



# **STAFF HANDBOOK**

September 2024

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## Superintendent's Message

The Staff Handbook has been designed to help you in your work for the Stark County Educational Service Center (ESC), the Stark/Portage Area Computer Consortium (SPARCC), the State Support Team (SST), and other agencies served by the ESC as fiscal agent. It consists of policies, regulations, and exhibits that have been updated and approved by our Board of Education.

This handbook has been developed to assist the Stark County Educational Service Center staff in following the necessary procedures required by law and Board policy as well as to assist in the daily operational procedures of your work.

By no means does it include all of the policies of our service center. If you wish to see the entire collection of policies, it can be found on the ESC website. If you have any questions concerning any items in this Staff Handbook, please discuss them with your supervisor.

Keep in mind that this document is meant to be an overview of policies. The governance of an ESC such as ours is an ongoing process. Changes are made to ESC policies and regulations periodically. Therefore:

- a.) the contents of this handbook may be changed without notice; and
- b.) this handbook, policies, regulations, and exhibits do not create any procedural or substantive rights.

The Appendix references forms normally used during the year. Forms are also available on the ESC's website.

I am proud that you are an employee of our organization. As a member of this staff, you are an ambassador and your work affects the achievement of over 63,000 students in our member districts.

Sincerely,



Mr. Joe Chaddock  
Superintendent  
Stark County Educational Service Center

# STARK COUNTY EDUCATIONAL SERVICE CENTER

## **Governing Board**

Fran Miller, President

Barbara Morgan, Vice President

Jim Holmes

Mary Olson

Greg Wolfe

## **Administration**

Joe Chaddock, Superintendent

Marty Bowe, Assistant Superintendent

James Carman, Treasurer

Dan Lowmiller, Executive Director, Teaching, Learning and Community Partnerships

Susie McKelvey, Executive Director, Student Services

Mary Jo Shannon Slick, Legal Counsel

## STAFF

### Employment and Contracts

A **Summary of Benefits** can be found on our website [www.starkesc.org](http://www.starkesc.org):

→ STAFF → Forms → PAYROLL → Summary of Benefits [Classified](#)/[Certified](#)

### Contracts

Written contracts of employment shall be issued to all personnel. Contracts are by and between the staff member and the Board.

### Time Sheets

A staff member required to complete timesheets must submit time sheets to the Treasurer within thirty (30) days after the initial timesheet due date. Time sheets submitted after the thirty (30) day deadline will be paid at the discretion of the Superintendent.

### Continuing Contract

A teacher is responsible to report eligibility to the Superintendent/Designee by September 15<sup>th</sup> of the school year prior to eligibility for a continuing contract. A staff member must provide the Superintendent with transcripts by September 15<sup>th</sup> to request a change in columns on the salary schedule.

### Employee Work Days

Employee	Work Days	Holidays paid
12-month employee	240 days per year	16 paid holidays
11-month employee	222 days per year	15 paid holidays
9-month employee	185 days per year	

### Personal Days

ESC employees who are contracted for 120 or more days per year earn 3 personal days per contract year (cannot accumulate).

### Sick Days

ESC employees who are contracted for 120 or more days/year will earn 1.25 days accumulated per month up to 300 days. Employees who are contracted less than 120 days/year will receive sick leave on a prorated basis.

### Employees Hired Mid-year

Employees hired after the contract year has begun **may not** be eligible for **all** of these benefits during the first year of employment.

## INSURANCE

### Dental Insurance

Medical Mutual is the dental insurance provider at an employee cost of 15% of the premium.

### **Flexible Spending**

Flexible Spending Accounts are offered at a tax sheltered premium to cover annual costs like unreimbursed medical costs and dependent care. In the fall of each year, the Treasurer notifies employees of the January Open Enrollment period for Insurance and Flexible Benefit Plan Options.

### **Flexible Spending Option**

A Section 125 Flexible Benefit Plan is an employee benefit program that allows employees to pay with pretax dollars, for non-covered medical expenses, such as:

1. Dental Expenses
2. Vision Care Expenses
3. Dependent Care Expenses, such as babysitting and daycare
4. Insurance Premiums

### **Flexible Benefit Plans**

Flexible Benefit Plans provide you with the following advantages:

1. Reduces your Federal Income Taxes
2. Reduces your State Income Taxes
3. Allows you to budget known out-of-pocket expenses over a twelve-month period

### **Life Insurance**

Group term insurance is offered with 100% of the premium paid by the Governing Board. The coverage offered to those employees working more than 30 hours per week at the following:

<b>Coverage</b>	<b>Annual Salary range</b>
\$50,000	Less than \$50,000
\$75,000	More than \$50,000
\$100,000	More than \$75,000

### **Employee Paid Life Insurance**

Employees are eligible to purchase supplemental insurance in \$5,000 increments up to a max of \$60,000 (this is \$60,000 in addition to what the Board purchases). The monthly cost is \$.18/thousand for life and \$.015/thousand for AD&D for a total of \$.195/thousand.

### **Age Reduction**

All life insurance - Board paid and supplemental purchased by the employee - reduces by 50% at age 65.

### **Converting to Individual Plan**

Employees can convert the life insurance to their own individual policy when they leave the ESC. The rates are based on the sex and age of the person. There is no coverage available for spouses or dependents.



**Medical Insurance**

All employees who are regularly scheduled to work 30 hours per week and 120 days during the contract year are eligible for medical insurance, the flexible spending program, and life insurance. Employees may choose from Aultcare or Medical Mutual at an employee cost of 15% of the premium.

**RETIREMENT BENEFITS (participation in SERS or STRS is mandatory)**

**State Employees Retirement System (SERS)**

SERS is the retirement system for classified employees.

Employee contribution: 10% of gross salary

Employer contribution: 14% of gross salary

**State Teachers Retirement System (STRS)**

STRS is the retirement system for certificated employees.

Employee contribution: 14% of gross salary (or current rate)

Employer contribution: 14% of gross salary

**Tax Sheltered Annuity (optional)**

Tax sheltered annuities are deferred compensation plans also known as 403(b) and 457 Salary Reduction Plans. The Board will contribute with **APPROVED PLANS ONLY**. A list of approved plans is available on our website.

The ESC Board pays 50% of employee contribution as per 4 levels of participation. Employees may select one level:

<b>Annuity Level</b>	<b>Employee Share</b>	<b>Employer Share</b>
1	\$25.00	\$12.50
2	\$37.50	\$18.75
3	\$50.00	\$25.00
4	\$62.50	\$31.25

**Longevity Pay**

Longevity pay applies to employees who have completed at least 10 consecutive years of service based on 120 or more days per year and computed upon the actual number of years employed by the Stark County ESC using the following:

<b>Years</b>	<b>Certified</b>	<b>Classified</b>
10	\$750	\$500
15	\$1500	\$1000
20	\$2250	\$1500

## ASSIGNMENTS AND TRANSFERS

The assignment and transfer of employees shall be the responsibility of the Superintendent. Each employee will be assigned to a specific area and may be transferred to any other position for which he/she is qualified. The Superintendent may initiate a transfer whenever he/she believes it is in the best interest of the ESC programs.

