluation; and
- Aligned to any existing school district or building improvement plan.

The local board of education may elect to evaluate less frequently each teacher rated **Accomplished** on the teacher's most recent evaluation once every three years, provided the teacher submits a self-directed Professional Growth Plan to the evaluator, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less recent evaluations must include one observation and one conference. Teachers with rating of **Accomplished** may choose their credentialed evaluator for the evaluation cycles.

The local board of education may evaluate less frequently each teacher rated **Skilled** on the teacher's most recent evaluation once every two years, provided the teacher and evaluator jointly develop a Professional Growth Plan for the teacher, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with rating of **Skilled** may have input on the selection of their credentialed evaluator for the evaluation cycle.

A teacher with a Final Holistic Rating of **Developing** will develop a Professional Growth Plan that is guided by the assigned credentialed evaluator.

A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

## **High-Quality Student Data to Inform Instruction and Enhance Practice**

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.

It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

**The high-quality of student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:**

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

**AND the teacher must use the data generated from the high-quality student data instrument by:**

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
- Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

### **Additional Requirements**

Teachers must be provided with a written report of the results of their evaluation.

Additionally, at the local level, the board of education will include in its evaluation policy procedures for using the evaluation results for retention and promotion decisions, except when deciding between teachers who have comparable evaluations.

The local board of education will provide for the allocation of financial resources to support professional development for all teachers. The local board of education will also ensure that poorly performing teachers are provided with professional development to accelerate and continue teacher growth.

**Administrators will follow OPES procedures.**

### **Professional Development**

All LCESC staff are encouraged to seek professional development opportunities that will assist them in meeting professional development goals. These opportunities might include but are not limited to professional workshops, seminars, and college coursework. A staff member wishing to participate in a professional development activity during their scheduled work hours must fill out a leave request through the online Kiosk system. The form indicates the date, purpose, location, and estimated cost of registration, mileage, lodging, meals and parking. Any registration form required should be attached to the leave request document. Request for professional leave must be approved first by the immediate Supervisor and also the Superintendent and Treasurer. The process may take up to two weeks or longer. It is recommended that staff turn in these requests approximately one month in advance of the workshop or seminar date. Additionally, if the workshop or seminar will take place out-of-state, the request must be pre-approved by the LCESC Governing Board at least two months prior the professional development meeting. Please note, the Governing Board meets monthly.

## 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.

The Licking County ESC encourages the best continued growth possible for its teachers and administrators through a well-planned program of professional development which:

- Is based on identified needs and clear goals;
- Is designed with significant involvement of teachers and administrators;
- Is utilizing a wide range of resources;
- Is carefully evaluated;
- 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 in-service 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 trainings for continued employment for any support programs shall be made available through website postings and email.

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

### Early Education Department Required Trainings for Classified Staff

*Educational/Building Aides, Custodial/Maintenance Workers, Child Care Coordinators, Associate Teachers*

The Ohio Department of Education's *Rules for Preschool Programs*, 3301-37-04 letter (N) states: Unless the preschool staff member or Director holds an associate or higher degree in child development or early childhood education from an accredited college, university, or technical college, a pre-kindergarten associate certificate or license endorsement, the preschool staff member and Director shall annually complete in-service training of fifteen hours until a total of forty-five hours has been completed. Preschool staff members who have met the forty-five hour in-service requirement shall thereafter complete ten annual clock hours of in-service.

In-service training will be in one or more of the following areas:

- Child development or early child education
- Child abuse recognition and prevention
- First aide; and/or
- Prevention, recognition and management of communicable diseases

The Ohio Department of Education's *Rules for Preschool Programs*, 3301-37-04 letter (P) states: Preschool staff members licensed by the department shall complete ten annual clock hours which may be part of the professional development plan in accordance with Chapter 3301-24 of the Administrative Code. Annual completion refers to the school year, from July first to June thirtieth.

Should there be a cost associated with the training; the employee will assume the cost, as it is essential to their employment to obtain the training. Some required training might be provided by the Educational Service Center during regular work hours. If the employee cannot or does not participate in the offered training when scheduled,

the employee will be responsible for obtaining the required training at his/her own expense. Further the employee cannot use work time or earn compensatory time for the make-up training time.

Failure to comply with the requirements may be grounds for disciplinary action or dismissal.

### **Early Education Department Required Trainings for Certified Staff** *General Education and Special Education Preschool Teachers*

The Ohio Department of Education's *Rules for Preschool Programs*, 3301-37-04 letter (M) states: Preschool staff members who do not have an associate or higher degree in child development or early childhood education from an accredited college, university, or technical college, a pre-kindergarten associate certificate or license issued by the state board of education, or a pre-kindergarten teaching certificate or endorsement, the preschool staff member and Director shall annually complete in-service training of fifteen hours until a total of forty-five hours has been completed. Preschool staff members who have met the forty-five hour in-service requirement shall thereafter complete ten annual clock hours of in-service.

In-service training will be in one or more of the following areas:

- Child development or early child education
- Child abuse recognition and prevention
- First aide; and/or
- Prevention, recognition and management of communicable diseases

Since it is vital to the operation of our preschool for staff to obtain these skills and trainings, the preschool will attempt to offer each of the above mentioned trainings during each school year. These trainings will be scheduled during working hours. Should there be a cost for the training, this cost will be assumed by the employee as it is essential to their employment to obtain the training. An effort will be made to offer low or no cost trainings.

Should the employee choose not to/or cannot participate in the school arranged training, the employee is still responsible for obtaining the training. There are community resources that can be utilized at the employee's expense and on the employee's time. Since the training is offered yearly during work time, no compensatory time will be awarded for attending training outside the school. Failure to comply with the requirements may be grounds for disciplinary action or dismissal.

### **MD Department Required Trainings for Educational Aides**

The federal *No Child Left Behind Act* (NCLB) which took effect in 2002 requires that all Title I schools and programs have qualified instructional staff including paraprofessionals who have instructional duties in targeted assistance Title I Programs or in school wide Title I buildings.

In order to be highly qualified, paraprofessionals must meet one of the three criteria:

- Complete at least two years of study at an institution of higher education (defined as 48 semester or 72 quarter hours as verified by a college transcript from an accredited institution of higher education);
- Obtain an associate (or higher) degree from an accredited institution of higher education (defined as an associate degree program from an accredited institution) and/or
- Meet a rigorous standard of quality and demonstrate, through a formal State or local academic assessment – (i) knowledge of, and the ability to assist in instructing reading, writing, and mathematics; of (ii) knowledge of, and the ability to assist in readiness for reading, writing and mathematics.

Since it is vital to the operation of our classrooms in the local Title I districts that the paraprofessional staff be aligned with NCLB, the MD program will provide staff with information and opportunity to obtain their HQT-ESEA verification for the paraprofessional certificate. Should there be a cost to obtain the training/testing, an

effort will be made to offer low or no cost training/testing. Course work taken will be reimbursed based on Board policy.

Any staff who currently can verify HQT status via one of the three criteria, will be grandfathered in as having HQT status but must have this status added to their paraprofessional certification at their expense and verified to the ESC upon their certification's next renewal date.

Any staff that needs to pursue HQT status via one of the three criteria will be given until the end of the school year to complete the training requirement and have HQT status added to their certificate.

### **Certification Renewal**

Each staff member is responsible for maintaining his/her certificate/license/permit. Failure to do so is grounds for termination. It is not the responsibility of the ESC to remind staff members of pending expiration dates! All renewals are to be submitted prior to the expiration date of your current certificate/license/permit and will be done online through the Ohio Department of Education website.

**Professional staff members** will be required to work with the ESC Local Professional Development Committee (LPDC) unless you are licensed by another State of Ohio entity (Speech Board, Physical Therapy Board, etc.) or hold a permanent license. The first step is to submit your Individual Professional Development Plan (IPDP) through the online Kiosk. Contact hours and CEU's are to be earned and submitted (through the Kiosk) only after you have an approved IPDP. Information regarding the LPDC can be found on our website [www.lcesc.org](http://www.lcesc.org) under staff resources.

