Clark County Educational Service Center

Staff Handbook

Your Educational Partner!

Revised August 2026

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Mission Statement

The mission of the Clark County Educational Service Center is to support excellence in the delivery of educational services.

Absence Notification (ReadySub)

If you are ill or must be absent from your assignment, it is your responsibility to do the following:

A. Inform your Supervisor/and or Building Principal
B. Enter information into the ReadySub System (if a substitute will be needed)
C. Enter your absence into the ESS System

For Emergency Absence during work day, contact Marcia Nichols, Director of Operations, at 937-325-7671.

Acceptable Use Policy

Please refer to Clark County Educational Service Center Governing Board Policies 7540, 7540.01, 7540.04, 7540.05, and 7542.

Administration of Medication to Students

The Governing Board shall not be responsible for the diagnosis and treatment of student illness. With the exception of diabetes care covered under Policy 5336, the administration of prescribed medication and/or medically-prescribed treatments to a student during school hours will be permitted only when failure to do so would jeopardize the health of the student, the student would not be able to attend school if the medication or treatment were not made available during school hours, or if the child is disabled and requires medication to benefit from his/her educational program.

For purposes of this policy, "medication" shall include all medicines including those prescribed by a licensed health professional authorized to prescribe drugs and any non-prescribed (over-the-counter) drugs, preparations, and/or remedies. "Treatment" refers both to the manner in which a medication is administered and to health-care procedures which require special training, such as catheterization.

Before any medication (i.e., a drug) or treatment may be administered to any student during school hours, the Board shall require a written statement from a licensed health professional authorized to prescribe drugs ("prescriber") accompanied by the written authorization of the parent (see Form 5330 F1, Form 5330 F1a, and Form 5330 F1b). These documents shall be kept on file in the office of the School Nurse or Lead Teacher, and made available to the persons designated by this policy as authorized to administer medication or

treatment. A copy of the parent's written request and authorization and the prescriber's written statement must be given, by the next school day following the Educational Service Center's receipt of the documents, to the person authorized to administer drugs to the student for whom the authorization and statement have been received. No student is allowed to provide or sell any type of over-the-counter medication to another student. Violations of this rule will be considered violations of Policy 5530 - Drug Prevention and of the Student Code of Conduct/Discipline Code.

Only medication in its original container; labeled with the date, if a prescription; the student's name; and exact dosage will be administered. The Superintendent shall determine a location in each building where the medications to be administered under this policy shall be stored, which shall be a locked storage place, unless the medications require refrigeration in which case they shall be stored in a refrigerator in a place not commonly used by students, and unless the medication to be administered is diabetes medication, which must be kept in an easily accessible location pursuant to Policy 5336.

Parents may administer medication or treatment, with the exception of diabetes care covered under Policy 5336 but only in the presence of a designated school employee.

Additionally, students may administer medication or treatment to themselves, if authorized in writing by their parents and a licensed health professional authorized to prescribe drugs but only in the presence of a designated school employee with the exception of students authorized to attend to their diabetes care and management pursuant to Policy 5336.

However, students shall be permitted to carry and use, as necessary, an asthma inhaler, provided the student has prior written permission from his/her parent and physician and has submitted Form 5330 F3, Authorization for the Possession and Use of Asthma Inhalers/Other Emergency Medication(s), to the principal and any school nurse assigned to the building.

Additionally, students shall be permitted to carry and use, as necessary, an epinephrine auto injector to treat anaphylaxis, provided the student has prior written approval from the prescriber of the medication and his/her parent/guardian, if the student is a minor, and has submitted written approval (Form 5330 F4, Authorization for the Possession and Use of Epinephrine Autoinjector (epi-pen)) to the principal and any school nurse assigned to the building. The parent/guardian or the student shall provide a back-up dose of the medication to the principal or school nurse. This permission shall extend to any activity, event, or program sponsored by the school or in which the school participates. In the event epinephrine is administered by the student or a school employee at school or at any of the covered events, a school employee shall immediately request assistance from an emergency medical service provider (911). Students with diabetes authorized to attend to their diabetes care and management may do so in accordance with Policy 5336

Students shall be permitted to possess and self-administer over-the-counter topical sunscreen products while on school property or at a school-sponsored event.

With the exception of diabetes care covered under Policy 5336, only employees of the

Board who are licensed health professionals or who have completed a drug administration training program conducted by a licensed health professional and are designated by the Board may administer prescription drugs to students in school.

With the exception of diabetes care covered under Policy 5336, provided they have completed the requisite training, the following staff are authorized to administer medication and treatment to students:

A. principal

B. teacher

C. school nurse

D. building secretary

E. aide

F. others as designated by student's IEP and/or 504 plan

No employee will be required to administer a drug to a student if the employee objects, on the basis of religious convictions, to administering the drug.

With the exception of diabetes care covered under Policy 5336, the Board shall permit the administration by a licensed nurse or other authorized staff member of any medication requiring intravenous or intramuscular injection or the insertion of a device into the body when both the medication and the procedure are prescribed by a licensed health professional authorized to prescribe drugs and the nurse/staff member has completed any and all necessary training.

Students who may require administration of an emergency medication may have such medication in their possession upon written authorization of their parent(s) or, such medication, upon being identified as aforenoted, may be stored in the nurse's office and administered in accord with this policy and Policy 5336.

The Superintendent shall prepare administrative guidelines, as needed, to address the proper implementation of this policy.

Snow Days

Regional decisions of the closing of school will be made as early as possible. In case of severe weather, the official announcement for school closings will be made on radio stations (WIZE, WULM, or WHIO), TV-2 and TV-7, and www.whiotv.com and www.wdtn.com.

The procedure of the Clark County Educational Service Center concerning hazardous

road conditions is as follows:

All Clark County Local School Districts are delayed: Staff should follow their district calendar.

All Clark County Local School Districts are closed: Nine-month contract staff observe the school closed day. Each staff member is responsible for making up missed days in accordance with their assigned district(s) make-up schedule.

For staff working under contracts exceeding 184 days, it is the desire of the CCESC for the Board Office to be open from **10:00 a.m. to 2:00 p.m**. We recognize that many staff members have the ability to work virtually therefore employees should consult with their director to determine an appropriate work plan for the day.

In the event that Clark County declares a **Level 2 or Level 3 snow emergency**, the CCESC will be closed.

Cash in School Buildings

Monies received at cash collection points throughout the Clark County Educational Service Center must be deposited in accordance with this policy. Cash collection points are any areas within a school where money flows into the CCESC. Currently identified as cash collections points are admission fees to athletic events, lunchroom sales, classroom fees, student activities/fundraisers, and miscellaneous money coming through the Treasurer's Office such as grants, interest, donations, sale of fixed assets, and taxes.

Persons who receive monies at cash collection points in the Center are required to deposit all monies received with the Treasurer within 24 hours. Persons who receive money at cash collection points are responsible for its safekeeping until the money is deposited with the Treasurer. Ordinarily, the money should be secured in a locked desk, file cabinet, safe or other secure room on school property, and it should not be taken home.

Compensation

Payroll Practices

Pay dates are the 5th and 20th of each month. Time-sheets are to be sent to your direct supervisor and/or payroll@clarkesc.org by the time-sheet due date. These dates can be found on the Clark County ESC website, under the Treasurer's Page.

Salary Schedules

The Governing Board retains the authority to specify the salary of new positions and to determine the credit to be awarded for placement on the CCESC's salary schedule, in accordance with any applicable terms in the negotiated agreement.

The Superintendent shall arrange credit for past service of each new staff member for proper placement on the salary schedule on the following basis:

A. all years of teaching service in the same school district or educational service center, regardless of training level, with each year consisting of at least 120 days under a teacher's contract

B. ten (10) years of teaching service (not more than ten(10)) as a licensed teacher in a chartered, nonpublic school in Ohio or in another public school, regardless of training level, with each year consisting of at least 120 days under a teacher's contract

C. ten (10) years (not more than ten (10)) in a charter school or institution or a school or institution that subsequently became chartered or a chartered, special-education program or a special-education program that became chartered operated by the State or by a subdivision or other local government unit of this state as a licensed teacher, regardless of training level; each year must consist of at least 120 days

D. not more than five (5) years for active military experience which must be eight (8) continuous months of service to be recognized as a year of authorized experience.

The total credit for years of service specified in B-D above shall not be more than ten (10) years (not more than ten (10)) and may vary depending upon the Superintendent's evaluation of the staff member's background and previous experience. Additional years thereafter (in addition to the (10) years) may, but shall not be required to be granted at the discretion of the Superintendent.

Credit will not be given for substitute teaching except as required by Policy 3120.04 or State law.

Payroll Deductions

To the extent permitted by law and consistent with the specific provisions of any applicable negotiated agreement, the Governing Board authorizes deductions to be made from an employee's paycheck upon proper authorization on the appropriate form for the following purposes:

A. Federal and State income tax

B. Social Security or retirement contribution

C. Municipal income tax

D. Ohio school district income tax

E. School Employees Retirement System

F. State Teachers Retirement System

G. Section 125 deductions (cafeteria plans)

H. Contributions to charitable and not-for-profit corporations and community fund organizations

I. Payment of group insurance premiums for a plan in which at least five (5) employees of the Center employees participate

J. Payment for benefits of part-time employees who elect to participate in benefits provided to full-time staff

K. 403(b) and 457 Deferred Compensation Plans

To the extent permitted by law and in accordance with the procedures set forth below, the Board declares its willingness to purchase or procure tax-sheltered annuities for its employees who request that such annuities be purchased through payroll deduction. Specifically, employees may request in writing that the Board purchase or procure a tax-sheltered annuity for them in exchange for the employee taking a reduction in salary with respect to the amounts earned after the effective date of such written notice – reductions in salary shall commence thirty (30) days after the Treasurer receives the employee's written notice. The Board shall use a corresponding amount to purchase the annuity for such employee from any licensed agent, broker or company authorized to transact the business as specified in law in accordance with Section 403(b) and 457 of the Internal Revenue Code. However, it shall be clearly understood that the Board's only function shall be the deduction and remittance of employee funds.

In any case where the employee designates the agent, broker or company through whom the Board shall arrange for the placement or purchase of the tax-sheltered annuity, the agent, broker or company must execute a reasonable service agreement, an information sharing agreement, and/or other similar agreements as determined at the discretion of the CCESC. The service agreement shall protect the CCESC from any liability attendant to procuring the annuity (i.e., a "hold harmless") in accordance with provisions of the Internal Revenue Code and any other applicable Federal or State law.

In cases when an employee is absent from duty and there is no sick leave applicable, or when the absence is unauthorized, the salary deduction for each day of absence will be based on the employee's current salary divided by the number of work days required in the official school calendar for each job classification.

Confidentiality and Student Records

In order to provide appropriate educational services and programming, the Governing Board must collect, retain, and use information about individual students. Simultaneously, the Board recognizes the need to safeguard students' privacy and restrict access to students' personally identifiable information.

Student "personally identifiable information" ("PII") includes, but is not limited to: the student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the Educational Service Center reasonably believes knows the identity of the student to whom the education record relates.

The Board is responsible for the records of all students who attend or have attended schools in this Center. Only records mandated by the State or Federal government and/or necessary and relevant to the function of the School Center or specifically permitted by this Board will be compiled by Board employees.

In all cases, permitted, narrative information in student records shall be objectively-based on the personal observation or knowledge of the originator.

Student records shall be available only to students and their parents, eligible students, designated school officials who have a legitimate educational interest in the information, or to other individuals or organizations as permitted by law.

The term "parents" includes legal guardians or other persons standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child). The term "eligible student" refers to a student who is eighteen (18) years of age or older, or a student of any age who is enrolled in a postsecondary institution.

Both parents shall have equal access to student records unless stipulated otherwise by court order or law. In the case of eligible students, parents may be allowed access to the records without the student's consent, provided the student is considered a dependent under section 152 of the Internal Revenue Code.

A school official is a person employed by the Board as an administrator, supervisor,

teacher/instructor (including substitutes), or support staff member (including health or medical staff and law enforcement unit personnel); and a person serving on the Board. The Board further designates the following individuals and entities as "school officials" for the purpose of FERPA:

A. persons or companies with whom the Board has contracted to perform a specific task (such as an attorney, auditor, insurance representative, or medical consultant), and

B. contractors, consultants, volunteers or other parties to whom the Board has outsourced a service or function otherwise performed by the Board employees (e.g. a therapist, authorized information technology (IT) staff, and approved online educational service providers)

The above-identified outside parties must (a) perform institutional services or functions for which the Board would otherwise use its employees, (b) be under the direct control of the Board with respect to the use and maintenance of education records, and (c) be subject to the requirements of 34 C.F.R. 99.33(a) governing the use and re-disclosure of PII from education records.