A staff member may request a transfer; however, a request for transfer does not guarantee that such a transfer will be made. Employees will be encouraged to discuss transfers or their intention to request transfers with the appropriate supervisor.

In all cases, local and affiliate districts and individual schools will contract only with the Stark County Educational Service Center for services of ESC/SPARCC employees. Employees are not to contract directly with individual districts, even for short-term consultations or presentations.

## LEAVES AND ABSENCES

A leave of absence is a period of extended absence from duty by a staff member for which a written request has been made and formal approval has been granted by the Board. The Board provides a plan for considering leaves and absences for its staff members in accordance with Ohio and Federal laws and Board policies.

Compensation, if any, during leaves of absence depends upon the type of leave. Deductions are made in salaries for absence in accordance with regulations developed by the administration and approved by the Board.

Depending on the type of leave and when the group insurance policy permits, an employee may continue to participate in Board-approved insurance programs, provided that the employee pays the entire premium for these benefits.

A staff member terminates his/her affiliation with the Board if, at the expiration of the specified period of leave, he/she declines the position that is offered to him/her. Assuming his/her contract has not expired during a leave of absence, an employee holds the same contract status upon returning to duty as was held on the date on which the leave began.

### Leave Requests

All vacation, non-contract, and personal leave requests must have Director/Supervisor approval prior to absence. **Leave absences must be entered into [SCVIEW](#) within 24 hours of return to work.**

**Those employees without access to SCVIEW must submit paper forms to the Director/Supervisor within 24 hours of return to work.** Forms are found at [www.starkcountyesc.org](http://www.starkcountyesc.org):

→ STAFF → Forms → PAYROLL → [Personal/Sick/Vacation](#) Leave

### **Assault Leave**

The Board believes that an employee who suffers a physical disability as a result of an assault which occurs in the course of employment with the ESC shall be maintained on full pay during the resulting absence from assigned duties up to 60 days; and, further, such leave shall not be charged to the sick leave entitlement of the employee.

Payment for assault leave shall be at the employee's rate of pay in effect at the time of the assault or at such increased rate for which the employee may become eligible. Salary hereunder shall be mitigated by any salary compensation the employee may receive from any other source.

An employee who falsifies a claim for assault leave shall be disciplined by suspension or termination of employment. The Superintendent may require a physician's statement justifying the continuation of the assault leave at any time during the leave.

### **Leave for Jury Duty**

The Board will insure all full-time certificated employees against loss of pay occasioned by a call to jury duty.

Should an employee be called for jury duty, he/she shall notify the immediate supervisor. Employees called for jury duty shall be permitted to serve and will not be penalized in any way for doing so. They will receive full pay. However, any amount paid to the employee by the court for jury duty must be reimbursed to the ESC. The court reimbursement check must be given to the Treasurer's Office within one week of receipt.

While on jury duty, employees are required to report daily their schedule for the following day and must report to work when excused for a day or more or suffer loss of pay.

The time spent on jury duty will not be charged against personal leave and will count as time on the job.

Employees must submit to their supervisor a record from the court listing the number of days served.

### **Military Leave**

An employee who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Militia, or any of the reserve components of the armed forces of the United States is entitled to a paid leave of absence for up to 31 days in any one calendar year for military field training or active duty.

Military leave is available to any employee who leaves a position for purposes of entering the armed forces. Such leave is unpaid, although the Attorney General has given his/her opinion that employees who have entered the armed services must still be paid for 31 days each calendar year.

Employees who have entered the armed services, whether voluntarily or involuntarily, are entitled to reinstatement as employees upon leaving the military with any type of discharge other than a dishonorable discharge, and may not be discharged without cause for a period of one year thereafter. Although under Federal law, persons who have voluntarily enlisted may lose their right to reinstatement after four years, there is no such limitation under State Law. Employees seeking reinstatement must apply to the Board within 90 days after discharge.

For the purpose of seniority and placement on the salary schedule, years of absence in the service of the armed forces are to be counted as though service has been performed during such time. However, sick leave is not accumulated during the period of unpaid military leave.

It is unlawful to discharge, refuse to hire, or otherwise discriminate against any person on account of his/her membership in the United States Armed Forces, the Ohio National Guard, or other military service as specified by statute.

### **Personal Leave**

The Board shall, pursuant to the provisions of this policy, provide for an employee's absence for personal necessity when not otherwise covered by any other type of leave.

The Board reserves the right, within the limits of law, to specify the manner of proof of personal necessity, the type of situations in which such leave will be permitted, and the total number of days which may be used in any school year for personal leave.

Each contract year, full-time employees may use three full days of personal leave if approved by the Superintendent. Personal leave is not cumulative.

1. Three days of personal leave may be granted during each school year to employees contracted 120 or more days/year. The personal leave will be non-accumulative from school year to school year and a written request must be made to the Superintendent/designee prior to the need.
2. Personal leave cannot be taken on the day before or the day after a vacation day, school holiday such as Thanksgiving, Christmas, Easter, etc., and for teachers on the first or last day of the school year.
3. Exceptions to the above, in case of rare or extreme emergency, may be granted when justified and approved by the Superintendent/ designee.
4. Personal days used by an individual who separates employment prior to fulfilling 120 work days within the contract year will be subject to recoupment.

Employees who are contracted for 120 or more days per year will be compensated for unused personal leave as follows: amount shall be \$50.00 or 60% of daily rate (whichever is higher) per unused day.

NOTE: The Board does not pay retirement on unused sick leave or unused personal leave.

## **Sick Leave**

The Board recognizes its statutory duty to pay employees of the ESC in full for days in which they are absent from work for reasons of personal illness, injury, disability, or pregnancy, and illness, injury, or death in the employee's immediate family.

"Immediate family" in case of illness shall include members of the employee's household, children, spouse, parents, parents-in-law, and grandparents. Sick leave for immediate family in the case of illness shall be limited to ten (10) days annually. Any exception to the above or request for sick leave beyond the ten (10) days will require prior approval of the Superintendent or his/her designee.

"Immediate family" in case of death shall include members of the employee's household, spouse, parents, persons who served in lieu of parents, parents-in-law, sons, daughters, sons-in-law, daughters-in-law, sisters, brothers, sisters-in-law, brothers-in-law, grandparents, grandchildren, and stepparents. Sick leave for immediate family in the case of death shall be limited to five (5) days annually. Any exception to the above or request for sick leave beyond the five (5) days will require prior approval of the Superintendent or his/her designee.

Upon request, leave exceeding three consecutive days may require health care provider documentation to be submitted to the Director/Supervisor.