## **DISCIPLINE AND COMPLAINT PROCEDURES**

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### **Staff Discipline**

The Board retains the right and responsibility to manage the work force. When the discipline of a staff member becomes necessary, such action shall be in proportion to the employee's offense or misconduct, consistent with appropriate procedural and substantive due process and State law. All matters that could involve discharge from the Center must be dealt with in accordance with R.C.3319.16.

The Superintendent will file a report with the Ohio Department of Education, in accordance with policy and State law, concerning the professional member's pleading guilty to or conviction of certain specified crimes and/or where it is reasonably determined that the professional staff member has engaged in conduct which is unbecoming the teaching profession under certain specific circumstances as defined therein.

### **Mandatory Reporting of Misconduct by All Employees**

The Governing Board recognizes its responsibility to effectively address employee misconduct and, where determined appropriate, to provide a measured disciplinary response consistent with due process. In addition, with respect to licensed professional staff members (defined as employees who hold an educators license or certification with the Ohio Department of Education (ODE) including the Treasurer, Business Manager, educational aides with a permit and paraprofessionals with a license from ODE, individuals holding a one (1) year conditional teaching permit and those individuals who do not hold a valid educator's license but who are employed under a Pupil Activity Permit), matters of misconduct including conviction of certain crimes enumerated by law and/or conduct which is unbecoming to the teaching professions, will be reported by the Superintendent to the Ohio Department of Education.

Conduct unbecoming to the teaching profession is defined to mean:

- Crimes or misconduct involving minors;
- Crimes or misconduct involving school children;
- Crimes or misconduct involving academic fraud;
- Crimes or misconduct involving the school community;
- Making, or causing to be made, any false or misleading statement or concealing a material fact in obtaining the issuance or renewal of any educator licensing documents;
- The violation of the terms and conditions of a consent agreement with the State Board of Education;
- A plea of guilty to or a finding of guilt or conviction upon any offense enumerated under ORC 3319.39.

### **Reporting Professional Misconduct**

The Governing Board and/or Superintendent will file a report to the Ohio Department of Education on forms provided for that purpose, on matters of misconduct on the part of licensed professional staff members, under any of the following circumstances:

- When the Superintendent obtains knowledge that a professional staff member had plead guilty, has been found guilty, or has been convicted of a crime specified in ORC 3319.31(B)(2) or 3319.39(B)(1) including but not limited to any felony, any misdemeanor sex offense, any offense of violence, any theft offense, and any drug offense that is not a minor misdemeanor;
- When the Governing Board has initiated termination or non-renewal proceedings against a professional staff member who is reasonably believed to have committed an act that is unbecoming to the teaching profession;
- When the professional staff member has resigned under threat of termination or non-renewal for any reason set forth in the first two bullet points above;

- When the professional staff member has resigned during the course of an investigation of alleged misconduct, which is reasonably believed to be unbecoming to the teaching profession.

Reports of any investigation regarding whether or not a professional staff member has committed an act of offense for which the Governing Board is required to make a report to the Ohio Department of Education, as set forth above, 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.

Additionally, effective May 4, 2012, the State of Ohio has established a reporting system whereby public employees can file complaints of fraud or misuse of public funds by public offices or officials. Complaints can be made using any of the following methods:

- Mail a written complaint to:  
Ohio Auditor of State's Office  
Special Investigation Unit  
88 East Broad Street  
Columbus, OH 43215
- Report a complaint online by going to [www.FraudOHIO.com](http://www.FraudOHIO.com) and click on "Report Fraud online"
- Report a complaint by telephone by calling 1-866-FRAUD-OH (866-372-8364)

### **Classified Staff - Disciplinary Actions**

In the event of an infraction of district rules by a classified, nonteaching employee, it shall be the policy of the Governing Board to apply the statutes of the state, these policies and the regulations of the district with equal consideration to each employee.

The Board reserves the right within the law to impose penalties for disciplinary reasons. However, where an employee fails or refuses to perform contracted work without acceptable reason, the Superintendent may deduct without further authorizations, wages reasonably related to the time not worked.

In the event that it is necessary to take disciplinary action against an employee, a notice in ordinary and concise language shall be sent to the employee specifying:

- The specific acts and omissions upon which the disciplinary action is based.
- A statement of the cause for the action taken.
- A quotation of the rule or regulation which it is claimed the employee violated.
- A date when the employee may be heard if he so wishes.
- The penalty that may be suffered as a result of the employee's acts or omissions.
- Rules for the administrative hearing, including the right to offer evidence and cross examine witnesses.

The Board authorizes the Superintendent to suspend a classified, nonteaching employee without pay for five or less working days. Longer suspensions require Board ratification.

### **Discipline Procedures**

In order for the Educational Service Center staff to have a consistent and fair disciplinary procedure, the following policy and guidelines have been adopted. These steps are designed to be corrective rather than punitive. With the exception of unacceptable conduct, in which case more serious disciplinary action up to and including dismissal or termination may be recommended immediately, any employee whose employment is terminated will have gone through the following steps:

- **STEP 1**  
Verbal Warning – This is a verbal discussion in which the teacher or Supervisor has a face-to-face conference with the employee to discuss his/her work performance, or conduct, and what needs to be corrected. A note about this discussion will be placed in the employee’s file.
- **STEP 2**  
Written Warning – If there is little or no improvement after the verbal warning, or if other more serious infractions occur, the next step is a written warning. The teacher or Supervisor completes a report in the employee’s presence covering the issues that need to be corrected. The staff member has the right to read and discuss the report and comment in writing. A higher-level Supervisor may be present.
- **STEP 3**  
Second Written Warning – Notice with Suspension – If there is little or no progress made after a reasonable time has elapsed after the first written warning, or if other more serious actions occur again, the next step is a second written warning. The teacher or Supervisor completes a report in the staff member’s presence covering the issues that need to be corrected. In addition to the written warning, a suspension of three days without pay shall be issued by the Superintendent to the employee. The employee has the right to read and discuss the report and comment in writing.
- **STEP 4**  
Termination – After step 3, if there is no marked improvement, or other more serious infractions occur or the same infractions occur again, the discipline, up to and including discharge, may be recommended to the Superintendent for a hearing of termination/and/or further discipline.
- **STEP 5**  
Following the hearing, the Governing Board authorizes the Superintendent to initiate a suspension without pay pending action by the Board. The Superintendent shall make a recommendation to the Governing Board for action to suspend and/or terminate the employment of such staff member for violations(s) of Board Policy/Procedures/Guidelines/Job Description or other reasonable directives requested of such employee and/or for good and just cause.

Contracts may be terminated by a majority vote of the Board. Such contracts can only be terminated for violation of written rules and regulations as set forth by the Board or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, and/or nonfeasance. In addition to the right of a Board to terminate the contract of an employee, the Board may suspend an employee for a definite period of time. The action of the Board to suspend or terminate must be served on the employee by certified mail. Within ten days following receipt of such notice by the employee, the employee may file an appeal, in writing, to the common pleas court within the county in which the employing school district is located. After hearing the appeal, the common pleas court may affirm, disaffirm, or modify the action of the Board.

Steps 1, 2, and 3 should be followed consecutively if the incidents requiring these steps fall within a span of one contract year. The Superintendent’s hearing, Step 4, will follow notification to the employee that there are grounds being considered for suspension and/or termination. A representative of the employee’s choice may be present at such hearing, as well as the Board being represented by its counsel. At Step 5, the employee will be informed through certified mail in writing of pending action by the Governing Board at its next regular meeting. The employee has the right to be heard in private prior to the Board’s taking action to dismiss.

An employee who has acted in a manner to cause serious safety or threat to the well-being of other employees and/or students, and/or has been involved with a criminal act that could cause loss of certification, and/or the

Superintendent has determined that other serious violation(s) have occurred, then the suspension and termination process can be moved immediately to Step 4 and then to the Board at Step 5 for final approval.