Finally, a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing the school offical's tasks (including volunteers) is also considered a "school official" for purposes of FERPA provided the school official meets the above-referenced criteria applicable to other outside parties.

"Legitimate educational interest" is defined as a "direct or delegated responsibility for helping the student achieve one (1) or more of the educational goals of the Center" or if the record is necessary in order for the school official to perform an administrative, supervisory, or instructional task or to perform a service or benefit for the student or the student's family. The Board directs that reasonable and appropriate methods (including but not limited to physical and/or technological access controls) are utilized to control access to student records and to make certain that school officials obtain access to only those education records in which they have legitimate educational interest.

The Board authorizes the administration to:

A. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a private or public school or school center in which a student of this Center is enrolled, seeks or intends to enroll, or is instructed to enroll, on a full-time or part-time basis, upon condition that:
    1. a reasonable attempt is made to notify the student's parent or eligible student of the transfer (unless the disclosure is initiated by the parent or eligible student; or the Board's annual notification - Form 8330 F9 - includes a notice that the Board will forward education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for

purposes related to the student's enrollment or transfer);

2. the parent or eligible student, upon request, receives a copy of the record; and

3. the parent or eligible student, upon request, has an opportunity for a hearing to challenge the content of the record;

B. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a juvenile detention facility in which the student has been placed, or a juvenile court that has taken jurisdiction of the student;

C. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a public school or school district in which a student in foster care is enrolled;

Such records shall be transferred within one (1) school day of the enrolling school's request

D. provide "personally-identifiable" information to appropriate parties, including parents of an eligible student, whose knowledge of the information is necessary to protect the health or safety of the student or other individuals, if there is an articulable and significant threat to the health or safety of a student or other individuals, considering the totality of the circumstances;

E. report a crime committed by a child to appropriate authorities, and, with respect to reporting a crime committed by a student with a disability, to transmit copies of the student's special education and disciplinary records to the authorities for their consideration;

F. release de-identified records and information in accordance with Federal regulations;

G. disclose personally identifiable information from education records, without consent, to organizations conducting studies "for, or on behalf of" the Center for purposes of developing, validating or administering predictive tests, administering student aid programs, or improving instruction;

Information disclosed under this exception must be protected so that students and parents cannot be personally identified by anyone other than representative of the organization conducting the study, and must be destroyed when no longer needed for the study. In order to release information under this provision, the Center will enter into a written agreement with the recipient organization that specifies the purpose of the study. (See Form 8330 F14.) Further, the following personally identifiable information will not be disclosed to any entity: a student or the student's family member's social security number(s); religion; political party

affiliation; voting history; or biometric information.

While the disclosure of personally identifiable information (other than social security numbers, religion, political party affiliation, voting record, or biometric information) is allowed under this exception, it is recommended that de-identified information be used whenever possible. This reduces the risk of unauthorized disclosure.

H. disclose personally identifiable information from education records without consent, to authorized representatives of the Comptroller General, the Attorney General, and the Secretary of Education, as well as State and local educational authorities;

The disclosed records must be used to audit or evaluate a Federal or State-supported education program, or to enforce or comply with Federal requirements related to those education programs. A written agreement between the parties is required under this exception. (See Form 8330 F16)

The Center will verify that the authorized representative complies with FERPA regulations.

I. request each person or party requesting access to a student's record to abide by Federal regulations and State laws concerning the disclosure of information.

The Board will comply with a legitimate request for access to a student's records within a reasonable period of time but not more than forty-five (45) days after receiving the request or within such a shorter period as may be applicable to students with disabilities. Upon the request of the viewer, a record shall be reproduced, unless said record is copyrighted, or otherwise restricted, and the viewer may be charged a fee equivalent to the cost of handling and reproduction. Based upon reasonable requests, viewers of education records will receive explanation and interpretation of the records.

The Board shall maintain a record of each request for access and each disclosure of personally identifiable information. Such disclosure records will indicate the student, person viewing the record, their legitimate interest in the information, information disclosed, date of disclosure, and date parental/eligible student consent was obtained (if required).

Only "directory information" regarding a student shall be released to any person or party, other than the student or his/her parent, without the written consent of the parent, or, if the student is an eligible student, without the written consent of the student, except to those persons or parties stipulated by the Board's policy and administrative guidelines and/or those specified in the law.

Parents and eligible students may refuse to allow the Board to disclose any or all of such "directory information" upon written notification to the Board within ten (10) days after receipt of the Superintendent's annual public notice.

In accordance with Federal and State law, the Board shall release the names, addresses, Center-assigned email address (if available) and telephone listings of secondary students to a recruiting officer for any branch of the United States Armed Forces or an institution of higher education who requests such information. A secondary school student or parent of the student may request in writing that the student's name, address, Center-assigned email address (if available), and telephone listing not be released without prior consent of the parent(s)/eligible student. The recruiting officer is to sign a form indicating that "any information received by the recruiting officer shall be used solely for the purpose of informing students about military service and shall not be released to any person other than individuals within the recruiting services of the Armed Forces." The Superintendent is authorized to charge mailing fees for providing this information to a recruiting officer.

Whenever consent of the parent(s)/eligible student is required for the inspection and/or release of a student's health or education records or for the release of "directory information," either parent may provide such consent unless agreed to otherwise in writing by both parents or specifically stated by court order. If the student is under the guardianship of an institution, the Superintendent shall appoint a person who has no conflicting interest to provide such written consent.

Inspection of Information Collection Instrument

The parent of a student or an eligible student has the right to inspect upon request any instrument used in the collection of personal information before the instrument is administered or distributed to a student. Personal information for this section is defined as individually identifiable information including a student or parent's first and last name, a home or other physical address (including street name and the name of the city or town), a telephone number, or a Social Security identification number. In order to review the instrument, the parent or eligible student must submit a written request to the building principal at least five (5) business days before the scheduled date of the activity. The instrument will be provided to the parent or eligible student within three (3) business days of the principal receiving the request.

The Superintendent shall directly notify the parent(s) of a student and eligible students, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

This section does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as the following:

A. college or other postsecondary education recruitment, or military recruitment

B. book clubs, magazines, and programs providing access to low-cost literary products

C. curriculum and instructional materials used by elementary and secondary schools

D. tests and assessments used by elementary and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments

E. the sale by students of products or services to raise funds for school-related or education-related activities

F. student recognition programs

The Superintendent is directed to prepare administrative guidelines so that students and parents are adequately informed each year regarding their rights to:

A. inspect and review the student's education records;

B. request amendments if the parent believes the record is inaccurate, misleading, or violates the student's privacy rights;

C. consent to disclosures of personally identifiable information contained in the student's education records, except to those disclosures allowed by the law;

D. challenge Board noncompliance with a parent's request to amend the records through a hearing;

E. file a complaint with the United States Department of Education;

F. obtain a copy of the Board's policy and administrative guidelines on student records.

The Superintendent shall also develop procedural guidelines for:

A. the proper storage and retention of records including a list of the type and location of records;

B. informing Board employees of the Federal and State laws concerning student

records.

The Board authorizes the use of the microfilm process or electromagnetic processes of reproduction for the recording, filing, maintaining, and preserving of records.

No liability shall attach to any member, officer, or employee of this Board as a consequence of permitting access or furnishing student records in accordance with this policy and regulations.

Any entity receiving personally identifiable information pursuant to a study, audit, evaluation or enforcement/compliance activity must comply with all FERPA regulations. Further, such an entity must enter into a written contract with the Governing Board delineating its responsibilities in safeguarding the disclosed information. Specifically, the entity must demonstrate the existence of a sound data security plan or data stewardship program, and must also provide assurances that the personally identifiable information will not be disclosed without prior authorization from the Board. Further, the entity conducting the study, audit, evaluation or enforcement/compliance activity is required to destroy the disclosed information once it is no longer needed or when the timeframe for the activity has ended, as specified in its written agreement with the Governing Board. See Form 8330 F14 and Form 8330 F16 for additional contract requirements.

Safe at Home/Address Confidentiality Program

If a parent (or adult student) presents to the District a valid program authorization card issued by the Secretary of State certifying that the parent (or adult student), the parent's child, or a member of the parent's household is a participant in the Safe at Home/Address Confidentiality Program , the Board shall refrain from including the student's actual/confidential residential address in any student records or files (including electronic records and files) or disclosing the student's actual/confidential residential address when releasing student records. Since student records are available to non-custodial parents, designated school officials who have a legitimate educational interest in the information, and other individuals or organizations as permitted by law (including the public in some situations), the Board shall only list the address designated by the Secretary of State to serve as the student's address in any student records or files, including electronic records and files. Further, the Board shall use the student's designated address for any and all communications and correspondence between the Board and the parent(s) of the student (or adult student). The student's actual/confidential residential address shall be maintained in a separate confidential file that is not accessible to the public or any employees without a legitimate purpose.

Although the student's actual/confidential address will not be available for release as directory information, the parent (or adult student) may also request that the student's name and telephone number be withheld from any release of directory information. Additionally, if applicable, the student's parent's school, institution of higher education, business, or place of employment (as specified on an application to be a program participant

or on a notice of change of name or address) shall be maintained in a confidential manner.

If a non-custodial parent presents a subpoena or court order stating that the non-custodial parent should be provided with copies or access to a student's records, the Center will redact the student's confidential address and telephone number from the student's records before complying with the order or subpoena. The Center will also notify the custodial/residential parent of the release of student records in accordance with the order or subpoena.

The intentional disclosure of a student's actual/confidential residential address is prohibited. Any violations could result in disciplinary action or criminal prosecution.

Directory Information

Each year the Superintendent shall provide public notice to students and their parents of the County's intent to make available, upon request, certain information known as "directory information." The Board designates as student "directory information": a student's name; address; telephone number; date and place of birth; major field of study; participation in officially-recognized activities and sports; height and weight, if a member of an athletic team; dates of attendance; date of graduation; or awards received.

Directory information shall not be provided to any organization for profit-making purposes.

Parents and eligible students may refuse to allow the Board to disclose any or all of such "directory information" upon written notification after receipt of the Superintendent's annual public notice.

In accordance with Federal and State law, the Board shall release the names, addresses, and telephone listings of secondary students to a recruiting officer for any branch of the United States Armed Forces or an institution of higher education who requests such information. A secondary school student or parent of the student may request in writing that the student's name, address, and telephone listing not be released without prior consent of the parent(s)/eligible student. The recruiting officer is to sign a form indicating that "any information received by the recruiting officer shall be used solely for the purpose of informing students about military service and shall not be released to any person other than individuals within the recruiting services of the Armed Forces." The Superintendent is authorized to charge mailing fees for providing this information to a recruiting officer.

Whenever consent of the parent(s)/eligible student is required for the inspection and/or release of a student's health or education records or for the release of "directory information," either parent may provide such consent unless agreed to otherwise in writing by both parents or specifically stated by court order. If the student is under the guardianship of an institution, the Superintendent shall appoint a person who has no conflicting interest to provide such written consent.

The Board may disclose “directory information,” on former students without student or parental consent, unless the parent or eligible student previously submitted a request that such information not be disclosed without their prior written consent.

The Board shall not permit the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose).

Conflict of Interest

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

A. Staff members may not dedicate work time to an outside interest, activity, or association.

B. Staff members may not use school property or school time to solicit or accept customers for private enterprises.

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

D. Staff members may not campaign on school property during working hours on behalf of any political issue, candidate for local, State, or National office. The constitutional right to express political and other opinions as citizens is reserved to all employees.

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

F. Unless expressly approved by the Superintendent, staff members may not accept fees for tutoring when such tutoring is conducted during the normal work day.

G. Similarly, unless expressly approved by the Superintendent, staff members may not accept fees for remedial tutoring of students currently enrolled in one (1) or more of their classes.

Contracts

Teachers

Contracts are issued to encompass the school year as established by the official Board calendar. Contracts for service are issued in accordance with the position for which the individual is employed.

No teacher or administrator shall terminate his/her contract after July 10 and before the termination of the next succeeding school year without Board approval.

The progression from one contract to the next is contingent upon the results of the evaluation process. Any certified staff employed under an alternative, temporary, or supplemental license will only be issued one (1) year contracts.

The employment contract for teachers shall include:

A. Time for which employment is contracted including beginning and ending dates,

B. Salary according to the salary schedule, and

C. Such other matters as may be necessary to provide a full and complete understanding of the contract.

Contracts for teachers shall be granted in accordance with the requirements of R.C. §3319.08 and any applicable Board Policies.

Support Staff

Contracts for support staff shall be granted in accordance with the requirements of R.C. §3319.08.1 and any applicable Board Policies.

Credit Cards

The Governing Board recognizes the value of an efficient method of payment and recordkeeping for certain expenses.