All employees of the ESC who are contracted for 120 or more days in a school year shall receive 15 sick leave days annually at the rate of one and one-quarter per month. Employees contracted less than 120 days in a school year will receive sick leave on a prorated basis. Proration will be based on a full-time job classification. Employees hired on an as-needed basis will not receive sick leave. Exceptions may be made at the discretion of the Superintendent. Unused sick leave shall be cumulative up to 300 days.

The Board shall accept by transfer the accumulated sick leave up to 300 days, which any new employee has acquired in another position of public service in Ohio, provided that the last termination of such service shall have been within the last 10 years.

Each new employee who has exhausted his/her accumulated sick leave may be entitled to an advancement of five (5) days sick leave which shall be part of the 15 days that can be accumulated for the year. This provision prevails over ORC 3310.141. If the employee would separate employment prior to the advanced leave being reconciled, the per-diem rate would be deducted from the employee's final pay.

To be an eligible employee compensated for unused sick leave, you must have accumulated a sick leave balance of 180 days as of August 1. Compensation would be as follows:

<b>Days used</b>	<b>Amount</b>
Less than 1	\$550.00
1-5	\$350.00
More than 5	\$0

### **Uncompensated Leave**

The Board recognizes that in certain instances an employee may wish extended leave for personal reasons and that the ESC could benefit from the return of said employee. For that purpose, the Board will promulgate policy for the award of uncompensated leaves of absence for reasons other than those specified by statute.

The Board reserves the right to specify the conditions under which uncompensated leave may be taken. An employee granted an uncompensated leave of absence shall not accrue experience while on leave; however, such leave shall not be considered to be a break in service.

### **Vacation Leave**

Support staff employed after June 30, 1986, shall be entitled to the following vacation schedule:

- During the first year of service with the ESC (a minimum of 120 days worked per year), each full-time employee (11- or 12-Month) is entitled to vacation leave with full pay for two calendar weeks per year (10 days).
- When such employee has completed five years of service with the ESC (a minimum of 120 days worked per year), he/she will be entitled to vacation leave with full pay for three calendar weeks per year (15 days).
- When such employee has completed 10 years of service with the ESC (a minimum of 120 days worked per year), he/she will be entitled to vacation leave with full pay for four calendar weeks per year (20 days).

Any person employed full-time after the start of a contract year will earn a prorated vacation.

In order to receive credit for prior state service for vacation leave, an employee must have worked a minimum of 11 months (222 days) per year.

The Superintendent/designee has final approval of vacation schedules for the support staff. It is his/her responsibility to see that vacations are scheduled to least interfere with the operation of the ESC.

Vacation days to be carried over into the next contract year shall have prior approval by the Superintendent/designee. Days may be carried over when office operations necessitate working during usual vacation periods. Days carried over shall be used prior to December 31 of the subsequent contract year unless approval to carry beyond is granted by the Superintendent/designee.

## PAID HOLIDAYS

Contract Length	Paid Holidays
<b>12-Month Employees</b> (222 work days + 16 holidays = 240 day contract)	Labor Day Thanksgiving Recess (2 days) Winter Recess (6 days) Martin Luther King Jr. Day President's Day Spring Recess (2 days) Memorial Day Juneteenth Independence Day
<b>11-Month Employees</b> (207 work days + 15 holidays = 222 day contract)	Labor Day Thanksgiving Recess (2 days) Winter Recess (6 days) Martin Luther King Jr. Day President's Day Spring Recess (2 days) Memorial Day Juneteenth
<b>195-day Employees</b> (185 work days + 10 holidays = 195 day contract)	Labor Day Thanksgiving Recess (2 days) Winter Recess (3 days) Martin Luther King Day President's Day Spring Recess (2 days)
<b>185-day employees</b> (185 work days + 0 holidays = 185 day contract)	n/a
<b>Hourly and Daily Employees</b>	n/a

## PROFESSIONAL DEVELOPMENT

Certificated staff members are encouraged to pursue and are provided with opportunities for the development of increased competencies beyond those which they may attain through the performance of their assigned duties and assistance from supervisors.

Opportunities for professional growth are provided through such means as:

1. Planned in-service programs and workshops offered within the office from time to time; and
2. Released time for visits to schools and for attendance at conferences, workshops, and other professional meetings.

The Superintendent has the authority to approve release time for conferences and visitations and reimbursements for expenses, provided such activities are within budget allocations for that purpose.

### **Public School Works**

Public School Works is a comprehensive online collection of safety and compliance courses for school staff and educators. Every year, each employee is assigned a suite of courses that are designed to cover basic safety and compliance issues that face a school workforce.

This suite focuses on three core areas: Occupational Safety and Health, Staff Social and Emotional Well-Being, and High-Risk Safety and Liability Issues (driven by Workers' Compensation.). Courses include but are not limited to: Staff Misconduct, Accidents and Exposures, Bloodborne Pathogen (Exposure Control), Employee Ethics, etc.

Each employee is expected to complete the online courses assigned to them within the time allotted (usually 30 days) in order to ensure workforce readiness and compliance. If the employee fails to comply with the completion of all assigned courses, disciplinary action could occur.

### **Staff Development Opportunities**

All support staff employees are encouraged to grow in job skills and to take additional training that improves their skills on the job.

Absences to attend meetings, conventions, conferences, or workshops of local, state, or national associations which serve to advance the welfare of the ESC through the upgrading and strengthening of the support service may be granted by the Superintendent without loss of pay to the employee.

The Superintendent has the authority to approve release time for conferences and visitations and reimbursement for expenses, provided such activities are within budget allocations for that purpose.

## **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC) PROCEDURES**

In 1996, the Ohio General Assembly authorized the creation of Local Professional Development Committees (LPDCs) under Ohio Revised Code 3319.22. The purpose of each committee is to review the coursework and other professional development activities proposed and completed by educators in a district to determine if they have met the requirements for renewal of their licenses.

The LPDC review of professional development activities does not apply to personnel with professional pupil services licenses that require credentialing through related licensure boards. The Local Professional Development Committee's responsibility begins when an educator obtains a professional license. Based on LPDC review and approval, the Ohio Department of Education issues licenses.



The LPDC will include at least five total members and a majority of teacher members. For LPDCs, a teacher is someone working under a teaching certificate or license and employed under a teaching contract.

Beginning with the 2022-23 school year, Individualized Professional Development Plans (IPDPs) and Activity Submissions are found within [SCVIEW](#).

Detailed information, eligibility, and requirements for renewal and/or advancement of professional licenses can be found at the [LPDC website](#).

## **SALARY DEDUCTIONS**

The following deductions are required:

1. Federal, state, and local income tax;
2. Employee's share of retirement contribution according to current rate as set by law;
3. Unexcused or excused absence not covered by paid leave; and
4. Medicare deduction in compliance with Federal law.

If requested by employees, the Board will implement payroll deductions for the Ohio Deferred Compensation Program. Other deductions are in accordance with Board policy.

When an employee is absent from duty and there is no leave applicable, the absence is unauthorized. The salary deduction for an unauthorized absence is made on a per diem basis in accordance with the required work year for that particular job classification.