## **Concerns and Complaints**

It is in all LCESC employee's best interest to solve problems as quickly as possible. In view of this, the Governing Board has developed a procedure designed to open channels of communication to allow staff members to express their concerns and complaints to the appropriate levels of authority. A concern about a working condition should be expressed on an informal level by an employee to his or her immediate Supervisor. A complaint is the formal acknowledgement of perceived misinterpretation or misapplication of any provisions of the rules, orders, regulations and established by policy. The complaint/concern procedure involves three levels.

### **Level One**

- The employee puts into writing his or her concern or complaint and schedules a meeting with his or her immediate Supervisor to discuss and resolve the issue informally. The written complaint and meeting should occur within 20 days of the staff member's complaint or concern.
- If the staff member is not satisfied with the disposition of the concern or complaint discussed at the initial meeting, he or she may file a written complaint with his or her Supervisor within 10 days of the initial meeting. A copy of this written complaint is also given to the Superintendent. The Supervisor evaluates the complaint and communicates in writing to the employee and Superintendent his or her decision regarding the complaint.

### **Level Two**

- A staff member may appeal the decision of the Supervisor to the Superintendent within 10 days of receipt of the written decision. The appeal shall include a copy of the decision and the grounds for appeal.
- The Superintendent will schedule a hearing within 10 days of receiving the appeal. The employee and any administrator who has previously been involved in the complaint will be given written notice of the time and place of the hearing at least five days prior to the hearing.
- The Superintendent will provide the employee and any administrator who has previously been involved in the complaint his or her written decision, including supporting reasons, within five days of hearing the appeal.

### **Level Three**

- If the action taken by the Superintendent does not resolve the complaint to the satisfaction of the employee, the employee may appeal in writing to the Governing Board. The notice of appeal is sent to the Superintendent and a copy is filed with the President of the Governing Board. The Superintendent places the matter on the agenda for the next regular meeting of the Governing Board. The employee has the right to be represented at the meeting by counsel. The administration may also have representation at the Board meeting.
- The Governing Board will act upon the appeal at that meeting. The Governing Board's act shall be based upon the recommendation of the Superintendent and the arguments presented by or on behalf of the employee. Copies of the final action and supporting reasons will be sent to the employee, Superintendent, and Supervisor.

Additional procedures to consider in the resolution of complaints and concerns are as follows:

- Time limits may only be extended by mutual agreement of all parties concerned.
- The administration and employee will cooperate in the investigation of any work related complaints and both parties will furnish each other with such information, as it is necessary for the processing of any complaint.
- Complaints should be processed after the regular workday has ended or at other times which do not interfere with assigned duties.

## 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 operation 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 procedures.

### Matters Regarding a Professional Staff Member

- **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 reasonable explanation or take appropriate action with 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 a formal *Complaint Form* and submit it to the *Second Level* if not satisfied with the results or explanation.

- **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.
- **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:
  - The specific nature of the complaint and a brief statement of the facts giving rise to it;
  - The respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
  - The action which the complainant wishes taken and the reasons why it is felt that such action be taken.
  - Should the matter be resolved in conference with the Superintendent, the Board shall be advised of the resolution.
- **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 materials 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 Professional Staff Member*" shall be followed.

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

In the case of a classified staff member, the general procedure specified in "*Matters Regarding Professional Staff Member*" shall be followed.

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

If the request, suggestions, 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 Professional Staff Member*".

### **Matters Regarding the Educational Program**

If the request, suggestions, 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 Professional Staff Member*".

Ohio House Bill 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:

- Mail a written complaint to:  
Ohio Auditor of State's Office  
Special Investigations Unit  
88 East Broad Street  
Columbus, OH 43215
- Report a complaint online to [www.auditor.state.oh.us/fraudcenter](http://www.auditor.state.oh.us/fraudcenter), or
- Report a complaint by calling 1-866-FRAUD-OH (866-372-8364)

## **RISK REDUCTION**

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### **Safety**

Safety is our first priority! While education and quality are our core business value, we will not compromise safety for their sake. We will maintain a safety and health program conforming to the best standards and practices of the Ohio Educational Service Centers and Ohio Schools.

**Safety is everyone's responsibility!** Management accepts responsibility for providing a safe working environment and employees are expected to take responsibility for performing work in accordance with safe standards and practices. Safety and health in our Educational Service Center must be a part of every operation. Without questions, it is every employee's responsibility at all levels.

All employees will be expected to take online courses to maintain as high a level of safety preparedness as possible through PublicSchoolWORKS programs as relayed to each employee by work classification via e/emails.

### **Hepatitis B Immunizations**

The Governing Board is interested in the continued good health and well-being of the staff. The Licking County ESC will provide fulltime employees who are at high risk of Hepatitis B infections the opportunity to receive Hepatitis-B immunizations at no cost to the employee if a selected provider is used or with reimbursement, not to exceed the rate of selected provider, if employee chooses another provider.

Employees at high-risk of Hepatitis B infections may waive the right to the cost-free immunization by completing a ***Waiver Form***. Employees who had previously waived their right to the cost free immunization and who wish to participate in the program may do so by requesting such in writing to the county Superintendent.

The LCESC will arrange for the initial administration of these immunizations for high risk employees. Following the initial administration of these immunizations, future high risk employees will be responsible to schedule their own immunizations and inform the county superintendent for record-keeping purposes.

### **Infectious Disease/Universal Precautions**

It is quite possible that during the course of your work within one of the classrooms operated by the ESC, you may come into contact with blood and/or other bodily fluids resulting in an increased susceptibility to infectious diseases. As a matter of course, each individual employee is expected to be aware of the importance of universal precautions and blood borne pathogens (yearly training is required); hand washing after contact with blood, bodily fluids, and the need to use gloves, after using the restroom, prior to food preparation, etc.; wearing of gloves during procedures when in contact with blood or bodily fluids (i.e., diaper changing, cleanup of blood spills and/or vomit).

### **Student Exposure to Blood-Borne Pathogens**

The Licking County ESC seeks to provide a safe environment for students and take appropriate measures to protect students who may be exposed to blood-borne pathogens and other potentially-infectious materials while in the school setting. While the risk of exposure may be low, students must assume that all body fluids are potentially infectious and take precautions to follow universal precautions.

To reduce the risk of student exposure, the Superintendent shall implement administrative guidelines and procedures reviewed and updated each year in LCESC Student Handbooks that include:

- Identifying potential situations;

- Requiring proper staff training in the universal precautions against student and staff exposure including appropriate protective supplies and equipment;
- Establishing procedures for the reporting, evaluations and follow-up to any incidents of student exposure;
- Providing record keeping for all of the above.

Please refer to *Blood-Borne Pathogen Control Plan* found below.

## **Blood-Borne Pathogen Control Plan**

The Licking County ESC has established a control plan to address possible exposure to blood-borne pathogens and infectious materials.

### **Exposure Determination**

Staff members in the following job classifications have responsibilities for which they could reasonably anticipate exposure to blood and other potentially-infectious materials.

- School Nurses
- Custodians
- Teachers and Aides who work directly with students
- Staff members who have been assigned to provide first aid

### **Inoculation**

Each of the staff members in the above-named categories shall be offered free vaccination with the Hepatitis B vaccine after initial training and within ten (10) days after reporting for duty at the start of the school year, or when employed.

If the staff member declines, s/he shall complete a *Waiver Form* which shall be placed in the staff member's confidential file.

If the staff member chooses to be vaccinated, s/he shall sign a *Consent Form* and report the selected vaccine provider or provide vaccination documentation from their personal family practitioner.

### **Precautions**

A plan should be developed to identify the likely situations where staff members could be exposed, to describe how such situations can be minimized and outline the ways in which exposure will be managed. Each staff member should be trained in these procedures when employed and at the beginning of each school year. The instructor should be knowledgeable in regards to blood-borne pathogens and other potentially-infectious materials.

### **Post-exposure Evaluation and Follow-up (Staff)**

Whenever a staff member has contact with blood or other potentially-infectious material, s/he shall immediately contact their Supervisor and complete an *Incident Form*.