The Board, therefore, authorizes the use of Clark County Educational Service Center credit cards. The authorization, handling and use of credit cards has been established to provide a convenient and efficient means to purchase goods and services from vendors. Credit cards, however, shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy. The Board affirms that credit cards

shall only be used in connection with Board-approved or school-related activities and that only those types of expenses that are for the benefit of the CCESC and serve a valid and proper public purpose shall be paid for by credit card. However, under no circumstances shall credit cards be used for personal purchases or the purchase of alcoholic beverages regardless of whether the purchase of such beverages is made in connection with a meal.

The Superintendent shall develop administrative guidelines that specify those employees authorized to use credit cards, the types of expenses which can be paid by credit card, and their proper supervision and use. Inappropriate or illegal use of the credit card and/or failure to strictly comply with the limitations and requirements set forth in the administrative guidelines may result in a loss of credit card privileges, disciplinary action, up to and including termination, personal responsibility for any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase, and/or possible referral to law enforcement authorities for prosecution.

The Board directs the Treasurer to determine and specify those employees authorized to use CCESC credit cards. The Treasurer shall be responsible for giving direction to and supervising such employees' use of Clark County Educational Service Center credit cards.

Crisis Information

The Governing Board believes that the employees, and students of the Service Center, as well as visitors, are entitled to function in a safe and drug-free school environment. In this regard, the Board has adopted policies related to conduct in the school setting as well as those that address various crisis situations.

The Superintendent shall promulgate administrative guidelines for responding to a crisis situation, developing a prevention plan, and providing effective intervention for students who may show warning signs that relate to violence or other troubling behaviors.

Discipline

Whenever it becomes necessary to discipline a member of the staff, the Governing Board directs the Superintendent to utilize a progressive discipline procedure described in the Superintendent's administrative guidelines. Such guidelines are to provide for proper due-process procedures throughout the investigation and disciplinary procedure. All matters that could involve discharge from the Clark County ESC must be dealt with in accordance with law. If it appears that disciplinary action will involve termination, the Superintendent should contact the school attorney to determine the proper procedure and then inform the Board President who will determine whether or not a report should be made to the Board in executive session, unless an open session is requested by the staff member.
The Board requires that all disciplinary actions involving loss of pay and/or suspension is submitted to the Board as soon as possible after the action has been taken.

Staff Ethics

An effective educational program and successful operation of the Educational Service Center requires the services of individuals with integrity, high ideals, and human understanding. To maintain and promote these essentials, the Governing Board expects all professional staff members to maintain high standards in their working relationships, and in the performance of their professional duties, to:

A. recognize basic dignities of all individuals with whom they interact in the performance of duties;

B. represent accurately their qualifications;

C. exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;

D. seek and apply the knowledge and skills appropriate to assigned responsibilities;

E. keep in confidence legally-confidential information;

F. pledge that their actions and/or those of another on their behalf are not made with specific intent of advancing private economic interests;

G. refuse to accept anything of value offered by another for the purpose of influencing judgment;

H. refuse to accept compensation from any other source, other than the Board, for the performance of his/her official duties, any other act or service in his/her public capacity, for the general performance of the duties of his/her public employment, or as a supplement to his/her public compensation;

I. refrain from using his/her position or public property, or permitting another person to use an employee's position or public property for partisan political or religious purposes. (This will in no way limit constitutionally or legally protected rights as a citizen.)

In addition, the Board believes that each professional staff member should maintain standards of exemplary professional conduct and conform his/her behavior to the code of ethics set forth below as adopted, in part, from the Association of American Educators' Code of Ethics and the National Education Association's Code of Ethics of the Education Profession, by demonstrating a commitment to students, the educational profession, and

the Educational Service Center and community.

Commitment to Students - each professional staff member shall:

A. strive to create a learning environment that nurtures to fulfillment the potential of all students and stimulates the spirit of inquiry, acquisition of knowledge and understanding, and the formulation of worthy goals;

B. not unreasonably restrain students from independent action in the pursuit of learning or deny each student's access to varying points of view;

C. deal considerately and justly with each student and seek to resolve problems, including discipline, according to Board policy and law;

D. refrain from intentionally exposing students to disparagement or embarrassment;

E. refrain from revealing confidential information concerning students, unless disclosure serves a compelling professional purpose or is required by law;

F. make a constructive effort to protect students from conditions detrimental to learning, health or safety;

G. endeavor to present facts without distortion, bias or personal prejudice;

H. refrain from using his/her professional relationships with students for private advantage;

I. not on the basis of race, color, creed, sex, national origin, marital status, religious beliefs, family, social or cultural background, or sexual orientation, unfairly:

    1. exclude any student from participation in any program;

    2. deny benefits to any student;

    3. grant any advantage to any student.

Commitment to the Educational Profession - each professional staff

member shall:

A. assume responsibility and accountability for his/her performance and continually strive to demonstrate competence;

B. endeavor to maintain the dignity of the profession by respecting and obeying the law, and by demonstrating personal integrity;

C. apply for, accept, or assign a position or a responsibility on the basis of professional qualifications, and adhere to the terms of a contract or appointment;

D. continue professional growth;

E. comply with written Board policies, administrative guidelines, or applicable laws and regulations;

F. honestly account for all funds committed to his/her charge;

G. refrain from using Center or professional privileges for personal or partisan advantage;

H. refrain from knowingly or willfully making false statements about a colleague or the Center;

I. not assist a non-teacher in the unauthorized practice of teaching.

Commitment to Center and Community - each professional staff member shall:

A. recognize that quality education is the common goal of the public, Governing Board of Education, administration, and staff members;

B. make concerted efforts to communicate to parents all information that should be revealed in the interest of a student;

C. endeavor to understand and respect the value and traditions of the diverse cultures represented in the community and in his/her classroom;

D. manifest a positive and active role in Center/community relations.

Employee Rights

Nondiscrimination

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

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

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

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

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

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

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability, unless the accommodation would

impose an undue hardship on the operation of the Educational Service Center's program and/or activities. A reasonable accommodation is not required for an individual who is merely regarded as having a disability.

Complaint Procedure

If a person believes that s/he has been discriminated/retaliated against or denied equal opportunity or access to the CCESC's programs, activities or services, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

The following individual(s) is/are designated as the CCESC's Compliance Officers (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs").

Susie Riegle
4170 Allium Court
Springfield, Ohio 45505
937-325-7671

The individual may also, at any time, contact the U.S. Department of Education, Office for Civil Rights, Cleveland Office, **1350 Euclid Avenue, Suite 325**, Cleveland, Ohio 44114-2611; Telephone: (216) 522-4970; Fax: (216) 522-2573; TDD: (216) 522-4944;
E-mail: ocr.cleveland@ed.gov; Web: http://www.ed.gov/ocr.

Internal Complaint Procedures

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination based upon disability. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights.

A. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the Center Compliance Officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the Center Compliance Officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the Center Compliance Officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the Center

Compliance Officer for good cause.

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

D. The Superintendent will, within ten (10) days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

   The Superintendent will render his/her decision within ten (10) days of the hearing.

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

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

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

Informal Complaint Procedure

A student who believes s/he has been unlawfully discriminated/retaliated against may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends; (2) to the Superintendent or other CCESC-level employee; and/or (3) directly to one of the COs. The COs will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The CCESC School's informal complaint procedure is designed to provide students who believe they are being unlawfully discriminated/retaliated against with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the

nature of the complaint and the wishes of the student claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the student about how to communicate his/her concerns to the person who allegedly engaged in the discriminatory/retaliatory behavior.

B. Distributing a copy of Policy 2260 – Non-Discrimination as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.

C. If both parties agree, the CO may arrange and facilitate a meeting between the student claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

While there are not set time limits within which an informal complaint must be resoled, the CO or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. Parties may request that the informal process be terminated at any time to move the formal complaint process.

Formal Complaint Procedures

A student who believes s/he has been subjected to unlawful discrimination/retaliation ("Complainant") may file a formal complaint, either orally or in writing, with a teacher, Principal, or other center employee at the student's school, the CO, Superintendent, or another CCESC employee who works at another school or at the CCESC level.

Formal complaints should include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in; the discriminatory/retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant. If the Complainant is unwilling or unable to provide a written statement, the CO shall interview the Complainant and prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document. Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory/retaliatory conduct ("Respondent") that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 2260 – Non-Discrimination. The Respondent must also be informed of the opportunity to submit

a written response to the complaint within five (5) business days.

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

A. interview the Complainant;

B. interview the Respondent;

C. interview any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consider any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO/designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful discrimination/retaliation.

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

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent shall issue a final written decision as described above. If the Superintendent determines the Complainant was subjected to unlawful discrimination/retaliation, s/he must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

A Complainant or Respondent who is dissatisfied with the Superintendent's final decision may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties

and their representatives within twenty (20) business days of the receipt of such an appeal. At the Board's discretion and as may be appropriate to the circumstances, the Board may meet separately with each of the concerned parties. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

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

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

The CO will provide a copy of the CCESC's complaint procedure to any person who files a complaint and will investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the CO's office.

Prohibition Against Retaliation

The Board will not retaliate against, coerce, intimidate, threaten, or interfere with any individual because the person opposed any act or practice made unlawfully by any Federal or State civil rights laws, or because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Employee-Student Relations

Each professional staff member shall maintain a standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities.

It is the responsibility of the Superintendent to prepare administrative guidelines for the maintenance of the following standards:

A. A professional staff member shall report immediately to a building administrator any accident, safety hazard, or other potentially harmful condition or situation s/he detects.

B. A professional staff member shall provide proper instruction in the safety matters as presented in assigned course guides.

C. Each professional staff member shall immediately report to a building administrator knowledge of threats of violence by students.

D. A professional staff member shall not send students on any personal errands.

E. A professional staff member shall not inappropriately associate with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and discipline up to and including termination of employment.

F. If a student approaches a staff member to seek advice or to ask questions regarding a personal problem related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc., the staff member may attempt to assist the student by facilitating contact with certified or licensed individuals in the Center who specialize in the assessment, diagnosis, and treatment of the student's stated problem. However, under no circumstances should a staff member attempt, unless properly licensed and authorized to do so, to counsel, assess, diagnose, or treat the student's problem or behavior, nor should such staff member inappropriately disclose personally identifiable information concerning the student to third persons not specifically authorized by law.

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

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

Employment Requirements

Verification of Employment Eligibility

Federal law requires that all employers and employees, hired after November 6, 1986, complete an Employment Eligibility Verification Form (Form I-9) provided by the U.S. Immigration and Naturalization Service. All such employees must provide documents that establish both identity and employment eligibility in order for Form I-9 to be completed and signed by both the employee and an ESC official. Form I-9 must then be retained for three years or for one year past the end of the employment of an individual, whichever is longer.

Criminal History Records Check

In accordance with State law, the Governing Board requires a criminal background check of each applicant the Superintendent recommends for employment on the Center's professional staff as well as for current employees on a periodic basis**.** This requirement includes all substitutes, and persons employed on a part-time basis such as coaches or activity supervisors. In addition, all professional staff members with a license, certificate, or permit issued by the Ohio Department of Education must undergo a criminal background check at the time of the renewal of same or, in the case of a permanent teaching certificate, no less than every five (5) years on or before September 5th of the fifth year. Such background check is not otherwise required of any currently-employed staff member who is a candidate for another position within the Center.

The Superintendent shall establish administrative guidelines which will require a records check that complies with the law and ensures that, at the time of the initial application, upon renewal of a professional teaching certificate, license, or permit, and, for professional staff members with permanent teaching certificates - not later than every five (5) years on or before September 5th of the fifth year, the applicant or employee shall provide the Center with a criminal history records check through the Bureau of Criminal Identification and Investigation (BCII) and through Federal Bureau of Investigation (FBI) records.

The guidelines established by the Superintendent shall also direct that any information and records obtained from such inquiries are confidential and shall not be released or disseminated.

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.

Effect of Guilty Plea and/or Conviction of Enumerated Crimes

Professional staff members determined by virtue of a criminal records check to have pled guilty to or have been convicted of any offense enumerated under R.C. 3319.39(B)(1) including a judicial finding for intervention in lieu of conviction and/or participation in a pre-trial diversion program relating to any of the offenses listed therein, or who are otherwise determined to have engaged in conduct unbecoming the teaching profession under certain specific circumstances set forth in Policy 8141, are subject to mandatory State reporting requirements in addition to the initiation of an action by the Board to terminate their employment.

Suspension From Duties Involving Care, Custody or Control of a Child

In accordance with Policy 3138 and State law, the Superintendent shall immediately suspend a licensed professional staff member from all duties that require the care, custody, or control of a child during any pending criminal action for which that staff member has been arrested, summoned and/or indicted for any crimes set forth in R.C. 3319.39(C).

A comprehensive list of the crimes which must result in a suspension are set forth in AG 3121.