Unauthorized absences should not occur. Repeated unauthorized absences may result in the employee being disciplined.

## **UPDATING PERSONAL INFORMATION AND PAYROLL DEDUCTION OPTIONS**

### **Employee Email**

Every employee is issued a Stark County ESC email upon hire. Important information in relation to the ESC and your position will be communicated through your ESC Gmail. It is *your* responsibility to make sure you have access to it. Please contact [techteam@apps.sparcc.org](mailto:techteam@apps.sparcc.org) for assistance.

### **Personal Information**

Your personal information must be updated for the Treasurer's office using [SCVIEW](#) electronic forms and with your department Director as soon as you experience any personal changes. The following are examples of such changes which would require revised information:

1. Move to a new address
2. Change in marital status

### **Payroll/Insurance Information**

Changes to payroll information, including but not limited to the following, can be made using [SCVIEW](#) electronic forms:

1. Local Income Tax
2. Federal and State of Ohio Tax
3. Withholding Tax (W-4 form)
4. Change of Dependent Eligibility Status
5. Change in Marital Status (within 30 days)
6. Birth or Adoption of Child(ren) (within 30 days)
7. Direct Deposit Authorization
8. Retirement Payment Options

Changes to payroll information, including but not limited to the following, can be made using **PlanSource**:

9. Insurance Carrier Options
10. Flexible Spending Options

## **FAMILY AND MEDICAL LEAVE (FMLA)**

### **Eligibility for FMLA**

An employee who has worked for the ESC for at least twelve months and who has worked at least 1,250 hours in the twelve months preceding the beginning of the leave is eligible for leave under the Family and Medical Leave Act (FMLA). The twelve months an employee must have been employed by the ESC do not need to be consecutive months. The 1,250 hours of service do not include vacation leave, sick leave, holidays, or other paid leaves of absences. However, an employee returning from fulfilling his/her Uniformed Services Employment and Reemployment Rights Act (USERRA) covered service obligation shall be credited with the hours of service that would have been performed but for the period of military service in determining whether the employee worked the 1,250 hours of service.

### **Leave Entitlement**

An eligible employee is allowed to take up to twelve work weeks of leave during a twelve-month period. The ESC has chosen the following method to determine the twelve-month period in which the twelve work weeks of leave entitlement occurs: a “rolling” twelve-month period measured backward from the date any employee uses any FMLA leave.

An employee may be eligible for 26 work weeks of FMLA leave during a single twelve-month period to care for a covered service member with a serious injury or illness. The ESC will determine the “single twelve-month period” using the twelve-month period measured forward from the date an employee’s first FMLA leave to care for the covered service member begins.

### **Type of Leave**

An eligible employee may take FMLA leave for the following purposes:

1. birth and care of a newborn child;
2. placement with an employee of a son or daughter for adoption or foster care;
3. care for a spouse, child, or parent with a serious health condition. An employee may not take FMLA leave to care for a parent-in-law;
4. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job;
5. to respond to a “qualifying exigency” that arises because a spouse, child, or parent is a military member on covered active duty; or
6. to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member.

The ESC requires eligible employees to use any accrued and unused paid vacation, personal, or sick leave concurrently with unpaid FMLA leave.

An employer cannot compel an employee to use, nor may an employee elect to use, accrued medical/sick leave in any situation for which the leave could not normally be used.

### **Spouses Employed by the ESC**

If spouses eligible for leave are both employed by the ESC, either spouse is entitled to the full amount of FMLA leave even if their spouse has already exhausted leave for a qualifying event.

### **Intermittent and Reduced Leave**

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason.

Reduced leave is a leave schedule that reduces the employee’s usual number of hours per work week or hours per work day.

Intermittent or reduced leave is available for the employee’s own serious health condition; to care for a parent, spouse, son, or daughter with a serious health condition; to care for a covered service member’s serious injury or illness or for leave taken due to a qualifying exigency. Such leave may be used for the birth or adoption/placement of a child only if the Board agrees.

If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the employer’s operations.

If the employee needs intermittent leave or leave on a reduced schedule that is foreseeable, the Superintendent may require the employee to temporarily transfer during the period that the intermittent or reduced leave schedule is required to an available position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

If an eligible instructional employee (i.e., those whose principal function is to teach and instruct students in a class, a small group, or an individual setting) needs intermittent leave or leave on a reduced leave schedule due to foreseeable medical treatments, and the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, the ESC may require the employee either to:

1. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
2. transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

### **Benefits**

The Board maintains the employee's health coverage under the group health insurance plan during the period of FMLA leave on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. Prior to the beginning of the FMLA leave, the employee should make arrangements with the Treasurer to pay the employee's share of health insurance.

An employee may, but is not entitled to, accrue any additional benefits or seniority during unpaid FMLA leave. Benefits accrued at the time leave began (e.g., paid vacation, sick, or personal leave to the extent not substituted for unpaid FMLA leave), however, must be available to an employee upon return from leave.

The Board is entitled to recover health care premiums paid during the leave if the employee fails to return from leave. Recovery cannot occur if the employee fails to return because of the continuation, recurrent, or onset of a serious health condition, or due to circumstances beyond the control of the employee.

### **Notice**

When the FMLA leave is foreseeable, the employee must notify the Superintendent at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. An employee shall provide at least verbal notice sufficient to make the ESC aware that the employee needs FMLA-qualifying leave and the anticipated timing and duration of the leave.

The Board may deny the leave if the employee does not meet the notice requirements.

### **Certification**

The Board may require the employee to provide a complete and sufficient certification from a health care provider containing specific information if he/she requests a medical leave. If there is a question concerning the validity of such certification, a second and, if necessary, a third opinion can be required, both at the expense of the ESC.

Upon the employee's return to work from FMLA leave occasioned by the employee's own serious health condition, the Board may require that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

### **Reinstatement**

When the employee returns from the leave, the Board reinstates the employee to the same or an equivalent position with equivalent benefits, pay, terms, and conditions of employment. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

### **Instructional Employees**

Special leave rules apply to instructional employees. Instructional employees are those employees whose principal function is to teach and instruct students in a small group or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers.

The following limitations also apply to instructional employees who take leave near the end of a semester for purposes other than the employee's own serious health condition.

1. When an instructional employee begins leave more than five weeks before the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if the leave will last at least three weeks and the employee would return to work during the three-week period before the end of the semester.
2. When an instructional employee begins leave less than five weeks before the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if the leave will last more than two weeks and the employee would return to work during the two-week period before the end of the semester.

3. When an instructional employee begins leave less than three weeks before the end of a semester and the leave lasts more than five working days, the Board may require the employee to continue taking leave until the end of the semester.

In all cases, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the Board is not counted as FMLA leave. However, the Board is required to maintain the employee's group health insurance and restore the employee to the same or equivalent job upon the conclusion of the leave.