If it was a student who caused the exposure, the parent/s are to be contacted promptly to obtain permission for the testing of the student's blood for Hepatitis B and HIV viruses either in cooperation with their personal physician or a health service provider selected by the District.

The exposed staff member of the student is to be informed of the test results, if available, with the parent's consent and in accordance with Federal and State laws regarding confidentiality.

The staff members blood should be tested with his/her consent. The staff member shall also receive post exposure treatment, if indicated by the Public Health Service or treating physician.

The healthcare professional conducting the evaluation is to be provided:

- A copy of the Federal regulations concerning the Exposure Control Plan;
- A copy of the form of staff training on blood-borne pathogens and control;
- A copy of the staff member's job responsibilities vis-à-vis the exposure;
- The results of the student's blood test, if available;
- A copy of the staff member's medical records.

### **Post-exposure Evaluation and Follow-up (Student)**

Whenever a student (student A) has contact with blood or other potentially-infectious material, the teacher or staff member shall immediately contact their Supervisor and complete an *Incident Form*. The District shall offer the student a confidential medical evaluation.

The parents of the student (student B) who caused the exposure are to be contacted promptly to obtain permission for the testing of the student's blood for Hepatitis B and HIV viruses either in cooperation with their physician or by a District selected health service provider.

The exposed student is to be informed of the test results, if available, with the parent's consent and in accordance with Federal and State laws regarding confidentiality.

Student A's blood should be tested with his/her consent. The student shall also receive post exposure treatment, if so indicated by the Public Health Service or treating physician.

The healthcare professional conducting the evaluation is to be provided:

- A copy of the Federal regulations concerning the Exposure Control Plan;
- The results of Student B's blood test, if available.

The healthcare professional shall within five (5) days after the evaluation provide the District with a written opinion containing:

- A possible recommendation for Hepatitis B vaccination, if the staff member or student has not already been vaccinated;
- Confirmation that the staff member or student has been adequately informed of the evaluation results and if any further evaluation or treatment deemed necessary.

The staff member/parent is to be given a copy of the written opinion within fifteen (15) days after receipt by the District. The original opinion is to be filed in the student's confidential file.

## **Control of Casual Contact Communicable Diseases**

The Governing Board recognizes that controlling the spread of communicable disease spread through casual contact is essential to the well-being of the school community and to the efficient Educational Service Center operation.

For the purposes of this policy, "casual contact communicable disease" shall include:

- Diphtheria;
- Scarlet fever and other strep infections;
- Whooping cough;
- Mumps;
- Measles;
- Rubella, and;
- Other diseases designated by the Ohio Department of Public Health.

In order to protect the health and safety of the students, staff and the community at large, the Governing Board shall follow all State statutes and Health Department regulations which pertain to immunization and other means for controlling communicable disease spread through normal interaction in the school setting.

The teacher may remove from the classroom and the building administrator may exclude from the building or isolate in the school any students who appears to be ill or has been exposed to a communicable disease. If a student exhibits symptoms of a casual contact disease, the Principal will isolate the student in the building and contact the parents/guardians. Protocols established by the County Health Department shall be followed.

### **Control of Non-Casual Contact Communicable Diseases**

The Governing Board seeks to provide a safe educational environment for both students and staff. It is the Board's intent to ensure that any student or member of the staff who contacts a communicable disease that is not communicated through casual contact will have his/her status in the Educational Service Center examined by an appropriate panel of resource people and that the rights of both the affected individual and those of other staff members and students will be acknowledged and respected. For purposes of this policy, "non-casual contact communicable disease" shall include:

- AIDS – Acquired Immune Deficiency Syndrome;
- ARC – AIDS Related Complex;
- Persons infected with HIV (Human Immunodeficiency);
- Hepatitis B, and;
- Other like diseases that may be specified by the State Board of Health.

The Board seeks to keep students and staff members in school unless there is definitive evidence to warrant exclusion. When the Superintendent learns that a student or ESC employee may be infected with a non-casual contact communicable disease, the Superintendent shall convene a review panel as soon as practicable consisting of appropriate staff members and the Licking County Health Department to determine if the initial evidence warrants exclusion. If the evidence is not sufficient to justify exclusion, the person shall remain in his/her current school environment unless there exists a threat to the person's health or safety through exposure to other communicable diseases.

If the County Health Officer and the review panel determine that the evidence indicates the person should be excluded from the school environment, the person shall be temporarily excluded, following proper notice. The ESC shall provide an alternative education program for any student excluded from the school setting as a consequence of the review panel's decision. Such a program shall be in accordance with the Board's policy and guidelines on Homebound Instruction.

The rights of any affected student, as well as those of any affected staff member, shall be protected in accordance with Federal and State laws on privacy, confidentiality, and due-process. In addition, the exclusion of any staff member from the District by the County Health Officer's decision will be done in accord with relevant sections of Ohio statutes concerning sick leave. Further, it is the Board's policy that all students and staff members should maintain normal contact with an infected student or staff member whose continued presence in the school was determined by this process.

The Board directs the Superintendent to develop an educational program that will prepare staff annually on use of "Universal Precautions" in dealing with all students in reacting to any bodily spills, thereby preventing spread or contact with such non-casual communicable diseases.

## **Drug-Free Workplace – Statement of Policy**

The Licking County ESC Governing Board believes that it is very important to provide a safe workplace environment for all its employees. The ESC is taking steps to address the problem of substance use that negatively affects every workplace, including ours. The Licking County ESC is concerned with the health and well being of all employees. Behaviors related to substance use can endanger all employees, not just substance users. We can't condone and won't tolerate behaviors on the part of employees that relate to substance use, such as:

- use of illegal drugs
- use of alcohol
- sale, purchase, transfer, trafficking, use or possession of any illegal drugs
- arrival or return to work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance is affected
- medical marijuana

Management is fully committed to our Drug-Free Workplace Policy which establishes clear guidelines for acceptable and unacceptable employee behavior for everyone in the workplace. We will not tolerate substance use in violation of this Policy and intend to hold everyone reasonably responsible for supporting the Policy.

This Policy describes our Governing Board's Drug-Free Workplace Program, and every employee is expected to read and understand it. The Policy applies to every employee including management, and also applies to contractors and subcontractors we may use. The consequences stated in this Drug-Free Policy will apply to anyone who violates the Policy.

The Licking County ESC holds all employees accountable in terms of substance use but also supports getting help for employees. Employees who come forward voluntarily to identify that they have a substance problem will receive ESC support and assistance. However, if an employee has a substance problem and does not come forward, the Licking County ESC reserves the right to terminate employment for violation of this work rule. Employees whose jobs are subject to any special law or regulation may face additional requirements in terms of substance use. Other consequences that apply to all employees who violate this Policy are spelled out within this document.

This program went into effect within 30 days of the announcement of our Drug-Free EZ Program and this new Policy that describes our Drug-Free EZ Program. Our Policy covers key parts of the Governing Board's program. The five parts are:

- a written policy that clearly spells out the program rules and how everyone benefits
- annual substance awareness education for all employees
- training for supervisors regarding their responsibilities
- employee assistance

Employees will have the opportunity to receive information about how substance use is a problem affecting the workplace. You will learn the signs and symptoms, dangers of use, and how and where to get help for yourselves and your families. **Dale Lewellen, Superintendent** is our Drug-Free Workplace Program Administrator. You Employees may go to him for information or help. He will have a list of places that employees can turn to for help for themselves and/or their families. He will also arrange to get knowledgeable presenters to educate our employees about substance use.

**Protections for Employees** – This program is designed to protect employees from the behaviors of substance users. Some of the protections built into the program are the following:

- Employee records like referrals for help will be kept confidential. Information will be on a need-to-know basis. Any violation of confidentiality rights is subject to disciplinary action up to and including termination of employment.

- The LCESC is committed to employees who have a substance problem getting help. Each situation will be reviewed individually. Employee assistance is available for employees and their families. A list of resources may be available by calling the 1-800 number on the back of your medical health benefits card. We want you to come forward if you have a substance problem and not wait.
- All employees will receive awareness education every year to help identify problems and learn where they can go for help.