Physical Examination

All preschool teachers will be required to undergo physical examinations.

Evaluations

Teacher Evaluations – General

The Governing Board is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention divisions for teachers.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by Educational Service Center Teachers represented by the LPDC committee, for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Definitions

"OTES" – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" – For purposes of this policy, "teacher" means licensed instructor providing content-related student instruction and who is working under one of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006; or

C. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board.

The Superintendent, Treasurer, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning a holistic performance effectiveness rating.
Each teacher evaluation will result in an effectiveness rating of:

A. accomplished;

B. skilled;

C. developing; or

D. ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education.

The Superintendent shall annually file a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations, periodic informal observations also known as classroom walkthroughs, conferences and discussions. Such performance, will be assessed through a holistic professional growth process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*
understanding student learning and development and respecting the diversity of the students they teach;

A. understanding the content area for which they have instructional responsibility;

B. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

C. planning and delivering effective instruction that advances individual student learning;

D. creating learning environments that promote high levels of learning and student achievement;

E. collaborating and communicating with students, parents, other educators, Center administrators and the community to support student learning; and

F. assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and at least two classroom walkthroughs each school year.

B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to classroom walkthroughs unless the Superintendent waives the third observation.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self Assessment Summary Tool.

Professional Growth Plans and Professional Improvement Plans

Annually, each teacher must develop either a Professional Growth Plan or an Improvement Plan. The plan must be based on the results of the prior year evaluation.

All teacher Professional Growth and Improvement Plans must also be aligned to any school district and/or building improvement plan(s).

A. A teacher who is new to the profession or district develops a Professional Growth Plan collaboratively with the evaluator.

B. A teacher with a Final Holistic Rating of Accomplished develops a self-directed Professional Growth Plan annually and may choose their credentialed evaluator from those available to the Board for that purpose.

C. A teacher with a Final Holistic Rating of Skilled develops a Professional Growth Plan annually, working jointly with the evaluator.

D. A teacher with a Final Holistic Rating of Developing annually develops a Professional Growth Plan guided by the evaluator.

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

Formal Observation Procedure

A. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

B. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

B. Data gathered from the walkthrough must be placed on the form designated in the Teacher Evaluation Form and be shared with the employee within a reasonable amount of time.

Final Evaluation Procedures

Teacher performance is to be scored holistically. This means evaluators will assess which performance level provides the best overall description of the teacher's practice. The evaluator is to consider evidence gathered during any pre-conferences, the formal observations, the post-conference(s), classroom walkthroughs, informal conversations, and evidence of practice and professionalism.

The evaluator will review the final evaluation and rating with the teacher. The teacher will acknowledge receipt of the evaluation by signing the Final Evaluation Form.

Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for

and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

A. failing to complete all required written examinations under this section;

B. a failing score on a written examination(s) taken pursuant to this section;

C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or

D. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

"Retention" for the purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations" – Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing Teachers

Poorly performing teachers may be removed, upon recommendation of the Superintendent, either through nonrenewal or termination, when the following has been demonstrated:

A. failure of a core subject area teacher required to take a written examination to pass such an examination;

B. failure of core subject area teacher required to take a written examination to complete required professional development;

C. failure of core subject area teacher to complete all required written examinations;

D. receipt of an "Ineffective" rating by a core subject area teacher in the evaluation following passage of a written examination and completion of

required professional development.

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised code.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement. The evaluation system and procedures set forth in this policy shall not create and expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

Evaluation of Teachers on Limited Contract

The Governing Board recognizes the importance of implementing a program for the evaluation of teachers on limited contracts for the purpose of improving the quality of instruction received by the students, strengthening professional competence by identifying and correcting deficiencies, and for establishing a means for determining reemployment.

Each CCESC teacher on a limited contract or an extended limited contract shall be evaluated according to the terms of this policy in any school year in which the Board may wish to declare its intention not to reemploy said teacher.

The evaluation of each such teacher shall be conducted at least twice in the school year in which the Board may wish to declare its intention not to reemploy. One (1) evaluation shall be conducted and completed no later than January 15th. Each teacher being evaluated shall receive a written report of the results of this evaluation not later than January 25th. The second evaluation shall be conducted and completed between February 10th and April 1st. Each teacher being evaluated shall receive a written report of the results of this second evaluation not later than April 10th

Each evaluation shall consist of two (2) observations of the teacher instructing students, each of which is to be of at least thirty (30) minutes duration.

Each written report of the results of an evaluation in which the administrator includes specific recommendations regarding improvements needed in the performance of the teacher shall also include the means by which the teacher may obtain assistance in making such improvement.

The administrator conducting the evaluation is to ensure that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

Administrative guidelines shall be established by the Superintendent regarding the criteria for evaluating expected job performance in the areas of responsibility assigned to each teacher being evaluated as well as the evaluation procedures which will provide for compliance with the conditions of evaluation stated in this policy.

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

Evaluation of Classified Staff And Certified Non Teaching Staff

(See Form 4220 F1 and Form 4220 F3)

Evaluations of the classified staff member shall include:

A. an annual evaluation of every classification employee as specified in the written evaluation process;

B. a method of making records which insures:

1. entries are based on observable and verifiable facts;

2. note is taken of a classified staff member's strengths as well as weaknesses;

3. the same recording system will be used for all employees similarly situated;

4. all materials will be held confidential;

5. the classified staff member has an opportunity to append a written statement thereto.

6. a method of resolving disagreements between the evaluator and evaluate regarding objectives, evaluators, constraints, resources, methods, and frequency of evaluation by requesting a meeting between the Superintendent and/or Board.

Expense Reimbursements

Reimbursement for approved business expenses will be based on costs incurred solely by the employee. To receive reimbursement, employees must submit a properly completed and approved Expense Reimbursement Form along with all receipts.

Reimbursable expenses may include:

- Transportation
- Lodging
- Meals and incidentals
- Other related costs incurred while conducting official business for the Educational Service Center ("ESC" or "Center")

Mileage Reimbursement Guidelines:
Business-related mileage is reimbursable under the following conditions:

- Submit a Monthly Mileage Report approved by your Supervisor
- Parking receipts must be included for reimbursement
- Incomplete reports will be returned for correction
- Mileage is reimbursed at the Board-approved rate
- Reimbursement applies only to mileage incurred within the current fiscal year

Submission Deadlines

- Expense forms must be submitted to the Treasurer's Office within 60 days of the date of travel or expense
- Expenses incurred in May or June must be submitted by June 30th to qualify for reimbursement in the current fiscal year
- Late submissions beyond these deadlines will not be reimbursed

Fair Labor Standards Act/Overtime/Compensatory Time

The Clark County Educational Service Center follows the Fair Labor Standards Law, employees must have any time beyond contracted hours pre-approved by their supervisor before. The Clark County ESC does not participate in compensatory time.

Hazing and Bullying

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.

Harassment, intimidation, or bullying toward a student, whether by other students, staff, or third parties is strictly prohibited and will not be tolerated. This prohibition includes aggressive behavior, physical, verbal, and psychological abuse, and violence within a dating relationship. 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 Clark County Educational Service Center, including activities on school property, on a school bus, or while enroute to or from school, and those

occurring off school property if the student or employee is at any school-sponsored, school-approved or school-related activity or function, such as field trips or athletic events where students are under the school's control, in a school vehicle, or where an employee is engaged in school business.

This policy has been developed in consultation with parents, CCESC employees, volunteers, students, and community members as prescribed in R.C. 3313.666 and the State Board of Education's Model Policy.

Harassment, intimidation, or bullying means:

A. any intentional written, verbal, electronic, or physical act that a student or group of students exhibits toward another particular student(s) more than once and the behavior both causes mental or physical harm to the other student(s) and is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student(s); or

B. violence within a dating relationship.

"Electronic act" means an act committed through the use of a cellular telephone, computer, pager, personal communication device, or other electronic communication device.

Aggressive behavior is defined as inappropriate conduct that is repeated enough, or serious enough, to negatively impact a student's educational, physical, or emotional well being. This type of behavior is a form of intimidation and harassment, although it need not be based on any of the legally protected characteristics, such as sex, race, color, national origin, marital status, or disability. It would include, but not be limited to, such behaviors as talking, bullying/cyberbullying, intimidating, menacing, coercion, name calling, taunting, making threats, and hazing.

Harassment, intimidation, or bullying also means cyberbullying through electronically transmitted acts (i.e., internet, e-mail, cellular telephone, personal digital assistance (PDA), or wireless hand-held device) that a student(s) or a group of students exhibits toward another particular student(s) more than once and the behavior both causes mental and physical harm to the other student and is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student(s).

Any student or student's parent/guardian who believes s/he has been or is the victim of aggressive behavior should immediately report the situation to the Building Principal or assistant principal, or the Superintendent. The student may also report concerns to teachers and other school staff who will be responsible for notifying the appropriate administrator or Board official. Complaints against the Building Principal should be filed

with the Superintendent. Complaints against the Superintendent should be filed with the Board President.

Every student is encouraged, and every staff member is required to report any situation that they believe to be aggressive behavior directed toward a student. Reports may be made to those identified above.

All complaints about aggressive behavior that may violate this policy shall be promptly investigated. The Building Principal or appropriate administrator shall prepare a written report of the investigation upon completion. Such report shall include findings of face, a determination of whether acts of harassment, intimidation, and/or bullying were verified, and, when prohibited acts are verified, a recommendation for intervention, including disciplinary action shall be included in the report. Where appropriate, written witness statements shall be attached to the report.

If the investigation finds an instance of harassment, intimidation, and/or bullying/cyberbullying by an electronic act or otherwise, has occurred, it will result in prompt and appropriate remedial and/or disciplinary action. This may include suspension or expulsion for students, discharge for employees, exclusion for parents, guests, volunteers, and contactors, and removal from any official position and/or a request to resign for Board members. Individuals may also be referred to law enforcement officials.

If, during an investigation of a reported act of harassment, intimidation and/or bullying/cyberbullying, the Principal or appropriate administrator believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying and/or harassment to one of the Anti-Harassment Compliance Officers so that it may be investigated in accordance with the procedures set forth in Policy 5517 – Anti-Harassment.

Retaliation against any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry concerning allegations of aggressive behavior is prohibited and will not be tolerated. Such retaliation shall be considered a serious violation of Board policy and independent of whether a complaint is substantiated. Suspected retaliation should be reported in the same manner as aggressive behavior. Retaliation may result in disciplinary action as indicated above.

Deliberately making false reports about harassment, intimidation, bullying and/or other aggressive behavior for the purpose of getting someone in trouble is similarly prohibited and will not be tolerated. Deliberately making false reports may result in disciplinary action as indicated above.

If a student or other individual believes there has been aggressive behavior, regardless of whether it fits a particular definition, s/he should report it and allow the administration to determine the appropriate course of action.

The CCESC shall implement interventions strategies (AG 5517.01) to protect a victim or other person from new or additional harassment, intimidation, or bullying and from retaliation following such a report.

This policy shall not be interpreted to infringe upon the First Amendment rights of students (i.e., to prohibit a reasoned and civil exchange of opinions, or debate, that is conducted at appropriate times and places during the school day and is protected by State or Federal law).

The complainant shall be notified of the findings of the investigation, and as appropriate, that remedial action has been taken. If after investigation, acts of bullying against a specific student are verified, the Building Principal or appropriate administrator shall notify the custodial parent/guardian of the victim of such finding. In providing such notification care shall be taken to respect the statutory privacy rights of the perpetrator of such harassment, intimidation, and/or bullying.

If after investigation, acts of harassment, intimidation, and/or bullying by a specific student are verified, the Building Principal or appropriate administrator shall notify in writing the custodial parent/guardian of the perpetrator of that finding. If disciplinary consequences are imposed against such student, a description of such discipline shall be included in the notification.

Complaints

Students and/or their parents/guardians may file reports regarding suspected harassment, intimidation, or bullying. Such reports shall be reasonably specific including person(s) involved, number of times and places of the alleged conduct, the target of suspected harassment, intimidation, and/or bullying, and the names of any potential student or staff witnesses. Such reports may be filed with any school staff member or administrator, and they shall be promptly forwarded to the Building Principal for review, investigation, and action.

Students, parents/guardians, and school personnel may make informal or anonymous complaints of conduct that they consider to be harassment, intimidation, and/or bullying by verbal report to a teacher, school administrator, or other school personnel.

Such complaints shall be reasonably specific including person(s) involved, number of times and places of the alleged conduct, the target of suspected harassment, intimidation, and/or bullying, and the names of any potential student or staff witnesses. A school staff member or administrator who receives an informal or anonymous complaint shall promptly document the complaint in writing, including the information provided. This written report shall be promptly forwarded by the school staff member and/or administrator to the Building Principal for review, investigation, and appropriate action.