## **RESIGNATION/SEPARATION**

Any certificated staff member who has a contract effective for the next school year is not permitted to resign after July 10 preceding that year. After that time, the consent of the Board must be given before a staff member may resign his/her position. A teacher who resigns after July 10 is subject to certification sanctions imposed by the State Board of Education. Resignations are submitted to the Superintendent for presentation to the Board.

Any support staff member may terminate his/her contract of employment with the ESC by filing a written notice with the Treasurer 30 days prior to the effective date of termination. Upon separation from employment with the ESC, the employee will follow the off boarding process as designed by the HR Department, including but not limited to, returning all ESC-issued items (e.g., keys, badge, and technology) within ten days of the last day worked.

## **SEVERANCE PAY**

Severance pay will be on a one-time, lump sum payment to eligible employees. An employee's eligibility for severance pay will be determined as of the final date of employment. The criteria are:

1. The individual retires from the ESC.
2. Retirement = disability or service retirement under any state or municipal retirement system in this state.
3. The individual must be eligible for disability or service retirement as of the date of employment.
4. The individual must be eligible for service retirement as of the last date of employment.
5. The individual must have not fewer than 10 years of service with this service center, the state, or its political subdivisions, or any combination thereof.
6. The individual must sign for a severance check certifying all eligibility criteria have been met.

The amount of the benefit due an employee shall be calculated by:

1. Multiplying the employee's accrued but unused sick leave by one-third;
2. Multiplying the product times the per-diem rate of pay appropriate for that individual's placement on the base salary schedule; and/or
3. The amount of the benefit calculated in steps one and two will not exceed the value of 75 days of accrued but unused sick leave.

Receipt of payment for accrued but unused sick leave will eliminate all sick leave credit accrued by the employee.

The Board will pay retirement severance pay to the estate of an employee who dies while actively employed who, at the time of death, was otherwise eligible for retirement with a minimum of 20 years of service within the Ohio Retirement System.

Severance must be paid to the employee within six months after the date the individual retires from the school system.

## **STAFF CONFLICT OF INTEREST**

Employees shall not engage in, nor have a financial interest directly or indirectly, in any activity which conflicts with their duties and responsibilities to the ESC.

Employees shall not engage in work of any type in which information concerning customer, client, or employer originates from any information available to them through ESC sources.

Employees shall not sell textbooks, instructional supplies, equipment, reference books, or any other products to Ohio school districts/educational service centers. They shall not furnish the names of students or parents to anyone selling these materials.

In all cases, local and affiliate districts and individual schools will contract only with the Stark County Educational Service Center for services of ESC/SPARCC employees. Districts are not to contract directly with individual employees—even for short term consultations or presentations.

Employees shall comply with State ethics and conflict of interest laws. Failure to do so will result in discipline up to and including termination.

## **INTERNAL PROCEDURES**

### **Purchasing Procedures**

To ensure the proper payment of orders and to satisfy requirements set by the State, the following procedure will be used:

A requisition (request for money) form must be generated and signed by authorized administrative personnel. The account number to which the purchase will be charged must be listed on the requisition.

The Treasurer's office will create a purchase order from the requisition submitted. Unless otherwise specified on the requisition, the Treasurer's office will place the order.

All invoices should be sent directly to the Treasurer's office. Once the Treasurer's office receives the invoice, a copy will be stamped and distributed back to the employee for authorization to pay. Should the invoice come directly to the employee, the employee shall sign, date, and list the purchase order number on the invoice and return it to the Treasurer's office.

We will make partial payments. If your order has items on backorder, please verify the correct amount to pay for items that were actually received.

It is acceptable for invoices to be submitted monthly on blanket (open) purchase orders.

The ESC is not responsible for purchases made without prior approval (signed purchase order).

Blanket (open) purchase orders are for routine items. A separate requisition must be completed for non-routine items.

### **Expense Reimbursements**

Personnel who incur expenses in carrying out their authorized duties are eligible for reimbursement as outlined. Such expenses may be approved and incurred within the limits of budgetary allocations for the specific type of expense.

### **Mileage**

When official travel by a personally owned vehicle has been authorized, mileage payment is made at the IRS rate. A traveler on official school business is expected to exercise the same care in incurring expenses that a prudent person would exercise in traveling on personal business. Excessive costs, such as those caused by circuitous routes or luxury services or accommodations, are not considered prudent, nor are they accepted for reimbursement.

Reimbursement for travel within Stark County and/or assigned working area: Monthly mileage forms are to be completed and approved by appropriate personnel.

Reimbursement for mileage traveled *in excess* of that traveled from the employee's home to his/her place of employment and the return trip *home or the equivalent thereof* will be provided at a rate established by the Governing Board and in accordance with the following provisions:



**Provision I.** For all mileage traveled to locations within Stark County, reimbursement will be provided for mileage beyond the employee's first job related location in a given work day up to the point of the employee's last job related location. No reimbursement will be paid for mileage traveled from home to the first location or for mileage traveled to home from the last location.

Example 1: If an employee travels from home to the Northwest High School, remains there for the entire day, and then travels home at the end of the day, no reimbursement for mileage will be provided.

Example 2: If an employee travels from home and makes a necessary work related stop at the Educational Service Center (ESC) before traveling to Northwest High School, then travels to Northwest for the remainder of the day, after he/she travels home, reimbursement will be paid for the distance traveled from the ESC to Northwest High School. Note, however, no reimbursement will be provided for the distance traveled from Northwest High School to home.

Example 3: If an employee's daily work schedule requires that he/she travel first from home to Minerva High School, followed by a trip to Marlinton Middle School, and then a trip to Jackson High School, where he/she remains for the day, the employee will be paid for the distance traveled from Minerva High School to Marlinton Middle School and from Marlinton Middle School to Jackson High School.

**Provision II.** For all mileage traveled to locations outside Stark County, reimbursement will be calculated using the ESC as the employee's normal place of employment and then subtracting the distance to and from the ESC from the total distance traveled in a given day.

Example 1: If an employee travels from home directly to Streetsboro High School after which he/she travels to Waterloo High School and remains there until he/she travels home at the end of the day, the employee would calculate the total distance traveled on this day and subtract the round-trip distance from home to the ESC. If the total distance traveled is 87 miles and the established round-trip distance from home to the ESC is 14 miles, the employee will be reimbursed for 87 minus 14 miles, or 73 miles.

Example 2: If the employee in Example 1 makes a necessary work-related stop at the ESC before traveling to Streetsboro High School and Waterloo High School, the condition remains the same as in Example 1, albeit the total distance traveled and thus the reimbursed mileage may change.

**Provision III.** For all mileage traveled to locations outside Stark County for an approved professional meeting, an employee will be reimbursed for the round-trip mileage traveled from home to the professional meeting location or from the ESC to the professional meeting location, whichever is less.

## **EXPENSE REIMBURSEMENT REGULATIONS**

### **Monthly Mileage**

Employees who use their personal vehicle to conduct authorized ESC business will be reimbursed at the IRS rate. At the beginning of the fiscal year, department secretaries will submit super blanket requisitions for those employees whose assignment requires travel. Employees will submit their mileage on the Monthly Mileage Form to the Department Director on a monthly basis.