**Employee Awareness Program** – Every employee will have this information presented in a required reading of the staff manual annually through PublicSchoolWorks coursework. Access to our this policy is available through our website at [www.lcesc.org](http://www.lcesc.org). Everyone will be expected to sign that they reviewed such policy. New employees will hear about the program during orientation and will receive substance education as soon as possible thereafter.

**Supervisor Training** – Supervisors will be trained to recognize substance problems that may endanger the employee and others as well as violate this policy. This training is in addition to the employee education session. Supervisors will be trained about how to recognize behaviors that demonstrate an alcohol/drug problem and how to make referrals for help.

**Employee Assistance** – The Licking County ESC believes in offering assistance to employees with a substance problem. We don't have a rehabilitation program and can't afford to pay for someone to attend a program, but we are supportive of employees taking action on their own behalf to address a substance program. We have a list of local community resources by calling the appropriate 1-800 number through our Health Insurance provider or calling LCAPP for employees who come forward voluntarily to seek help. The list of places to go for a confidential assessment and for treatment. When an employee has a substance problem, we'll meet with the employee to discuss the problem and any violation of this policy. The Licking County ESC Governing Board reserves the right to terminate.

## **SEPARATION OF EMPLOYMENT**

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### **Termination**

An employment contract may be suspended or terminated, upon a majority vote of the Governing Board, for reasonable and just cause such as gross inefficiency, immorality, willful and persistent violations of Board policy or LCESC guidelines and/or failure to perform essential and other functions of his/her job description, or for disclosing a question to a student on a State Proficiency test. In such cases, the Board shall abide by due process and statutory procedures.

### **Reduction in Force**

It is the responsibility of the Governing Board of the Licking County ESC to provide appropriate staffing levels for the implementation of the educational programs for the participating districts in the county cooperatives and to do so efficiently and economically.

The Board reserves the right to reduce positions and to suspend contracts of staff members pursuant to such reduction whenever reasons of decreased enrollment of students, return to duty of regular classified staff members after leaves of absence, suspension of schools or territorial changes affecting the districts, or financial and contractual reasons so warrant. In lieu of suspending an entire contract, the Board may suspend the contract of a staff member in part and provide a level of compensation commensurate with the percentage of work performed.

The reasons for which the Governing Board will consider suspending an employee's contract are the following:

- A decrease in the ESC's enrollment
- A return to duty of a staff member after a leave of absence
- The suspension of schools or territorial changes affecting the ESC
- Financial concerns affecting the ESC (including reduction in level of service contracts by participating districts)
- Reorganization and/or consolidation of administrative functions

In making any such reduction(s), The Board will suspend contracts in accordance with the recommendation of the Superintendent who shall, within each pay classification affected, give preference first to employees on continuing contract. The Board shall not give preference to any staff member based on seniority alone, except when making a decision between employees who have comparable evaluations.

Employees whose contracts are suspended shall be considered to restoration of employment in order of seniority of service to the ESC if a position for which the employee is qualified becomes vacant or is created, but shall not give preference to any staff member based on seniority alone, except when making a decision between employees who have comparable evaluations and performance.

Such higher seniority employees will not forfeit such right to restoration by reason of having declined recall to a position with fewer hours. Such recall rights shall exist for up to one year from date of Reduction in Force action. The employee shall have ten (10) calendar days to respond for an equivalent position recall notice. If the recall notice is sent between August 1<sup>st</sup> and October 1<sup>st</sup>, recall response shall be five (5) calendar days.

## **Non-Renewal of Teacher Contract**

It is the responsibility of the Governing Board to provide competent and able professional staff to perform the educational services of the ESC.

The Governing Board, upon the recommendation of the Superintendent, may exercise its option, under law, not to renew the contract of a teacher under a limited or extended limited contract. The term “teacher” refers to any person employed by the Board who has need of a teaching certificate/license in an assigned capacity as teacher.

A teacher, employed under a limited contract and not eligible for consideration for employment under a continuing contract, shall be considered to be reemployed under a limited contract unless the Board, acting on the Superintendent’s recommendation, follows the evaluation procedures in Board Policy and gives the teacher written notice of its intention not to reemploy on or before June 1<sup>st</sup>. It shall be presumed that the teacher has accepted such reemployment unless s/he notifies the Board in writing to the contrary on or before June 15<sup>th</sup>!

A teacher, employed under a limited contract and eligible for consideration for employment under a continuing contract, shall receive a continuing contract or an extended limited contract, unless the teacher is non-renewed according to the terms of this policy.

Teachers eligible for continuing service status in the ESC shall be those properly licensed teachers, who with the last five (5) years have taught for at least three (3) years in the Center, and shall be granted only to the following:

- A teacher holding a professional, permanent, or life teacher’s certificate;
- A teacher meeting the following conditions:
  - The teacher was initially issued a teacher’s certificate or educator’s license prior to January 1, 2011.
  - The teacher holds a professional educator license under 3319.22 or 3319.222 or former section 3319.2s of the Revised Code or a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.
  - The teacher has completed the applicable one of the following:
    - if the teacher did not hold a Master’s Degree at the time of initially receiving a teaching certificate or an educator’s license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt; or
    - if the teacher held a Master’s Degree at the time of initially receiving a teaching certificate or an educator’s license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license, as specified in rules which the State Board of Education shall adopt.
  - Any teacher who meets the following conditions:
    - The teacher never held a teacher’s certificate and was initially issued an educator license on or after January 1, 2011.
    - The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.
    - The teacher has held an educator license for at least seven (7) years.
    - The teacher has completed the applicable one of the following:
      - ❖ If the teacher did not hold a master’s degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

- ❖ If the teacher held a master's degree at the time of initially receiving an educator license six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

Nothing herein shall be construed to void or otherwise affect a continuing contract entered into prior to October 16, 2009.

In addition, those professional staff members who, having attained continuing contract status elsewhere, have served two (2) years in the Educational Service Center are eligible for continuing contract with the Service Center. However, the Governing Board, upon recommendation of the Superintendent, may at the time of employment or at any time within such two (2) year period, declare any of the latter teachers eligible.

Upon the recommendation of the Superintendent that a teacher eligible for continuing service status be reemployed, a continuing contract shall be entered into between the Board and the teacher, unless the Board by three-fourths (3/4's) vote of its full membership rejects the recommendation of the Superintendent. If the Board rejects by a three-fourths (3/4's) vote of its full membership the recommendation of the Superintendent that a teacher eligible for continuing service status be reemployed, the Board may declare its intention not to reemploy the teacher. Prior to taking this action, however, the Superintendent shall have the right to recommend reemployment of the teacher, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided that written notice of the Superintendent's intention to make such recommendation has been given to the teacher with reasons directed at the professional improvement of the teacher on or before June 1<sup>st</sup>.

If the Superintendent makes no recommendation of an extended limited contract, or if the Board by a three-fourths (3/4's) vote of its full membership rejects said recommendation for an extended limited contract, the Board may non-renew the teacher if it has followed the evaluation procedures and gives the teacher written notice on or before June 1<sup>st</sup> of its intention not to reemploy the teacher.

If the teacher is granted a limited extended contract, upon any subsequent reemployment of the teacher, only a continuing contract may be entered into with the teacher. A teacher employed under an extended limited contract and eligible for a continuing contract at the expiration of such extended limited contract, shall be deemed reemployed under a continuing contract unless the Board, acting on the Superintendent's recommendation that the teacher not be reemployed, gives the teacher written notice on or before April 30<sup>th</sup> of its intention not to reemploy him/her and has followed the evaluation procedures. The Superintendent shall require that the teacher, at the time of receipt, provide signed evidence of the time and date of receipt of the notice.

Any teacher receiving a written notice of the intention of a Board not to reemploy may, within ten (10) days of the date of which s/he received the notice, file with the Treasurer of the Board a written demand for a written statement describing the circumstances that led to the recommendation for non-renewal. The Treasurer, within ten (10) days after receipt of a teacher request, shall provide the teacher with the substantive basis for the Board's decision not to reemploy the teacher.