Individuals who make informal complaints as provided above may request that their name be maintained in confidence by the school staff member(s) and administrator(s) who receive the complaint. Anonymous complaints shall be reviewed and reasonable action shall be taken to address the situation, to the extent such action may be taken that (1) does not disclose the source of the complaint, and (2) is consistent with the due process rights of the student(s) alleged to have committed acts of harassment, intimidation, and/or bullying.

When an individual making an informal complaint has requested anonymity, the investigation of such complaint shall be limited as is appropriate in view of the anonymity of the complaint. Such limitation of investigation may include restricting action to a simple review of the complaint subject to receipt of further information and/or the withdrawal by the complaining student of the condition that his/her report be anonymous.

Privacy/Confidentiality

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

Reporting Requirement

At least semi-annually, the Superintendent shall provide to the President of the Board a written summary of all reported incidents and post the summary on the Center website (if one exists). The list shall be limited to the number of verified acts of harassment, intimidation, and/or bullying, whether in the classroom, on school property, to and from school, or at school-sponsored events.

Allegations of criminal misconduct and suspected child abuse will be reported to the appropriate law enforcement agency and/or to Child Protective Services in accordance with statute. Center personnel shall cooperate with investigations by such agencies.

Immunity

A CCESC employee, Student, or volunteer shall be individually immune from liability in a civil action for damages arising from reporting an incident in accordance with this policy and R.C. 3313.666 if that person reports an incident of harassment, intimidation, and/or bullying promptly, in good faith, and in compliance with the procedures specified in this

policy. Such immunity from liability shall not apply to an employee, student, or volunteer determined to have made an intentionally false report about harassment, intimidation, and/or bullying.

Notification

Notice of this policy will be **annually** circulated to and posted in conspicuous locations in all buildings and departments within the CCESC and discussed with students, as well as incorporated into the teacher, student, and parent/guardian handbooks. At least once each school year a written statement describing the policy and consequences for violations of the policy shall be sent to each student's custodial parent or guardian.

The statement may be sent with regular student report cards or may be delivered electronically.

The policy and an explanation of the seriousness of bullying by electronic means shall be made available to students in the CCESC and to their custodial parents or guardians.

State and federal rights posters on discrimination and harassment shall also be posted at each building. All new hires will be required to review and sign off on this policy and the related complaint procedures.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of aggressive behavior, including bullying and violence within a dating relationship. The Superintendent or designee shall provide appropriate training to all members of the CCESC community related to the implementation of this policy and its accompanying administrative guidelines. All training regarding the Board's policy and administrative guidelines about aggressive behavior and bullying in general, will be age and content appropriate.

Annually, the CCESC shall provide all students enrolled in the CCESC with age-appropriate instruction regarding the Board's policy, including a written and verbal discussion of the consequences for violations of the policy.

Students in grades seven (7) through twelve (12) shall receive age-appropriate instruction in dating violence prevention education, including instruction in recognizing dating violence warning signs and characteristics of healthy relationships. Parents, who submit a written request to the Building Principal to examine the dating violence prevention instruction materials used in the school, will be afforded an opportunity to review the materials within a reasonable period of time.

The CCESC shall provide training, workshops, and/or courses on this policy for school

employees and volunteers who have direct contact with students. Time spent by school staff in these training programs shall apply toward mandated continuing education requirements.

In accordance with Board Policy 8462, the Superintendent shall include a review of this policy on bullying and other forms of harassment in the required training in the prevention of child abuse, violence, and substance abuse and the promotion of positive youth development.

Hours of Work

Departure/Arrival time will be as required of the staff at the building where the staff member is assigned. Times vary according to individual schools and districts. All CCESC employees must sign in and sign out in their assigned school(s). Selected CCESC Office staff members will be provided the appropriate entry and exit procedures to enter Clark County ESC facilities when the facilities are closed. A list of authorized persons is to be maintained by the Assistant to the Superintendent, Support & Operations. The last person to leave the CCESC Office secures the building for the evening.

Supervisors will work with their staff on assigned times to meet work requirements. Staff assigned to the CCESC Office are to work their assigned hours.

A. All certificated employees are expected to be on duty all days within the scheduled work year.

B. All certificated staff assigned to individual buildings will work the schedules indicated by the district-adopted calendars and their current contract days.

C. All classified staff are scheduled to work according to their current contracts.

D. When entering or leaving the ESC building, staff (and guests) are asked to sign in and out at the front desk in the main office.

All employees will be assigned a work calendar to follow that designates work days and non-work days.

Insurance

Professional Liability Insurance is provided for each employee:
$1,000,000 Individual $3,000,000 aggregate. This covers any incident that may occur

while you are performing the duties of your job.

$25,000 Term Life Insurance at no cost to full time employees. You will enroll through Benologic and must list beneficiaries.

Health Insurance is offered to eligible employees and their dependents. If an employee's spouse is able to obtain insurance through his/her employer, he or she is not eligible for coverage with the CCESC. Employees must enroll 31 days of their date of hire or during the annual open enrollment. Annual open enrollment held starting in October with a plan year of January 1 through December 31st.

A "Qualifying Event" or "Family Status Change" allows you to make changes to your benefits during the plan year within 31 days. Following are examples of "qualifying events" or family status changes":

A. Birth of Child, adoption, or change in custody of a child.
B. Marriage or divorce
C. Death of a spouse or child
D. Spouses involuntary loss of coverage
E. A dependent's loss of eligibility (For example, your child loses his job and is no longer eligible for medical coverage and is under the age of 26)

If you have a qualifying event which is a change in family status between the close of open enrollment and the beginning of a new plan year, you can make changes to your benefits within 31 days of the event. Otherwise, you will have to wait until the next open enrollment.

Keys and ID Badges

When available, building keys are issued to employees who have offices in the education building. All staff members will be issued ID badges that should be worn when entering and working in any local school district building.

Leaves

All employees will be assigned a work calendar to follow that designates work days and non-work days.

Board Responsibility:
The board recognizes its statutory duty to pay employees of the CCESC in full for days on which they are absent from work for reasons of personal illness, disability, or pregnancy and have used sick, personal or vacation leave; and for reasons of illness, injury, or death in the employee's immediate family. CCESC employees may be paid for partial days on which they are absent for part of the day for which sick, personal or vacation leave is used.

All full-time employees of the CCESC eligible for sick leave will receive 15 such sick leave days annually at the rate of one and one-quarter (1.25) per month. Unused sick leave will be cumulative up to 250 days. Regular part-time employees will be entitled to sick leave in proportion to the time actually worked.

Sick leave will be prorated based on a percentage of days worked to 184 days, not to exceed the maximum of 15 Sick days. The calculated percentage will be rounded up to the nearest one-half day. A DAY is defined as the normal number of hours typically worked by the employee under contract.

The board will accept, by transfer, the accumulated sick leave up to 250 days, which any new employee has acquired in another position of public service in Ohio, provided that the last termination of such service will have been within the last ten (10) years.

Sick leave may be used for:

1) absence of the professional staff member due to personal illness, injury, pregnancy, or exposure to a contagious disease which could be communicated to other professional staff members or to students;

2) absence of the professional staff member due to illness or injury of someone in the professional staff member's immediate family. In this section, the professional staff member's immediate family is defined as:

a) a member of the immediate family of the professional staff member residing in the home of said professional staff member and the professional staff member's parents, brother, sister, son or daughter, stepchild, and a family member for whom the staff member has primary care, if not residing with the professional staff member.

b) The maximum number of days granted under this section will be five (5) days with the additional days requested and approved by the Superintendent and a Dr.'s note will be required.

c) The exact number of days granted under this section will be determined by the circumstances but more than five (5) days requires Board approval and a Dr.'s note/certification.

d) Absence due to death in the immediate family of a professional staff member. In this section, the immediate family of a professional staff member is defined as the father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, father in-law, mother-in-law, brother-in-law, sister-in-law, or any other relative of the professional staff member as approved by the Superintendent.

Sick and Extended Leave for Pregnancy

Use of Accumulated Sick Leave during FMLA:

Employees may use up to twelve (12) weeks max of accumulated sick leave to run concurrently with Family and Medical Leave Act (FMLA) leave, provided they meet the eligibility criteria and have sufficient accrued sick time available

Use of Extended Leave:

If a request is made in writing prior to childbirth, employees may be granted a leave of absence without pay due to pregnancy. The leave of absence will not extend beyond the current year in which it is given and in which childbirth takes place.
If complications arise and an extension of leave is requested through a doctor's statement, it will be reviewed by the Governing Board.
If the leave is used, it is the employee's responsibility to convert her hospitalization coverage to a direct payment plan, which will be carried at her cost.

Jury Duty

Should a professional staff member be called for jury duty, s/he will report it to the Superintendent/Director.

Staff members who choose to serve will not be penalized in any way for doing so. They will receive full pay if they endorse the check received from the court or pay the amount shown on their record slip, less travel allowance, within fifteen (15) days from return from jury duty.

While on jury duty, professional staff members are required to report 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.

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

Professional staff members must submit to their treasurer a record from the courts of the number of days served.

Assault Leave

In order to properly implement Board policy, these guidelines should be followed when utilizing Assault Leave.

Staff members must report the crime (an assault) by filing a police report against the assailant.

In order to be entitled to assault leave, a professional staff member will complete a signed report on forms approved by the Clark County ESC and submit it to the Superintendent within five (5) of the alleged assault.

If medical attention is required, submit a certificate from a licensed physician stating the nature of the disability and its probable duration.
Upon receipt of these documents, the Superintendent will review the materials and decide within five (5) workdays whether to grant the request. The Superintendent may conduct such investigations and interviews, as s/he deems necessary to verify the authenticity and severity of the assault.

Requests denied by the Superintendent may be appealed to the Board.

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

A professional staff member who falsifies a claim for assault leave will 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.

3436 - Personal Leave

The Governing Board recognizes that a professional staff member may need to be absent for a short time for personal reasons.

The Board reserves the right to specify within the limits of law, 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.
Up to three (3) full days of personal leave with pay may be used each contract year by full-time employees if approved by the Superintendent. Part time employees will be prorated based on a percentage of their days worked to 184 days, not to exceed the maximum of 3 Personal days. The calculated percentage will be rounded up to the nearest one-half day. A DAY is defined as the normal number of hours typically worked by the employee under contract. Personal leave is not cumulative and unused personal leave is converted to sick leave annually at the end of the contract period. Personal leave days will be prorated based on hire date. .30 hours monthly for 10 month employees and .25 hours monthly for 12 month employees.

The Superintendent shall develop administrative guidelines to ensure proper use of this leave. If personal leave is taken before fulfillment of contract, unearned leave will be

deducted from final pay.

Vacation

The Governing Board believes that it is beneficial to the Clark County Educational Service Center that personnel employed to work twelve months per year be given periodic relief from the responsibilities of their job without loss of compensation.

The Governing Board reserves the right to specify the conditions under which vacation time may be taken.

Each regular employee shall be entitled to an annual vacation with pay, based on length of service in the Clark County Educational Service Center.

Leave shall be accrued as follows:

0-8	years of service:	.83 days month =	10 days a contract year
9-14	years of service:	1.25 days a month=	15 days a contract year
15-24	years of service:	1.667 days a month=	20 days a contract year
25 +	years of service:	2.08 days a month=	25 days a contract year

Procedure –Non-certificated

Planned vacation periods shall be arranged with the appropriate supervisor. Continued minimum staffing of the CCESC, date of the request, and employee seniority will be considerations when scheduling vacation periods. Employees are expected to schedule their full vacation entitlement each contract year.

12 month employees may carry over a maximum of five (5) days vacation after December 31st.

Upon separation from employment, non-certificated employees shall be eligible for compensation for unused vacation leave according to the provisions of R.C. 3319.084.

Unpaid Leave of Absences FMLA Leave Qualifying Reasons for FMLA and Military Family Leave

In accordance with the Family and Medical Leave Act of 1993, as amended, ("FMLA"), eligible staff members may take up to twelve (12) work weeks of job-protected, unpaid leave, or substitute appropriate earned paid leave during the time approved by their physician for the following reasons:

A. the birth and/or care of a newborn child of the staff member, within one (1) year of the child's birth;

B. the placement with the staff member of a child for adoption or foster care, within one (1) year of the child's placement;

C. the staff member is needed to provide physical and/or psychological care for a spouse, child or parent with a serious health condition;

D. the staff member's own serious health condition makes him/her unable to perform the functions of his/her position;

E. or any qualifying exigency (as defined in applicable Federal regulations) arising out of the fact that the staff member's spouse, son, daughter, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces ("Qualifying Exigency Leave"). Covered active duty means duty during deployment with the Armed Forces to a foreign country.