*Operators of personal vehicles must have a valid driver's license and certification from an insurance carrier for liability insurance coverage.*

*Mileage Forms are due to the Treasurer by the 10<sup>th</sup> of the following month.*

## **PROFESSIONAL MEETING REQUESTS**

The Professional Meeting Request Form must be submitted at least two weeks in advance of the meeting, whenever possible. It is recommended that travel arrangements (air fare, conference registration, lodging, etc.) be made directly through the ESC to eliminate the need for employees to pay for costs to be incurred at a professional meeting.

### **Air Fare**

Any employee on official ESC business, who must provide the cost for air fare in connection with that business, will be entitled to reimbursement for that cost. Itemized receipts are required for reimbursement. Round trip tickets should be purchased if these prices offer a price advantage. Approval is for coach fare only.

### **Mileage**

Mileage for professional meetings will be reimbursed at the IRS rate. Travel will be reimbursed by the most direct route.

### **Registration**

Any employee who must provide conference registration fees will be entitled to reimbursement for that cost. Itemized receipts are required for reimbursement.

### **Meals**

Meal reimbursement for in-state travel will require an overnight stay unless approved by the Superintendent or designee. Meals consumed by employees on official ESC business will be reimbursed at a cost up to \$30 per day.

Up to 15% may be reimbursed for gratuity (total request for reimbursement for meal and gratuity may not exceed the approved cost of \$30 per day). Under no circumstances will employees be reimbursed for the purchase of alcoholic beverages. Itemized receipts are required for reimbursement.

## **Lodging**

Any employee on official ESC business, who must provide the cost of lodging in connection with that business, will be entitled to reimbursement for that cost. If such a person is accompanied by their spouse, lodging expenses will be reimbursed for the cost of a double room at the single occupancy rate. It is the responsibility of the employee to cancel the hotel room if for any reason it is not going to be used. Failure to do so will result in the employee incurring the cost of the room. Itemized receipts are required for reimbursement.

## **Car Rental**

Any employee on official ESC business, who must provide the cost of a rental car, will be entitled to reimbursement. Rental cars may be used only with prior approval of the Superintendent or designee. Itemized receipts are required for reimbursement.

***The accrual of personal frequent-flyer miles, hotel "bonus points," credit card "rewards," or any other reward under similar affinity programs (including credit points on rewards directed to non-profit organizations) is strictly prohibited.***

## **Other Reimbursable Expenses**

### **Travel**

Parking charges in reasonable amounts, toll road, toll bridge, and ferry charges are reimbursable costs. Local transportations such as taxicabs, airport limousines, and buses may be used when justified. Itemized receipts are required for reimbursement.

### **Telephone and Postage**

If an expense for telephone, postage, certified or registered mail must be paid in cash, the claim may be reimbursed as a miscellaneous expense (if incurred at a professional meeting) or through a purchase order requisition. Itemized receipts are required for reimbursement.

## **FIRST AID**

A trained person is responsible for administering first aid. A physician and/or an emergency medical service will be called in case of serious illness or injury.

In accordance with law, the parents of all students will be asked to sign and submit an emergency medical authorization which will indicate the procedure they wish to be followed in the event of a medical emergency involving their child. The permits will be kept readily at hand in the health center of each school.

Only emergency care and first aid will be provided. A physician will outline first aid treatment and emergency care for various types of illness and injury. Use of medications will be limited to topical applications as authorized for certain types of injuries by a physician or to such medication as may have been officially authorized for an individual child.

In cases where the nature of an illness or an injury appears serious, the parents will be contacted and the instructions on the student's emergency card followed. In extreme emergencies, arrangements may be made for a student's immediate hospitalization whether or not the parent can be reached.

No student who is ill or injured will be sent home alone. Parents will be contacted in case of illness or injury.

### **Staff Emergency Form**

An updated staff emergency form should be completed and updated annually and remain on file with the ESC.

### **Incident and/or Injury Reports**

Incident/Injury reports are to be filed with the Superintendent at any time that a staff member is seriously injured or has a medical emergency.

A serious injury or medical emergency shall be considered to be one when the individual requires medical attention or the occurrence renders the individual unable to complete the business day.

When an accident occurs, the appropriate county medical personnel should be notified. If the extent of an injury cannot be determined, the emergency rescue squad should be called.

A copy of the Incident/Injury Report shall be retained in the individual's permanent file.

## **CLOSINGS**

The procedures below will be followed in the event the office is closed due to inclement weather and/or other emergencies. Staff members will be notified in the event of emergency closings by their Director/Supervisor. The ESC will remain open during inclement weather unless Stark State announces a closure.

Staff who are not housed at the ESC shall follow the procedures of their assigned district(s) during the closure. Days on which the employee is not required to report to work due to adverse weather conditions or other calamities shall be counted as one of the required "days on duty" indicated in the employee contract.

## **COMPUTER/ON-LINE SERVICES**

Technology can greatly enhance the instructional program as well as the efficiency of the ESC. The Board recognizes that careful planning is essential to ensure the successful, equitable, and cost-effective implementation of technology-based materials, equipment, systems, and networks. Computers and use of the ESC network or on-line services support learning and enhance instruction, as well as assist in administration. All computers are to be used in a responsible, efficient, ethical, and legal manner. Failure to adhere to this policy and the guidelines below will result in the revocation of the user's access privilege. Unacceptable uses of the computer/network include but are not limited to:

1. Violating the conditions of Federal and State laws dealing with students' and employees' right to privacy, including unauthorized disclosure, use, and dissemination of personal information;
2. Using profanity, obscenity, or other language which may be offensive to another user or intended to harass, intimidate, or bully other users;
3. Accessing personal social networking websites for non-educational purposes;
4. Reposting (forwarding) personal communication without the author's prior consent;
5. Copying commercial software and/or other material in violation of copyright law;
6. Using the network for financial gain, for commercial activity, or for any illegal activity;
7. "Hacking" or gaining unauthorized access to other computers or computer systems, or attempting to gain such unauthorized access;
8. Accessing and/or viewing inappropriate material;
9. Downloading freeware or shareware programs.

Because access to on-line services provides connections to other computer systems located all over the world, users (and parents of users who are under 18 years old) must understand that neither the school nor the ESC can control the content of the information available on these systems. Some of the information available is controversial and sometimes offensive.

The Board does not condone the use of such materials. Employees, students, and parents of students must be aware that the privileges to access on-line services are withdrawn from users who do not respect the rights of others or who do not follow the rules and regulations established. A user's agreement is signed to indicate the user's acknowledgement of the risks and regulations for computer/on-line services use.

## **COPYRIGHT**

### **Educational Use of Copyrighted Print Materials**

#### **Fair Use**

The fair use of copyrighted work for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use, the factors to be considered include the:

- Purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purpose.
- Nature of the copyrighted work.
- The amount and substantiality of the portion used in relation to the copyrighted work as a whole.
- Effect of the use upon the potential market for or value of the copyrighted work.