Any teacher receiving a written statement describing the circumstances that led to the recommendation for non-renewal may, within five (5) days of the date on which s/he received the statement, file with the Treasurer of the Board a written demand for a hearing before the Board. The Treasurer of the Board, on behalf of the Board, shall, within ten (10) days of the date on which s/he receives a written demand for a hearing, provide to the teacher a written notice setting forth the time, date, and place of the hearing. The Board shall schedule and conclude the hearing within forty (40) days of the date on which the Treasurer of the Board receives a written demand for a hearing.

Any hearing conducted shall be conducted by a majority of the members of the Board. The hearing shall be held in executive session of the Board unless the Board and the teacher agree to hold the hearing in public. The Superintendent, the teacher, and any person designated by either party to take a record of the hearing may be present at the hearing.

The Board may be represented by counsel and the teacher may be represented by counsel or a designee. The hearing shall include the opportunity for presentation of evidence, confrontation and examination of witnesses, and the review of arguments of both the teacher and the Board. Either party, at the expense of the party taking the record, may make a record of the hearing. Within ten (10) days of the conclusion of the hearing, the Board shall issue to the teacher a written decision containing an order affirming the intention of the Board not to reemploy the teacher, or an order vacating the intention not to reemploy and expunging any record of the intention, notice of the intention, and the hearing.

A teacher may appeal an order affirming the intention of the Board not to reemploy the teacher to the Court of Common Pleas.

This policy does not apply to the Superintendent, administrators, teacher supplemental contracts, or teachers employed as substitutes for less than 120 days during the school year.

If non-renewal proceedings are initiated against a professional staff member and/or if a professional staff member resigns under threat of non-renewal or during the course of an investigation which has been initiated by the Board based upon a reasonable belief that the professional staff member has engaged in conduct unbecoming the teaching profession, as defined in Policy 8141, the Superintendent will cause to be filed with the Ohio Department of Education a report, on forms provided by the Department for that purpose, in accordance with the aforementioned policy and as required by law.

### **Resignation**

A staff member may resign by filing a written resignation with the Superintendent at least 30 days prior to the effective date of the resignation. However, the Board may not accept the staff member's resignation after July 10 if a replacement is not available.

A resignation, once accepted by letter of Superintendent and later by action of the Board, does not have to be rescinded, if such is requested by the resigning employee.

### **Severance**

The Governing Board authorizes payment to a retiring employee of the Licking County Educational Service Center of one-fourth (1/4) of their accumulated, but unused, sick leave days to a maximum payment of fifty (50) days. Such severance will not be paid for less than one-quarter (1/4) day.

For purposes of this policy "retirement" means retirement under either the School Employees Retirement System or the State Teachers Retirement System and includes disability retirement.

In order to qualify for severance pay an employee shall:

- Have completed ten (10) or more years of service with the State, any political subdivision, or any combination thereof.
- Have an effective retirement date no later than ninety (90) days after the final date of service with the Licking County Educational Service Center.
- Have made application within three (3) months following the effective date of retirement.
- Have completed a minimum of five (5) years of employment since the last hiring at the Licking County Educational Service Center.

If approved, the Governing Board will pay severance in the following manner:

- Payment shall be made no later than ninety (90) days after the application is filed and the employee's retirement is verified to the office of the Superintendent by the appropriate retirement system.
- Payment shall be a one-time, lump-sum amount.
- Payment shall be based upon the employee's daily rate of pay at the time of retirement exclusive of overtime or restoration of sick leave.

Payment of severance shall eliminate all obligations of the employer at the time of retirement from any further payment or restoration of sick leave unused.

## **ADDITIONAL POLICIES, PROCEDURES AND GUIDELINES**

### **Equal Employment Opportunity**

The Governing Board shall comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Board that no professional staff member or candidate for such a position in this District shall, on the basis of race, color, religion, national origin, creed or ancestry, age, gender, marital status, or disability, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity for which the Board is responsible or for which it receives financial assistance from the U.S. Department of Education.

The Superintendent shall appoint compliance officers, listed at the beginning of this handbook, whose responsibility it will be to ensure that Federal and State regulations are complied with and that any complaints are dealt with promptly in accordance with law. S/he shall also ensure that proper notice of nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Title XI of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Act is provided to staff members and the general public. Any sections of the District's procedures and guidelines dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above.

### **Freedom of Speech in Non-Instructional Settings**

The Governing Board acknowledges the right of its staff members, as citizens in a democratic society, to speak out on issues of public concern. When those issues are related to the District, however, the staff member's expression must be balanced against the interests of this District.

The following guidelines are adopted by the Board to help clarify and, therefore, avoid situations in which the staff member's expression could conflict with the District's interests. In such situation, s/he should:

- State clearly that his/her expression represents personal views and not necessarily those of the District;
- Refrain from expressions that would disrupt harmony among co-workers or interfere with the maintenance of discipline by school officials;
- Not make threats or abusive or personally defamatory comments about co-workers, administrators, or officials of the District;
- Refrain from making public expressions which s/he knows to be false or are made without regard for truth or accuracy.

### **Temporary Work Assignments**

The Governing Board recognizes its responsibility to meet staffing needs at any and all of its work sites and reserves the right for the Superintendent to place an employee in a temporary work position to meet an immediate need.

The Superintendent is authorized to assign a substitute employee to a vacant or new position for a probationary period of up to 90 days. If the assignment has begun after the beginning of the school year, such probationary period may be extended as a substitute. This option allows the employee to realize a better take home pay for the periods earned rather than spreading the few remaining days of the year over the summer.

A temporary employee who performs unsatisfactorily or acts inappropriately may be asked to leave such assignment at any time. To be considered for the position on contract for fulltime a recommendation needs to be forwarded by the Supervisor to the Superintendent. Terms of such offer may be considered at an interview with the Superintendent.

Relatives of Board members may be employed by the Board, provided a member of the Board does not participate in any way in the discussion or vote on the employment when conflict of interest is involved. Such approval shall be given only to those candidates for employment recommended by the Superintendent or by another individual designated by the Board in the event that the Superintendent's nomination would be in violation of R.C. 2921.42.

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.

Pursuant to the law,

- the Board of Education must request a criminal history check from the Bureau of Criminal Intelligence and Investigation and the Federal Bureau of Investigation;
- until the report is received and reviewed by the LCESC, you will be regarded as a conditional employee; and
- you may be deemed ineligible to work at the LCESC based on the results of your background check and immediately released from employment as a result.

### **Employment of Retired Staff**

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

The Board shall approve the employment, fix the compensation and establish the term of employment for each staff member/administrator employed by this ESC. In the case of any *administrator* position, 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 the 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 teachers, for employment in accordance with the following guidelines where the Board agrees as follows:

- Full-time retired employees shall be entitled to the following benefits: life insurance, medical insurance and dental insurance or as determined by law; may also purchase vision insurance;
- 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 candidate shall agree to the follow:

- To be assigned to such specific position as designated by the Superintendent;
- That the salary schedule is agreed upon, with experience and training, and the staff member/administrator will not challenge the placement on that basis;
- To furnish throughout the term of contract valid and appropriate licensure to perform the duties of the position;

- That if this candidate is employed before the criminal record check can be completed, the employee shall execute a resignation that shall automatically be accepted by the Governing Board should the record show non-compliance.
- 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 Education services which supports the position to which the employee 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.

Relatives of Board members may be employed by the Board, provided a member of the Board does not participate in any way in the discussion or vote on the employment when conflict of interest is involved. Such approval shall be given only to those candidates for employment recommended by the Superintendent or by another individual designated by the Board in the event that the Superintendent's nomination would be in violation of R.C. 2921.42.

A candidate's intentional misstatement of fact, material to his/her qualification on an 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.

No candidate for employment shall receive recommendation for such employment without having proffered visual evidence of proper licensure, if needed or that application for such licensure is in process.