In addition, an eligible staff member who is a spouse, son, daughter, parent or next of kin of a covered service member may take up to a total of twenty-six (26) work weeks of job-protected, unpaid leave, or substitute appropriate paid leave if the staff member has earned or accrued it, during a "single twelve (12) month period" to provide physical and/or psychological care for the covered service member ("Military Caregiver Leave"). 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 therapy, 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 Military Caregiver Leave is defined as an injury or illness incurred by a covered service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the covered service member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the service member medically unfit to perform the duties of his/her 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. The "single twelve (12) month period" for leave to care for a covered service member with a serious injury or illness begins the first day the staff member takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established below for general FMLA leave. During the "single twelve (12) month period", an eligible staff member is limited to a combined total of twenty-six (26) work weeks of unpaid leave for

any FMLA-qualifying reason. (Only twelve (12) of the twenty-six (26) work weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.)

Eligible Employees

Staff members are "eligible" if they have worked for the Board for at least twelve (12) months, **and** for at least 1,250 hours over the twelve (12) months prior to the leave request. All full-time instructional employees are deemed to meet the 1,250 hour requirement. Months and hours that members of the National Guard or Reserve would have worked if they had not been called up for military service counts towards the staff member's eligibility for FMLA leave. While the twelve (12) months of employment need not be consecutive, employment periods prior to a break in service of seven (7) years or more will not be counted unless the break is occasioned by the staff member's fulfillment of his/her National Guard or Reserve military obligation, or a written agreement exists concerning the Board's intention to rehire the staff member after the break in service.

Twelve (12) Month Period

Twelve (12) month period is defined as the twelve (12) 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).

Serious Health Condition

Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves in patient care or continuing treatment by a health care provider. As utilized in this policy, the term "incapacity" means an inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom. The term "treatment" includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. (Treatment does not include routine physical examinations, eye examinations, or dental examinations.)

A. Inpatient care means an overnight stay in a hospital, hospice, or residential medical-care facility, including any period of incapacity or subsequent treatment in connection with such inpatient care.

B. Continuing treatment by a health care provider, includes any one or more of the following:

    1.) "incapacity and treatment";

    2.) any incapacity related to pregnancy, or for prenatal care;

3.) any incapacity or treatment for such incapacity due to a chronic serious health condition;
4.) a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g. Alzheimer's, a severe stroke, terminal stages of a disease); or
5.) any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider for a.) restorative surgery after an accident, or b.) other injury or a condition that would likely result in a period of incapacity of more than three (3) consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

"Incapacity and treatment" involves a period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves a.) treatment two (2) or more times, within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist, by a healthcare provider, by a nurse under direct supervision of a healthcare provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider, or b.) treatment by a health care provider on at least one (1) occasion that results in a regimen of continuing treatment under the supervision of the health care provider.

Treatment by a health care provider as referenced above involves an in-person visit to a healthcare provider. The first (or only) in-person treatment visit must take place within seven (7) days of the first day of incapacity. The health care provider is responsible for determining whether additional treatment visits or a regimen of continuing treatment is necessary within the thirty (30) day period.

a. Regimen of continuing treatment includes a course of prescription medication (e.g.Antibiotics), or therapy requiring special equipment to resolve or alleviate the health condition (e.g. oxygen).

b. A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

A period of incapacity related to pregnancy need not involve a visit to the health care provider for each absence, and the absence need not last more than three (3) consecutive, full calendar days.

A chronic serious health condition is one that: a.) requires periodic visits (i.e. at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care

provider; b.) continues over an extended period of time (including recurring episodes of a single underlying condition); and c.) may cause episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy, etc.). A visit to a health care provider is not necessary for each absence, and each absence need not last more than three (3) consecutive, full calendar days.

With regard to permanent or long-term conditions, the employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

Conditions for which cosmetic treatments are administered (e.g. most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontic problems, periodontal disease, etc., are conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

Intermittent and Reduced Schedule Leave

The Treasurer may allow a staff member to take FMLA leave intermittently (i.e. leave in separate blocks of time for a single qualifying reason) or on a reduced schedule leave (i.e. reducing the employee's typical weekly or daily work schedule) for reason (A) or (B) on page 51/52. A staff member is entitled to take FMLA leave on an intermittent or reduced schedule leave when medically necessary as indicated in reasons (C) and (D) on page 51/52. A staff member may also take FMLA leave on an intermittent or reduced schedule leave for Qualifying Exigency Leave (i.e. reason (E) on page 51/52). Finally, Military Caregiver Leave may be taken on an intermittent or reduced schedule leave when medically necessary. Regardless, the taking of FMLA leave intermittently or on a reduced schedule 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 schedule leave is foreseeable based on planned medical treatment for the employee, a family member or a covered service member, the Treasurer may require the staff member to transfer temporarily, during the period the intermittent or reduced schedule leave is required, to an available alternative position for which the staff member is qualified and which better accommodates recurring periods of leave than the staff member's regular position. The alternative position shall have equivalent pay and benefits but not necessarily equivalent duties. The Superintendent may also transfer the staff member to a part-time job with the same hourly rate of pay and benefits, provided the staff member is not required to take more leave than is medically necessary. Instructional staff members (i.e. individuals whose principal function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced schedule leave because of reasons © or (D) on page 51/52 or pursuant to Military Caregiver Leave and leave would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave must elect either to:

A. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

B. transfer temporarily to an available alternative position offered by the Treasurer for which the instructional staff member is qualified, and that has equivalent pay and benefits that better accommodates the recurring periods of leave than the staff member's regular position.

When leave is needed for planned medical treatment, the staff member must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Center's operations, subject to the approval of the health care provider.

If the Treasurer agrees to permit FMLA leave intermittently or on a reduced schedule leave for reason (A) or (B) on page 51/52, the Board may also require the staff member to transfer temporarily, during the period the intermittent or reduced schedule leave is required, to an available alternative position for which the staff member is qualified and which better accommodates recurring periods of leave then does the staff member's regular position.

Staff Member Notice Requirements (Forms available at the U.S. Department of Labor Website: www.dol.gov)

Staff members seeking to use FMLA leave (including Military Caregiver Leave) are required to provide thirty (30) day's advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than thirty (30) days in advance, the staff member must provide notice as soon as practicable - generally, either the same or next business day. When the need for leave is not foreseeable, the staff member must provide notice as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, staff members must comply with the Board's usual and customary notice and procedural requirements for requesting leave. Failure to provide timely notice may result in the leave being delayed or denied, and/or possible disciplinary action.

Staff members must provide "sufficient information" for the Treasurer to determine whether the FMLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job, that the staff member or his/her qualifying family member is under the continuing care of a health care provider, that the requested leave is for a particular qualifying exigency related to a qualifying family member's covered active duty or call to covered active duty status, or that the leave due to a qualifying family member who is a covered service member with a serious injury or illness. The information may also include
the anticipated timing and duration of the leave.

Substitution of Paid Leave

The staff member may request to "substitute" (i.e. run concurrently) any of his/her earned or accrued paid leave (e.g. sick leave, personal leave, assault leave, vacation leave, family leave) for unpaid FMLA leave that is authorized by their physician. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the Center's normal leave policy. A staff member electing to use any type of paid leave concurrently with FMLA leave must follow the same terms and conditions of the Board's policy that apply to other employees for use of such leave. The staff member is always entitled to unpaid FMLA leave if s/he does not meet the Board's conditions for taking paid leave.

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

Center Notice Requirements (Forms available at the U.S. Department of Labor Website: www.dol.gov)

The Treasurer is directed to post the Department of Labor approved Notice explaining employees' rights and responsibilities under the FMLA. Additionally, this general notice shall be included in employee handbooks or other written guidance to staff members concerning benefits or leave rights or, in the alternative, distributed to each new staff member upon hiring.

When a staff member requests FMLA leave or the Center acquires knowledge that leave may be for an FMLA purpose, the Treasurer shall notify the staff member of his/her eligibility to take leave, and inform the staff member of his/her rights and responsibilities under the FMLA (including the consequences of failing to meet those obligations). Along with the Notice of Rights and Responsibilities, the Treasurer will attach any medical certification that may be required, and a copy of the employee's essential job functions. If the Treasurer determines the staff member is not eligible for FMLA leave, the Treasurer must state at least one (1) reason why the staff member is not eligible. Such notice may be given orally or in writing and should be given within five (5) business days of the request for FMLA leave, absent extenuating circumstances. When oral notice is given, it must be followed by written notice within five (5) business days.

Staff member eligibility is determined (and notice provided) at the commencement of the first instance of leave for each FMLA-qualifying reason in the applicable twelve (12)

month period. All FMLA absences for the same qualifying reason are considered a single leave and staff member eligibility as to that reason for leave does not change during the applicable twelve (12) month period. If at the time a staff member provides notice of a subsequent need for FMLA leave during the applicable twelve (12) month period due to a different FMLA-qualifying reason and the staff member's eligibility status has not changed, no additional eligibility notice is required. If, however, the staff member's eligibility status has changed, the Treasurer must notify the staff member of the change in eligibility status within five (5) business days, absent extenuating circumstances.

If the specific information provided by the Notice of Rights and Responsibilities changes, the Treasurer shall, within five (5) business days of receipt of the staff member's first notice of need for leave subsequent to any changes, provide written notice referencing the prior notice and setting forth any of the information in the Notice of Rights and Responsibilities that has changed.
When the Treasurer has sufficient information to determine that leave is being taken for an FMLA qualifying reason (e.g. after receiving certification), the Treasurer shall notify the staff member whether the leave will be designated and counted as FMLA leave. Leave that qualifies as **both** Military Caregiver Leave and leave to care for a qualifying family member with a serious health condition (i.e. reason (C)) must be considered as Military Caregiver Leave in the first instance. This designation must be in writing and must be given within five (5) business days of the determination, absent extenuating circumstances. Additionally, when appropriate, the Treasurer shall notify the staff member of the number of hours, days and weeks
that will be counted against the employee's FMLA entitlement, and whether the employee will be required to provide a fitness-for-duty certification to return to work.

Only one Designation Notice is required for each FMLA-qualifying reason per applicable twelve (12) month period, regardless of whether the leave taken due to the qualifying reason will be a continuous block of leave or as intermittent or on a reduced schedule leave. If the Treasurer determines the leave will not be designated as FMLA-qualifying (e.g. if the leave is not for a reason covered by the FMLA or the staff member's FMLA leave entitlement has been exhausted), the Treasurer shall notify the staff member of that determination. If the staff member is required to substitute paid leave for unpaid FMLA leave, or if paid leave taken under an existing leave plan is being counted as FMLA leave, the "Designation Notice" shall include this information.
Additionally, the "Designation Notice" shall notify the staff member if s/he is required to present a fitness-for-duty certification to be restored to employment. Further, if the fitness-for-duty certification is required to address the staff member's ability to perform the essential functions of his/her job, that will be indicated on the Designation Notice, and a list of the essential functions of the staff member's position will be included.

If the information provided to the staff member in the Designation Notice changes, the Treasurer shall provide, within five (5) business days of receipt of the staff member's first notice of need for leave subsequent to any change, written notice of the change.

In the case of intermittent or reduced-leave schedule leave, only one such notice is required unless the circumstances regarding the leave have changed.

Limits on FMLA When Both Spouses are Employed by the Board

When an eligible husband and wife are both employed by the Board, they are limited to a combined total of twelve (12) workweeks of FMLA leave during any twelve (12) month period if the leave is taken for reason (A) or (B) on page one, or to care for the staff member's parent who has a serious health condition. Where the husband and wife both use a portion of the total twelve (12) week FMLA leave entitlement for reason (A) or (B) on page, or to care for a parent, the husband and wife are each entitled to the difference between the amount s/he has taken individually and the twelve (12) weeks of FMLA leave for other purposes.

When an eligible husband and wife are both employed by the Board, they are limited to a combined total of twenty-six (26) workweeks of Military Caregiver Leave during the "single twelve (12) month period" if the leave is taken for reason (A) or (B) on page one, or to care for the staff member's parent who has a serious health condition, or to care for a covered service member with a serious injury or illness.

Certification

When FMLA leave is taken for either reason (C) or (D) on page 1, the staff member must provide medical certification from the health care provider of the eligible staff member or his/her immediate family member.

The staff member may either:

a. submit the completed medical certification to the Treasurer; or

b. direct the health care provider to transfer the completed medical certification directly to the Treasurer, which will generally require the staff member to furnish the health care provider with a HIPAA-compliant authorization.

When the need for FMLA leave is foreseeable and at least thirty (30) days notice has been provided, the staff member must provide the medical certification before the leave begins. When this is not possible, the employee must provide the requested certification to the Treasurer within fifteen (15) calendar days after the staff member requests FMLA leave unless it is not practicable under the circumstances to do so despite the staff member's diligent and good faith efforts.

The Board reserves the right to require second or third opinions (at the Board's expense), and periodic recertification of a serious health condition. If a third opinion is sought, that opinion shall be binding and final.