### **Single Copying for Teachers**

A single copy may be made of any of the following by or for a teacher at his/her individual request for his/her scholarly research or use in teaching or preparation to teach a class:

- A chapter from a book
- An article from a periodical or newspaper
- A short story, short essay, or short poem, whether or not from a collective work
- A chart, graph, diagram, drawing, cartoon, or picture from a book, periodical, or newspaper.

### **Multiple Copies for Classroom Use**

Multiple copies (not to exceed more than one copy per student in a course) may be made by or for the teacher giving the course for classroom use or discussion, provided that:

- The copying made meets the tests of brevity, spontaneity, and cumulative effect as defined below, and
- Each copy includes a notice of copyright.

#### Brevity

Poetry: (a) a complete poem if fewer than 250 words and if printed on not more than two pages, or (b) from a longer poem, an excerpt of not more than 250 words.

Prose: (a) a complete article, story or essay of fewer than 2,500 words, or (b) an excerpt of not more than 1,000 words or 10% of the work, whichever is less, but in any event a minimum of 500 words.

Each of the numerical limits stated in “poetry” and “prose” above may be expanded to permit the completion of an unfinished line of a poem or of an unfinished prose paragraph.

Illustration: one chart, graph, diagram, drawing, cartoon, or picture per book or periodical issue.

Special work: certain work in poetry, prose, or “poetic prose,” which often combines language with illustrations, of fewer than 2,500 words. A “special” work may not be reproduced in its entirety. However, an excerpt comprising not more than two of the published pages of a special work, and containing not more than 10% of the words found in the text thereof, may be reproduced.

#### Spontaneity

The copying is at the instance and inspiration of the individual teacher. The inspiration and decision to use the work, and the moments of its use for maximum teaching effectiveness, are so close in time that it would be unreasonable to expect a timely reply to a request for permission.

### Cumulative Effect

The copying of the material is for only one course in the school in which copies are made.

Not more than one short poem, article, story, or essay, or two excerpts, may be copied from the same author, nor more than three from the same collective work or periodical volume, during one class term.

The limitation stated in the preceding two paragraphs shall not apply to current news periodicals and newspapers and current news sections of other periodicals.

The limitations as to single copying for teachers and multiple copies for classroom use are applicable.

### Prohibitions

- A. Copying shall not be used to create, replace, or substitute for anthologies, compilations, or collective works. Such replacements or substitutions may occur whether copies of various works or excerpts are accumulated or reproduced and used separately.
- B. There shall be no copying of or from works intended to be “consumable” in the course of study or teaching. These include workbooks, exercise, standardized tests, test booklets, answer sheets, and similar consumable materials.
- C. Copying shall not:
  - 1) Substitute for the purchase of books, publishers’ reprints or periodicals
  - 2) Be directed by a higher authority
  - 3) Be repeated with respect to the same item by the same teacher from term to term.
- D. No charge shall be made to the student beyond the actual cost of the photocopying.

## **Educational Use of Copyrighted Music**

### **Permissible Uses**

Emergency copying may be done to replace purchased copies that for any reason are not available for an imminent performance, provided purchased replacement copies shall be substituted in due course.

For academic purposes other than performance, single or multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section, movement, or aria, but in no case more than 10% of the whole work. The number of copies shall not exceed one copy per student.

Printed copies that have been purchased may be edited or simplified, provided that the fundamental character of the work is not distorted or that lyrics, if any, are not altered or added.

A single copy of recordings of performance by students may be retained by the educational institution or individual teacher.

A single copy of a sound recording (such as a tape, disc, or cassette) of copyrighted music may be made from sound recordings owned by an educational institution or an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the educational institution or individual teacher. (This pertains only to the copyright of the music itself and not to any copyright that may exist in the sound recording.)

### **Prohibitions**

- Copying shall not be used to create, replace, or substitute for anthologies, compilations, or collective works.
- Copying of or from works intended to be “consumable” in the course of study or of teaching such as workbooks, exercises, standardized tests, answer sheets and similar material is prohibited.
- Copying shall not be used for the purpose of performance except as previously stated.
- Copying used for the purpose of substituting for the purchase of music except as previously stated.
- Copying without inclusion of the copyright notice, which appears on the printed copy, is prohibited.

### **Educational Use of Copyrighted Audiovisual Material**

Before reproducing small portions of sound recordings, filmstrips, slide sets, transparencies, or motion pictures, or videotaping commercial television broadcasts, employees shall consult with the principal to determine whether the proposed action complies with the “fair use” principles of the copyright Act.

School recordings may be made of certain instructional television programs telecast by the local Public Broadcasting System’s educational television station. Before recording the telecast, the following conditions shall be satisfied:

- The monthly list of programs not licensed for recording shall be consulted. Any program listed shall not be recorded.



- Recordings may be used in classroom or instructional settings as an educational activity or at a PTA meeting, Board meeting, or similar activity.
- Recordings shall be used only in the facilities of the ESC and shall not be loaned or made available outside of those facilities.
- Recordings made from evening programs, which may be copied, shall be retained for no more than seven days following the telecast unless an extension is received in writing in advance. Daytime telecasts may be recorded and retained permanently unless otherwise notified.

### **Copying Limitations**

Circumstances arise when personnel are uncertain whether or not copying is prohibited. In those circumstances, the Superintendent shall be contacted. If the Superintendent is uncertain, he/she shall consult with the ESC's legal counsel.

The following prohibitions have been expressly stated in federal guidelines:

- Reproduction of copyrighted material shall not be used to create or substitute for anthologies, compilations, or collective works.
- Unless expressly permitted by agreement with the publisher and authorized by ESC action, there shall be no copying from copyrighted consumable materials such as workbooks, exercises, test booklets, answer sheets, or similar materials.

Employees shall not:

- Use copies to substitute for the purchase of books, periodicals, music recordings, or other copyrighted material, except as permitted by ESC procedure.
- Copy or use the same items from term to term without the copyright owner's permission.
- Copy or use more than one short work or two excerpts from works of the same author in any one term.
- Copy or use more than nine instances of multiple copying of protected material in any one term.
- Copy or use protected materials without including a notice of copyright. The following shall constitute a satisfactory notice:

### **NOTICE: THIS MATERIAL MAY BE PROTECTED BY COPYRIGHT LAW**

Employees shall not reproduce or use copyrighted materials at the direction of an ESC administrator without permission of the copyrighted owner.

## **Computer Software Copyright**

The Board recognizes that computer software piracy is a major problem for the industry, and that violations of copyright law contribute to higher costs and lessens incentives for publishers to develop effective educational software. Therefore, in an effort to discourage software piracy and to prevent such illegal activity, the ESC will take the following steps:

1. The ethical and practical implication of software copyright violations will be provided to all employees and students using ESC computer facilities and software.
2. Employees and students will be informed that they are expected to adhere to the Copyright Act and all subsequent amendments thereto governing the use of software.
3. Whenever possible, efforts will be made to secure software from being duplicated from compact disks, hard drives, or networked systems.
4. Illegal copies of copyright software shall not be made or used on ESC equipment.
5. ESC administrators are designated as the only individuals who may sign license agreements for educational software used on ESC computers.
6. Documentation of licenses for software used on ESC computers will be located at the site where the software is being used.