(Effective September 1, 2008, new employees will not be required to complete a TB test with the following exception: The Ohio Health Department will maintain a list of nations at risk of spreading TB. If a prospective employee is currently coming from a county on that list, s/he may be required to have a TB test.)

Full-time retired/rehired employees working more than 162 days per year shall qualify for medical insurance.

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 the disqualifying offenses enumerated in the Ohio Revised Code may be deemed ineligible to work in the Center. Employees will be required to sign the ***Request for a Criminal History Record Check Form***.

### **Recognition and Awards**

The Licking County Educational Service Center's Governing Board is committed to giving appropriate recognition for exemplary contributions to education. The purpose of this policy is to permit the Board to honor such professional staff members with plaques, pins, awards, and other acknowledgements.

Further, the Governing Board does hereby affirm that the expenses incurred as listed above do serve public purpose and facilitate our educational objectives.

The Governing Board authorizes the establishment of appropriation codes for the implementation of this fund. The funds shall be made available from the Board's General Fund.

This policy shall remain in effect until such time as changed by the Governing Board.

### **Bullying and Other Forms of Aggressive Behavior**

The Governing Board is committed to providing a safe, positive, productive, and nurturing educational environment for all of its students. The board encourages the promotion of positive interpersonal relations between members of the school community. Aggressive behavior toward a student, whether by other students, staff, or third parties is strictly prohibited and will not be tolerated. This prohibition includes physical, verbal, and psychological abuse. The Board will not tolerate any gestures, comments, threats or actions which cause or threaten to cause bodily harm or personal degradation. This policy applies to all activities in the Center, including activities on school property or while in route to or from school and those occurring off school property if the function, such as field trips or athletic events where students are under the school's control or where an employee is engaged in school business.

Bullying is defined as a person willfully and repeatedly exercising power or control over another with hostile or malicious intent (i.e., repeated oppressions, physical or psychological, of a less powerful individual by more powerful individual or group). Bullying can be physical, verbal (oral or written), electronically transmitted, psychological (e.g., emotional abuse), through attacks on the property of another, or a combination of any of these. Some examples of bullying are:

- Physical – hitting, kicking, spitting, pushing, pulling, taking and/or damaging belongings or extorting money, blocking or impeding student movement, unwelcome physical contact.
- Verbal – taunting, malicious teasing, insulting, name callings, making threats.
- Psychological – spreading rumors, manipulating social relationships, or engaging in social exclusion/shunning, extortion, or intimidation.
- Cyber-bullying (electronic acts) – the use of information and communication technologies such as e/mail, cell phone and pager including text messages, instant messaging (IM), defamatory personal web sites, and defamatory online personal polling websites, to support deliberate, repeated, and hostile behavior by an individual or group that is intended to harm others.

Prevention strategies are a part of our comprehensive approach. Along with prevention, early interaction is stressed. Specific rules against bullying include no physical violence of any kind and no deliberate shunning, excluding or tormenting.

### **Employee Concerns / Complaint Resolution Procedures**

The Governing Board believes it is in the best interest of the various departments of the Licking County Educational Service Center to prevent problems by opening channels for communication for workers to express themselves at the appropriate levels of authority.

#### **Definitions**

- A concern about a working condition shall be expressed on an informal level by an employee to the immediate Supervisor.
- A complaint shall be a formal acknowledgement of perceived misinterpretation or misapplication of any provisions of:
  - The rules, orders, regulations and established policy of the Governing Board of Education, and/or
  - Administrative regulations governing or affecting employees,
  - Departmental Guidelines – rules that are explicit or implied.

- A “day” shall be a school day during the school year and a weekday (Monday through Friday) during the summer. Time limits shall be considered as maximums, unless otherwise mutually agreeing to an extension of time. Failure to meet timelines on the part of the employee shall forfeit the complaint as null and void.

### Initiation of Processing

- Level One, Employee
  - An employee shall schedule an appointment with his/her immediate Supervisor within 5 days with the intent to discuss a concern or a formal complaint. Then the employee will discuss the problem with the Director or immediate Supervisor with the objective of resolving the matter informally. The complaint should be written and presented at Level I within 20 days of the employee becoming aware of an alleged violation or misapplication of Board policy, regulations, guidelines or procedures.
  - If the employee is not satisfied with the disposition of the concern, he/she may file a written complaint with his/her Supervisor/Director within ten (10) days following the act or condition which is the basis of his/her complaint. Copies of such written complaint are to be sent to the Superintendent. The Supervisor shall communicate his/her decision in writing within five (5) days to the employee, and the Superintendent.
- Level Two
  - Within ten (10) days of receipt by the employee of the decision rendered by the Supervisor, such decision may be appealed to the Superintendent. The appeal shall include a copy of the decision, and the grounds for appeal.
  - The appeal shall be heard by the Superintendent within ten (10) days of its receipt by him/her. Five (5) days prior to the hearing, written notice of the time and place shall be given to the employee and any administrator who has previously been involved in the complaint.
  - Within five (5) days of hearing the appeal, the Superintendent shall communicate to the employee and any administrator who has previously been involved in the complaint of his/her decision, including supporting reasons.
- Level Three
  - If the action taken by the Superintendent does not resolve the complaint to the satisfaction of the employee, the employee may appeal in writing to the Governing Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the President of the Governing Board. The Superintendent shall place the matter on the agenda for the next regular meeting of the Governing Board. The employee shall have the right to be represented at such meeting by counsel. Nothing herein shall preclude the Administration from having representation at said Board meeting.
  - The Governing Board shall act upon such appeal at that meeting. The Governing Board’s act shall be based upon the recommendation of the Superintendent and the arguments presented by or on the behalf of the employee(s), Superintendent, and Supervisor.

### General Procedures

- Time limit stipulated herein are considered maximums to ensure rapid resolution to problems. Time limits may only be extended by mutual agreement of all parties concerned.
- The Administration and employee will cooperate in the investigation of any work related complaints and both parties will furnish each other with such information as it is necessary for the processing of any complaint.
- It will be the practice of all parties in interest to process work complaints after the regular work day has ended or at other times which do not interfere with assigned duties.
- A **Formal Complaint Form** is to be utilized in processing of formal complaints.
- No decision on any one case shall require a retroactive wage adjustment in any other case.

Therefore, it is to all employees’ best interest to solve problems as quickly as possible for the best efficiency of the Educational Service Organization.

## **Positive Behavior Intervention and Supports and Limited Use of Restraints and Seclusion**

The Governing Board is committed to the Educational Service Center's wide use of Positive Behavior Intervention and Supports (PBIS) with students. Student personnel shall work to prevent the need for the use of restraint and/or seclusion. PBIS emphasizes prevention of student behavior problems through the use of non-aversive techniques, which should greatly reduce, if not eliminate, the need to use restraint and/or seclusion.

Professional and support staff determined appropriate by the Superintendent are permitted to physically restrain and/or seclude a student, but only when there is immediate risk of physical harm to the student and/or others, and there is no other safe and effective intervention possible, and the physical restraint or seclusion is used in a manner that is age and developmentally appropriate and protects the safety of all children and adults at school.

All restraint and seclusion shall one be done in accordance with policy which is based on the standards adopted by the State Board of Education regarding the use of the student restraint and seclusion.

Training methods of PBIS and the use of restraint and seclusion will be provided to all professional and support staff determined appropriate by the Superintendent. Training will be in accordance with the state standards. Only school staff who are trained in permissible seclusion and physical restraint measures shall use such techniques.

Every use of restraint and seclusion shall be documented and reported in accordance to policy. Policy shall be made available to parents annually and shall be published on the Center's website.

**Positive Behavior Intervention and Supports (PBIS)** creates structure in the environment using a non-aversive effective behavioral system to improve academic and behavior outcomes for all students.

The PBIS prevention-oriented framework or approach shall apply to all students and staff, and in all settings. PBIS shall include:

- School staff trained to identify conditions such as where, under what circumstances, with whom, and why specific inappropriate behavior may occur;
- Preventive assessments that include:
  - Review of existing data;
  - Interviews with parents, family members, and students; and
  - Examination of previous and existing behavioral intervention plans.
- Development and implementation of preventative behavioral interventions, and the teaching of appropriate behavior, including:
  - Modification of environmental factors that escalate inappropriate behavior;
  - Supporting the attainment of appropriate behavior; and
  - Use of verbal de-escalation to defuse potentially violent dangerous behavior.