The staff member may either:

A. submit the opinion of the second health care provider, and the opinion of the third health care provider if applicable, to the Treasurer;

B. direct the second or third health care provider to transfer his/her opinion directly to the Treasurer, which will generally require the staff member to furnish the health care provider with a HIPAA-compliant authorization.

In the event that the staff member fails to provide the medical opinion of the second or third health care provider, if applicable, any leave taken by the staff member shall not constitute FMLA leave.

Recertification

Recertification may be required no more often than every thirty (30) days in connection with an absence by the staff member unless the condition will last for more than thirty (30) days. For conditions that are certified as having a minimum duration of more than thirty (30) days, the Center will not request recertification until the specified period has passed, except that in all cases the staff member must submit recertification every six (6) months in connection with an absence by the employee. Additionally, the Treasurer may require a staff member to provide recertification in less than thirty (30) days if the staff member requests an extension of leave, the circumstances described in the previous certification have changed significantly, or if the Center receives information that casts doubt upon the staff member's stated reason for the absence or the continuing validity of the certification. Finally, staff members must provide a new medical certification each leave year for medical conditions that last longer than one (1) year.

Staff members requesting Qualifying Exigency Leave are required to submit to the Treasurer a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party.

Staff members requesting Military Caregiver Leave are required to submit to the Treasurer certification completed by an authorized health care provider or a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family.

The Board authorizes its health care provider and/or management official – but not the staff member's direct supervisor – to authenticate or clarify a medical certification of a serious health condition, or an ITO or ITA (i.e. medical certification provided for reasons (C) or (D) on page one or Military Caregiver Leave). Additionally, the Treasurer is authorized to contact the individual or entity named in the Qualified Exigency Leave certification for purposes of verifying the existence and nature of the meeting.

A staff member who takes leave for reason (D) on page one, prior to returning to work,

must provide the Treasurer with a fitness-for-duty certification that specifically addresses the staff member's ability to perform the essential functions of his/her job. The fitness-for-duty certification shall only apply to the particular health condition that caused the staff member's need for FMLA leave. If reasonable safety concerns exist, the Treasurer may, under certain circumstances, require a staff member to submit a fitness-for-duty certification before s/he returns to work from intermittent FMLA leave. The cost of the certification shall be borne by the staff member.

Job Restoration & Maintenance of Health Benefits

Upon return from FMLA leave, the Board shall restore the staff member to his/her former position, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. During FMLA leave, the Board shall maintain the staff member's current coverage under the Board's group health insurance program on the same conditions as coverage would have been provided if the staff member had been continuously working during the leave period. If the staff member was paying all or part of the premium payments prior to going on FMLA leave, the staff member must continue to pay his/her share during the leave.

Any leave or return from leave during the last five (5) weeks of an academic term shall be reviewed individually by the Treasurer to minimize disruption to the students' program.

The staff member shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave. The use of FMLA leave shall not result in the loss of any employment benefit that the staff member earned or was entitled to before using FMLA leave. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked or perfect attendance, and the employee does not meet the goal due to FMLA leave, payment shall be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.

A staff member shall have no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed.

If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition that entitles the staff member to leave pursuant to reasons (C) or (D) on page one or Military Caregiver Leave, or for circumstances beyond the control of the staff member, the staff member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period.
Generally, a staff member may not be required to take more FMLA leave than necessary to resolve the circumstance that precipitated the need for leave.

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

The Treasurer shall prepare any guidelines that are appropriate for this policy and verify that the policy is posted properly.

Copies of this policy shall be available to staff members upon request.

Other Unpaid Leaves

In order to properly implement Governing Board Policy, these guidelines should be followed when utilizing Uncompensated Leave.

Purpose:

Uncompensated leave may be requested for the following purposes:

1) study
2) travel
3) special work assignment
4) public service commitment
5) restoration of health

Eligibility: Uncompensated leave may be granted to either probationary or tenured employees.

Application: Request for uncompensated leave will be made to the Board, Treasurer, or principal at least four (4) weeks in advance of the desired start date.

Special consideration will be given to emergencies but in no case will leave be permitted to start at any time except at:

1) the start of a semester;
2) the start of a school year.

All applications are subject to final approval by the Board and the Treasurer. Period of Leave An uncompensated leave may be granted for a period of one (1) school year.

Extensions for one (1) school year maximum will be considered upon proper application as per C.

Renewal will require clear evidence that the Clark County ESC's interests will not be adversely affected.

Commitment of Professional Staff Member The professional staff member granted an uncompensated leave will inform the Board within sixty (60) days of the scheduled return date as to his/her intentions. If said notification is not received, action will be taken to terminate employment. Upon return from leave for health reasons, the professional staff member will furnish a physician's certificate stating that s/he is able to resume normal duties.

Commitment of Employer At the expiration of uncompensated leave, the professional staff member will be offered a position for which s/he is certified. Time on uncompensated leave will not count as time on the job. Course credit obtained during uncompensated leave may be applied toward credit on the salary schedule.
While on uncompensated leave, a professional staff member will be entitled to insurance benefits provided to his/her peers if s/he pays the premiums, therefore and the insurance carrier approves.
The professional staff member will bear sole responsibility for the purchase of S.T.R.S credit during uncompensated leave.

Local Professional Development Committee

Governing Board Responsibility

The Governing Board directs the Superintendent to establish a Professional Development Committee that is in compliance with State law.

It shall consist of no more than three (3) members of the teaching certified staff and two (2) District administrators: one of who shall be the Superintendent.

Superintendent Responsibility

The Superintendent in consultation with the committee shall be responsible for establishing the guidelines by which the committee is to function. Among these guidelines should be:

A. a set of bylaws governing when the committee will meet and where, how the committee will select and replace members, the manner in which voting will occur, and the procedure the committee will use to hear appeals of its decisions;

B. the criteria that will be used to determine whether or not a professional development plan will be approved;

C. procedures for assessing the extent to which a staff member's professional development plan has been accomplished.

The District will coordinate with a county wide consortium for development of operating procedures and training of the committee.

The Superintendent shall report periodically to the Board on the operation of this important committee and on the progress staff members are making in fulfilling their professional development plans.

Personnel Files

It is necessary for the orderly operation of the Educational Service Center to prepare a personal information system for the retention of appropriate files bearing upon an employee's duties and responsibilities to the Center and the Center's responsibilities to the employee.

The Governing Board requires that accurate, necessary and relevant records exist concerning an employee's qualifications for the job held, compliance with Federal, State, and local benefit programs, conformance with Center rules, and job performance, including, but not limited to completed evaluations of the employee. Such records will be kept in compliance with the laws of the State of Ohio.

The Board delegates the maintenance of an employee personal information system to the Treasurer.

A single central file shall be maintained, and subsidiary records shall be maintained for ease in data gathering only.

Employees asked to supply information for a personnel file shall be informed whether requested information is legally required. If it is not, the employee may decline to supply the information.

Only that information which pertains to the professional role of the employee may be placed in an employee's official record file by duly authorized Board personnel. A copy of each such entry shall be given to the employee upon request.

The employee shall have access to his/her file upon request.

Personnel records are predominantly public records and to that extent must be made available for inspection and copying in accordance with State and Federal laws pertaining to same. In accordance with the Federal Privacy Act and case law, the Board shall refrain from disclosing an employee's social security number when releasing personnel records. Further, if an employee presents to the Center a valid confidentiality program authorization issued by the Secretary of State certifying that the employee is a participant in the Safe at Home/Address Confidentiality Program , the Board shall refrain from including the employee's actual/confidential residential address in any personnel records, personnel files, or staff directories (including electronic records and files) or disclosing the employee's actual/confidential residential address when releasing personnel records. The Board shall only list the address designated by the Secretary of State to serve as the employee's address in any personnel records, personnel files, or staff directories. Further, the Board shall use the employee's designated address for any and all communications and correspondence between the Board and the employee. The employee's actual/confidential residential address shall be maintained in a separate confidential file that is not accessible to the public or any employees without a legitimate purpose. Additionally, if applicable, the employee's school, institution of higher education, business, or other place of employment (as specified on an application to be a program participant or on a notice of change of name or address) shall be maintained in a confidential manner. The intentional disclosure of an employee's actual/confidential residential address is prohibited. Any violations could result in disciplinary action or criminal prosecution.

Personnel records shall be monitored regularly to assure compliance with this policy and the law. Records deemed no longer accurate, relevant or necessary under this policy may be submitted to the Center Records Commission for disposal in accordance with law.

Policies/Guidelines/Job Descriptions

The Governing Board maintains policies, the administration maintains guidelines and job descriptions applicable to all positions with the Clark County Educational Service Center.

Professional Development

The Governing Board believes that professional development is an important part of employee success. Employees may request to attend professional development opportunities through their supervisors and may receive up to $300 to attend workshops annually with proper prior approval.

Public Records

The Governing Board is responsible for maintaining the public records of the Clark County

Educational Service Center and to make such records available to residents of Ohio for inspection and reproduction in strict adherence to the State's Public Records Act.

The Board will utilize the following procedures regarding the availability of public records. "Public records" are defined as any document, device, or item, regardless of physical form or characteristic, including an electronic record created or received by or coming under the jurisdiction of the Board or its employees, which serves to document the organization, functions, policies, decisions, procedures, operations, or other activities of the Center. "Electronic record" is defined as a record created, generated, sent, communicated, received, or stored by electronic means. "Public records" do not include medical records, documents containing genetic information, trial preparation records, confidential law enforcement investigatory records, records the release of which is prohibited by State or Federal law, and any other exceptions set forth in R.C.
149.43. Confidential law enforcement investigatory records, medical records, and trial preparation records are as defined in R.C. 149.43.

The CCESC's public records shall be organized and maintained so that they are readily available for inspection and copying. As such, public records will be available for inspection during regular business hours, with the exception of published holidays. The CCESC's public records shall be promptly prepared and made available for inspection. A reasonable period of time may be necessary due to the volume of records requested, the proximity of the location where the records are stored, and/or for the CCESC to review and redact non-public/confidential information contained in the record. Upon request, a person may receive copies of public records, at cost, within a reasonable period of time.

Each request for public records shall be evaluated for a response at the time it is made. The requestor must minimally identify the record(s) requested with sufficient clarity to allow the Center to identify, retrieve, and review the record(s). if a requester makes an ambiguous or overly broad request or has difficulty in making a request for inspection or copies of public records such that the Center's Record Officer cannot reasonably identify what public records are being requested, the Center Record Officer or designee may deny the request but shall provide the requestor with an opportunity to revise the request by informing the requester of the manner in which records are maintained by the Center and accessed in the ordinary course of business. The requester shall not be required to provide his/her identity or the intended use of the requested public record(s).

At the time of the request, the records custodian shall inform the person making the request of the estimated length of time required to gather the records. All requests for public records shall be satisfied or acknowledged by the Center promptly following the receipt of the request. If the request for records was in writing, the acknowledgement by the Center shall also be in writing.

Any request deemed significantly beyond routine, such as seeking a voluminous number of copies and/or records, or requiring extensive research, the acknowledgement shall include the following:

A. an estimated number of business days necessary to satisfy the request

B. an estimated cost if copies are requested

C. any items within the request that may be exempt from disclosure

The Superintendent is authorized to grant or refuse access to the records of this Center in accordance with the law. Any denial, in whole or in part, of a public records request must include an explanation, including legal authority. If portions of a record are public and portions are exempt, the exempt portions are to be redacted and the rest released. If there are redactions, the requester must be notified of the redaction and/or the redaction must be plainly visible, and each redaction must be accompanied by a supporting explanation, including legal authority. If the request for records was in writing, the explanation shall also be in writing.

A person may obtain copies of the Center's public records upon payment of a fee. A person who requests a copy of a public record may request to have said record duplicated on paper, on the same medium on which the Center keeps the record, or on another medium in which the custodian of the records determines that said record reasonably can be duplicated as an integral part of normal operations. A person who requests a copy of a public record may also choose to have that record sent to him/her by United States mail or by other means of delivery or transmission provided the person making the request pays in advance for said record as well as the costs for postage and mailing supplies.

The number of records requested by a person that the Center will transmit by U.S. mail shall be limited to ten (10) per month, unless the person certifies, in writing to the Center, that the person does not intend to use or forward the requested records, or the information contained in them, for commercial purposes. "Commercial" shall be narrowly defined and does not include reporting or gathering news, reporting gathering information to assist citizen oversight or understanding of the operation or activities of the Center, or nonprofit educational research. (R.C. 149.43(B)(7))

Those seeking public records will be charged only the actual cost of making copies.

The charge for paper copies is ten cents ($0.10) per page.

The charge for downloading computer files to a compact disk is $ 5.00 per

disc. There is no charge for documents e-mailed.