## **DATA AND RECORDS RETENTION**

All records are the property of the ESC and are not removed, destroyed, mutilated, transferred, or otherwise damaged or disposed of, in whole or in part, except as provided by law or under the rules adopted by the District Records Commission (Commission). Such records shall be delivered by outgoing officials and employees to their successors and shall not be otherwise removed, transferred, or destroyed unlawfully.

The Commission, composed of the Board President, the Treasurer, and the Superintendent, meets at least once every twelve months to review applications for one time records disposal and schedules of records retention and disposition submitted by any employee of the ESC. Records may be disposed of by the ESC pursuant to the procedure outlined below. The Commission may at any time review any schedule it has previously approved and may revise that schedule, in accordance with State law.

The Superintendent designates a "Records Officer" in each department/building who is responsible for all aspects of records retention, including electronic mail, within that department/building.

When the District Records Commission has approved an application for one-time disposal of obsolete records, or any schedule of records retention and disposition, the applications and/or schedules are sent to the Ohio History Connection (OHC) for review. The OHC will review the application or schedule within a period of 60 days. During this time, the OHC may select for its custody any records it considers to be of continuing historical value. The OHC will denote upon any schedule of records retention, and disposal, the records for which they will require a certificate of records disposal prior to their disposal. After the OHC has completed their review, OHC will forward the applications and/or schedules to the Auditor of State for their approval or disapproval. The Auditor of State must approve or disapprove the application and/or schedule within 60 days.

Before public records are disposed of pursuant to an approved schedule, the ESC must inform OHC of the disposal of only the records that OHC has requested to see. OHC is given the opportunity for a period of 15 days to select for its custody such public records as it considers to be of continuing historical value.

### **Electronic Mail and Social Media Content**

Electronic mail sent or received by the Board and/or ESC employees and social media content may be considered a public record subject to public disclosure or inspection under the Open Meetings Act (Sunshine Law). If the electronic mail or social media content is the ESC's official record and meets the definition of a record as defined by State law, then the information must be retained in accordance with the ESC records retention schedule.

All Board and ESC electronic mail communications and social media content are monitored in accordance with the attached regulation to ensure that all electronic mail and social media public records are retained, archived, and destroyed in compliance with State law.

ESC Employees are subject to disciplinary action for violation of this policy and regulation.

### **Public's Right to Know**

The Board supports the right of the people to know about the programs and services of the ESC and makes efforts to disseminate appropriate information. The release of information of ESC-wide interest is to be coordinated by the Superintendent.

Business of the Board is discussed and decisions are made at public meetings of the Board, except such matters required to be discussed in private executive sessions.

The official minutes of the Board, its written policies, its financial records, and all other public records are open for inspection in the office of the Treasurer during normal business hours.

Each Board member attends public records training every term for which he/she is elected to public office. However, the Board may designate one or more persons to attend public records training on its behalf. If so decided, the Board appoints a designee whenever the composition of the Board changes.

The ESC may ask that the identity of an individual requesting information and the reason the information is sought be in writing. The ESC first informs the requester that such disclosure is not mandatory, unless the request is for student directory information. The ESC also informs the requester that providing such information in writing enhances the ESC's ability to identify, locate, or deliver the records sought. The ESC may also ask that the request be put in writing but notifies the requester that it is not mandatory to do so.

Any individual who wants to obtain or inspect a copy of a public record may request to have the record duplicated on paper, on the same medium on which the record is kept or on any other medium the Superintendent/designee determines reasonable. If the request is ambiguous or overly broad, the ESC informs the requester of the manner in which records are maintained and accessed in the ordinary course of business and allows the requester to revise the request.

Records pertaining to individual students and other confidential materials are not released for inspection. Only that information deemed "directory information" may be released from an individual student's file, and only after complying with the regulations prepared by the administration for the release of such information. Student directory information is not released when parents have affirmatively withdrawn their consent to release in writing. Student records that consist of "personally identifiable information" generally are exempt from disclosure.

All records responsive to the request are made available in a reasonable period of time. The ESC makes the requester aware of any information that is exempt from disclosure requirements by notifying the requester of any redacted information or by making redactions in a plainly visible manner. If a public records request is denied, the ESC provides an explanation with legal authority for the denial of the request. This explanation is provided in writing if the request is made in writing or if the Superintendent/designee determines written explanation is necessary.

The Superintendent/designee transmits the information sought by mail or by any other means of delivery requested, if the method is reasonably available. The number of mail requests sent to any one person is limited to 10 a month unless the person certifies, in writing, that neither the records nor the information in them will be used for commercial purposes.

A fee may be charged for copies and/or delivery. The ESC may require the fee charged for copies and/or delivery be paid in advance.

The Board's public records policy is posted in a conspicuous location in the office and in all other ESC buildings and employee handbooks provided by the ESC. The policy is distributed directly to the records custodian and receipt of the policy by the custodian is acknowledged. A copy of the records retention schedule is maintained and readily available to the public in the central office.

## **PUBLIC GIFTS/DONATIONS**

From time to time individuals or organizations in the community may wish to make contributions to enhance educational programs. Anyone desiring to give a gift or make a donation must contact the Superintendent, who will then submit the request to the Board.

Gifts, grants, or bequests are accepted by the Board provided the conditions of acceptance do not remove any portion of the control from the Board.

Proposals for giving funds, equipment, or materials to the Educational Service Center with a “matching” agreement or restriction are discouraged.

## **PROPERTY INVENTORY**

All items (including donations) valued at \$1,000 or more must be identified in the ESC inventory system. No items are to be transferred from one area to another or disposed of without prior approval of the Director/Supervisor. If a transfer or disposal is necessary, an ESC Equipment Inventory Form must be completed. Assets valued at \$5,000 or more will be tagged and also tracked in the inventory system. An assigned tag will be issued from the Treasurer’s office.

A computer generated listing of all inventoried items is supplied to each department and updated annually. The updated listing is submitted to the Treasurer’s office for processing.

## **FORMS**

[Mileage – Board of Ed to Board of Ed](#)  
[Mileage – One Way from ESC](#)  
[Monthly Mileage Calculation Form](#)  
[Personal Leave Form](#)  
[Professional Meeting Request Form](#)  
[Sick Leave Request Form](#)  
[Stark County ESC Change Form](#)  
[Student Activity Fund Raiser](#)  
[Reconciliation Form Student](#)  
[Activity Fund Raiser Request Form](#)  
[Student Activity Purpose and Budget](#)  
[Time Sheet](#)  
[Vacation Request Form](#)