### **Seclusion**

Seclusion may be used only when a student's behavior poses an immediate risk of physical harm to the student or others and no other safe and effective intervention is possible. Seclusion may be used only as a last resort safety intervention that provides the student with an opportunity to regain control of his/her actions. Seclusion must be used in a manner that is age and developmentally appropriate, for the minimum amount of time necessary for the purpose of protecting the student and/or others from physical harm, and otherwise in compliance with ESC policy and the Ohio Department of Education's corresponding policy.

Seclusion shall be implemented only by student personnel who have been trained in accordance with policy to protect the care, welfare, dignity and safety of the student.

**Additional requirements for the use of seclusion** - If student personnel use seclusion, they must:

- Continually observe the student in seclusion for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
- Use verbal strategies and research-based de-escalation techniques in an effort to help the student regain control as soon as possible;
- Remove the student from seclusion when the immediate risk of physical harm to the student and/or others has dissipated;
- Conduct a debriefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
- Complete all required reports and document their observations of the student.

**Requirements for a room or area used for seclusion** - A room or area used for seclusion must provide for adequate space, lighting, ventilation, clear visibility, and the safety of the student. And a room or area used for seclusion *must not be locked* or otherwise prevent the student from exiting the area should staff become incapacitated or leave the area.

**Prohibited seclusion practices** – Seclusion shall never be used as punishment or to force compliance. Seclusion shall not be used:

- For the convenience of staff
- As a substitute for an educational program
- As a form of discipline or punishment;
- As a substitute for less restrictive alternatives;
- As a substitute for staff training in positive behavior supports and crisis prevention and intervention;
- As a means to coerce, retaliate, or in any manner which endangers a student; or
- If it deprives the student of basic needs.

Seclusion of preschool-age children is prohibited, except that a preschool-age child may be secluded from his or her classmates, either in the classroom or in a safe, lighted, and well-ventilated space, for an amount of time that is brief in duration and appropriate to the child's age and development, if the child is always within sight and hearing of a preschool staff member.

**Restraint**

There are different types of restraint, including physical restraint, prone restraint, mechanical restraint, and chemical restraint. The use of restraint other than physical restraint is prohibited. Physical restraint may be used only when the student's behavior poses an immediate risk of physical harm to the student and/or others and no other safe and/or effective intervention is possible. The physical restraint must be implemented in a manner that is age and developmentally appropriate, does not interfere with the student's ability to communicate in his/her primary language or mode of communication, and otherwise in compliance with this policy and ODE's corresponding policy.

Physical restraint shall be implemented only by student personnel who have been trained in accordance with this policy to protect the care, welfare, dignity and safety of the student, except in the case of rare and unavoidable emergency situations when trained personnel are not immediately available.

**Additional requirements for the use of restraint** - If student personnel use restraint, they must:

- Continually observe the student in restraint for indication of physical or mental distress and seek immediate medical assistance if there is a concern;
- Use verbal strategies and research-based de-escalation techniques in an effort to help the student regain control as quickly as possible;
- Remove the student from physical restraint immediately when the immediate risk of physical harm to the student and/or others has dissipated.

- Conduct a debriefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student’s behavioral needs; and
- Complete all required reports and document their observations of the student.

Physical restraint shall not be used for punishment or discipline, or as a substitute for other less restrictive means of assisting a student in regaining control.

**Prohibited Restraint Practices** – The following restraint practices are prohibited under all circumstances, including emergency safety situations:

- Prone restraint as defined in Executive Order 2009-13 which defines prone restraint to mean “all items or measures used to limit or control the movement or normal functioning or any portion, or all, of an individual’s body while the individual is in a face-down position for an extended period of time”;
- Physical restraint that restricts the airway of a student or obstructs the student’s ability to breathe;
- Physical restraint that impacts the student’s primary mode of communication;
- Restraint of preschool-age students, except for holding a child for a short period of time, such as in a protective hug, so that the child may regain control;
- Restraint that deprives the student of basic needs;
- Restraint that unduly risks serious harm or needless pain to the student, including physical restraint that involves the intentional, knowing, or reckless use of any of the following techniques:
  - Using any method that is capable of causing loss of consciousness or harm to the neck or restricting/obstructing respiration in any way;
  - Pinning down the student by placing knees to the torso, head and/or neck of the student;
  - Using pressure points; pain compliance or joint manipulation;
  - Dragging or lifting of the student by the hair or ear or by any type of mechanical restraint;
  - Using other students or untrained staff to assist with the hold or restraint; or
  - Securing the student to another student or to a fixed object.
- Mechanical restraint (that does not include devices used by trained student personnel, or by a student for the specific and approved therapeutic or safety purpose for which such devices were designed and, if applicable, prescribed; or
- Chemical restraint (which does not include medication administered as prescribed by a licensed physician).

**Additional Prohibited Practices** – The following practices are prohibited under all circumstances, including emergency safety situations:

- Corporal punishments;
- Child endangerment as defined by Ohio Revised Code 2919.22; and
- Aversive behavioral intervention.

**Functional Behavioral Assessment and Behavior Intervention Plan** – If a student repeatedly engages in dangerous behavior that leads to instances of restraint and/or seclusion, ESC personnel shall conduct a functional behavioral assessment to identify the student’s needs and more effective ways of addressing those needs. If necessary, ESC personnel shall also develop a behavior intervention plan that incorporates positive behavioral interventions.

**Training and Professional Development** – The ESC shall provide training as follows:

- All student personnel, shall be trained annually on the requirements of the Ohio Department of Education’s Policy of Positive Behavior Intervention and Supports, and Restraint and Seclusion; Ohio Administrative Code 3301-51-15; and this policy.
- The Superintendent, in consultation with each school building’s principal and/or assistant principal, shall identify which Center employees should receive additional training so that an adequate number of personnel in each building are trained in crisis management and de-escalation techniques, including the

use of restraint and seclusion. ESC employees who receive such additional training must keep their training current in accordance with the requirements of the provider of the training.

- The Superintendent shall develop a plan to provide training to school personnel, as defined in this policy so that Positive Behavior Intervention and Supports are implemented on a Center-wide basis. Implementation of PBIS throughout the Center may be a multi-year process, with training taking place over several years.

The Center shall maintain written or electronic documentation on training provided and lists of participants in each training.

Only individuals trained in accordance with this policy in the appropriate use of restraint and seclusion may use those techniques.

**Monitoring and Complaint Procedures** – The Superintendent shall develop a monitoring procedure to ensure that this policy is appropriately implemented.

Any parent of a child enrolled in school in the Center may submit a written complaint to the Superintendent regarding an incident of restraint or seclusion. The Superintendent shall investigate each written complaint and respond in writing to the parent's complaint within thirty (30) days of receipt of the complaint. If the parent is not satisfied with the response provided, the parent may request to meet with the Board in executive session to address the situation.

**Required Data and Reporting** – Each use of restraint or seclusion shall be:

- Documented in writing;
- Reported to the building administration immediately;
- Reported to the parent immediately; and
- Documented in a written report.

A copy of the written report shall be made available to the student's parent or guardian within twenty-four (24) hours of the use of restraint or seclusion. A copy of the written report shall also be maintained in the student's file.

All written documentation of the use of restraint or seclusion are educational records pursuant to the Family Educational Right to Privacy Act (FERPA), and Center personnel are prohibited from releasing any personally identifiable information to anyone other than the parent, in accordance with FERPA's requirements.

The Superintendent shall develop a process for the collection of data regarding the use of restraint and seclusion.

The Superintendent shall report information concerning the use of restraint and seclusion annually to the Ohio Department of Education as requested by that agency, and shall make the Center's records concerning restraint and seclusion available to the staff of the Ohio Department of Education upon request.