Documents in electronic mail format are records as defined by the Ohio Revised Code when their content relates to the business of the Center (i.e., they serve to document the organization, functions, policies, decisions, procedures, operations, or other activities of the Center). E-mail shall be treated in the same fashion as records in other formats and

shall follow the same retention schedule.

Records in private e-mail accounts are subject to disclosure if their content relates to public business, and all employees or representatives of the Center are responsible for retaining e-mails that meet the definition for public records and copying them to their Center e-mail account(s) and/or to the records custodian.

The records custodian shall treat such e-mail/records from private accounts as records of the Center. These records shall be filed appropriately, retained in accordance with the established schedules, and made available for inspection and copying in accordance with the Public Records Act.

Private e-mail, electronic documents, and documents ("private records") that do not serve to document the Center's organization, functions, policies, decisions, procedures, operations or other activities are not public records. Although private records do not fall under Policy 8310 or AG 8310A, they may fall under Policy 8315 – "Information Management" and/or AG 8315 – "Litigation Hold Procedure".

No public record may be removed from the office in which it is maintained except by a Board officer or employee in the course of the performance of his/her duties.

Nothing in this policy shall be construed as preventing a Board member, in the performance of his/her official duties, from inspecting any record of this Center, except student records and certain confidential portions of personnel records.

A School Center Records Commission shall be established consisting of the Board President, Treasurer, and Superintendent of Schools in accordance with law to judge the advisability of destroying Center records. Record retention schedules shall be updated regularly and posted prominently. The Commission shall meet at least once every twelve (12) months.

The Superintendent shall provide for the inspection, reproduction, and release of public records in accordance with this policy and with the Public Records Law. Administrative guidelines shall be developed to provide guidance to Center employees in responding to public records requests. The Superintendent shall require the posting and distribution of this policy in accordance with statute.

Public School Works

Public School Works is an online tool used to give staff annual training mandated by State and Federal regulatory compliance requirements. Each staff member will have a list of courses he/she must complete based on his/her assignment at the CCESC.

At the start of each school year, staff members will receive an email notification that

their courses are ready and a window in which the courses must be completed. Failure to complete the assigned coursework within the assigned window may result in the staff member being removed from his or her assignment. Staff members can access Public School Works using the link located in the staff resources portion of the CCESC website https://www.clarkesc.org/staff#:~:text=Safety-,Training,-LPDC

Reduction in Force (RIF)

Teaching Staff

It is the responsibility of the Governing Board to provide appropriate staffing levels for the implementation of the educational program of the Clark County Educational Service Center and the operation of the schools and to do so efficiently and economically.

The Board reserves the right to reduce positions and to suspend the contracts of staff members pursuant to such reduction whenever reasons of a reduction in the total number of students or particular services the Board is required to provide under all interdistrict contracts as a result of the termination or nonrenewal of one (1) or more of such contracts, return to duty of regular professional staff members after leaves of absence, suspension of schools or territorial changes affecting the CCESC, or financial 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.

In making any such reduction the Board will suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field or service area affected, give preference first to teachers on continuing contract. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

Continuing contract teachers whose contracts are suspended shall have a right to restoration of employment in order of seniority of service in the CCESC if and when teaching positions become vacant or are created for which any such teachers are or become qualified. No continuing contract teacher whose contract has been suspended will forfeit such right to restoration by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time prior to the suspension of his/her contract, to a position requiring a lesser percentage of employment than s/he previously held with the Clark County Educational Service Center.

Support Staff

It is the responsibility of the Governing Board to provide appropriate staffing levels for the implementation of the educational program of the Clark County Educational Service Center and the operation of the schools and to do so efficiently and economically.

The Board reserves the right to reduce positions and to suspend the contracts of staff members pursuant to such reduction whenever reasons of a reduction in the total number of students or particular services the Board is required to provide under all interdistrict contracts as a result of the termination or nonrenewal of one or more of such contracts, the return to duty of regular staff members after leaves of absence, suspension of schools or territorial changes affecting the CCESC, or financial 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.

In making any such reduction, 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 and then to employees on the basis of seniority.

Continuing contract employees whose contracts are suspended shall have a right to restoration of employment in order of seniority of service in the CCESC if a non-teaching position for which the employee is qualified becomes vacant or is created. Such continuing contract employees will not forfeit such right to restoration by reason of having declined recall to a position with fewer hours.

Reporting Child Abuse

The Governing Board is concerned with the physical and mental well-being of the students of this Educational Service Center and will cooperate in the identification and reporting of cases of child abuse or neglect in accordance with the law.

Every Board official and employee who, in connection with his/her position, knows or suspects child abuse or neglect must immediately report that knowledge or suspicion to a public children's services or local law enforcement agency. Such reporting is required in every case that reasonably indicates that a child under the age of eighteen (18) or a physically or mentally disabled child under the age of twenty-one (21) has been abused (physically or mentally) or neglected or faces the threat of being abused or neglected.

The Board official and employee making the report shall also notify the appropriate administrator according to the Center's Reporting Procedure for Student Abuse or Neglect and shall secure prompt medical attention to any such injuries reported.

Each Principal should be mindful of the possibility of physical or mental abuse being inflicted on a student by an employee. Any such instances, whether real or alleged, should be dealt with in accordance with the administrative guidelines established by the Superintendent.

Board officials and employees must report suspected abuse to a public children's services or local law enforcement agency even when the suspected abuser is another official or employee.

The identity of the reporting person shall be confidential, subject only to disclosure by consent or court order. Information concerning alleged child abuse of a student is confidential information and is not to be shared with any unauthorized person. A staff member who violates this policy may be subject to disciplinary action and/or civil and/or criminal penalties.

In accordance with the law, the Board will provide appropriate instruction on personal safety and assault prevention to all students in grades K-6.

In addition, the Superintendent shall provide a program of in-service education for all nurses, teachers, counselors, school psychologists, mental health providers, and administrators who work in the Center's elementary, middle, and high schools and any other personnel that the Board determines appropriate. The in-service education program will include school safety, violence prevention including human trafficking content, youth suicide awareness, and prevention, prevention of child abuse, substance abuse, promotion of positive youth development, and a review of Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior.

The Board shall adopt or adapt an evidence-based awareness and prevention curriculum approved by the Ohio Department of Education (ODE), or alternatively will utilize a suicide awareness and prevention curriculum that has been developed in consultation with public or private agencies/persons involved in youth suicide awareness and prevention and that has been approved by the ODE.

The in-service education provided to middle and high school employees shall include training in the prevention of dating violence.

All newly-employed mental health providers, nurses, teachers, counselors, school psychologists, and administrators who work in the Center's elementary, middle and high schools shall complete at least four (4) hours of in-service training within two (2) years of the date of employment.

Additional training must occur every two (2) years thereafter for suicide awareness and prevention, and every five (5) years thereafter for school safety, violence prevention, prevention of child abuse, prevention of substance abuse and promotion of positive youth development.

The Center shall be registered with the SaferOH tip line operated by the Department of Public Safety or shall enter into an agreement with an anonymous reporting program selected by the Board that meets the requirements set forth in law (R.C. 3313.6610).

The Center shall submit data to the Ohio Department of Education (ODE), in a manner prescribed by the Department, and to the Department of Public Safety at the end of the

first full school year of the Center's participation in the anonymous reporting program, and at the end of each school year thereafter, disaggregated by the school.

The data shall be considered records and are not public records under R.C. 149.433.

The Superintendent will promote and inform students about the selected program and its reporting methods.

A law enforcement officer or children's services agency investigating child abuse or neglect may interview a student on school grounds only in accordance with Board Policy 5540.

Resignation/Termination/Non-Renewal

Resignation or Termination

Without the consent of the Board, a certified staff member may not terminate their contract after the 10th day of July of any contract year, or during the school year term.

A teacher desiring to resign should submit an original, signed letter or resignation to the Business Office. A certified employee's resignation, which is accepted by the Board, terminates such a contract by the individual. Resignations between contract years for classroom personnel shall be effective 8/1 for those employed on 8/1-7/31 contract years, and for extended contract personnel (beyond 9 months in length) shall be effective 7/1 for those on 7/1-6/30 contract years.

Termination of certified staff members shall be governed by R.C. §3319.16 and Board Policies.

Non-Renewal

A. The Board, upon the recommendation of the Superintendent, may exercise its option under law not to renew the contract of a teacher under a limited contract provided all provisions in statute have been observed with regard to the evaluation of the employee.

   A teacher employed under a limited contract, but not eligible for consideration for employment under a continuing contract, shall be considered to be reemployed unless the Board, acting on the Superintendent's recommendation, gives the teacher notice of its intention not to reemploy in accordance with R.C. §3319.11.

B. The Board, upon the recommendation of the Superintendent, may exercise its option under law not to renew the contract of an administrator under a limited contract provided all provisions in statute have been observed with regard to the evaluation of the employee. Nonrenewal of

an administrator's contract shall be done in accordance with R.C. §3319.02.

Sexual and Other Forms of Harassment

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

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful harassment"), and encourages those within the School Center community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

Other Violations of the Anti-Harassment Policy

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

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined

herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School Center community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or

C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

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

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working,

and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same another gender.

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

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

A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

B. Unwanted physical and/or sexual contact.

C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

E. Sexually suggestive objects, pictures, graffiti, videos, audio recordings or literature, placed in the work or educational environment, that may reasonably embarrass or offend individuals.

F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

H. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

I. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

L. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

M. Inappropriate boundary invasions by a Center employee or other adult member of the School Center community into a student's personal space and personal life.

N. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

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

Race/Color Harassment

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

Religious (Creed) Harassment

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

religious slurs.

National Origin/Ancestry Harassment

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

Disability Harassment

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

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the Center's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

Associate Superintendent

Clark County Educational Service Center
4170 Allium Court

Springfield, OH 45505

937-325-7671

The names, titles, and contact information of these individuals will be published annually on the School Center's website.

The Compliance Officer(s) is responsible for coordinating the Center's efforts to comply with applicable Federal and State laws and regulations, including the Center's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the Center community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School Center community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other Center-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to the Compliance Officer(s) within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer(s) or designee must contact the Complainant, if age eighteen (18) or older, or Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Reports and Complaints of Harassing Conduct

Members of the School Center community, along with Third Parties are required to promptly report incidents of harassing conduct to an administrator, supervisor or other School Center official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other Center official who receives such a report shall file it with the Compliance Officer within two (2) days of receiving the report of harassment.

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

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to Compliance Officer who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 3362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

Investigation and Complaint Procedure (See Form 3362 F1)

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee or other member of the School Center community or Third Party (e.g., visitor to the Center) who believes that they have been subjected to unlawful harassment or retaliation may seek resolution of the complaint the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

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

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

Informal Complaint Procedure

The goal of the informal complaint procedure is promptly to stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School Center community, or Third Party who alleges unlawful harassment or retaliation.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

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

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is inappropriate and must stop. The Complainant individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant l if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator; (2) directly to one of the Compliance Officers; and/or (3) to the Superintendent or other Center-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below own or appoint another individual to facilitate an informal resolution.

The Board's informal complaint procedure is designed to provide employees, other members of the School Center community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

A. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

B. Distributing a copy of this as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.

C. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer/designee is directed to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant proceeds to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

The Complainant may file a formal complaint, either orally or in writing, with a teacher, principal, the Compliance Officer, Superintendent, or other Center official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, Superintendent, or other Center official, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer within two (2) business days.

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

All formal complaints must include the following information to the extent it is known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

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

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer/designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the Compliance Officer/designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint.

The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

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

counsel before finalizing the report to the Superintendent.

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

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

A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's receipt of the Superintendent's final decision. The written statement of appeal must be submitted to the Treasurer/CFO.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each party within ten (10) business days of this meeting. The decision of the Board will be final.

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

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The Center will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board’s legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School Center community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

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

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

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil right law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or the policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States

Constitution does not constitute retaliation prohibited under this policy.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

State law defines certain contact between a teacher and a student as "sexual battery." If the Compliance Officer or a designee has reason to believe that the Complainant has been the victim of criminal conduct as defined in Ohio's Criminal Code, such knowledge should be immediately reported to local law enforcement.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

The Superintendent will report to the Ohio Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed professional staff members convicted of sexual battery, and will, in accordance with Policy 8141, suspend such employee from all duties that concern or involve the care, custody, or control of a child during the pendency of any criminal action for which that person has been arrested, summoned and/or indicted in that regard.

Education and Training

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

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by Center personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the Center's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both

parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the Center to conduct the investigation, and any documents used by the Center at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment.

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Severance Pay

Payment

In accordance with statute, all employees who present evidence of retirement from active service with the Clark County Educational Service Center shall be granted severance pay for their accrued but unused sick leave days along with any accrued but unused vacation days. This policy specifies the manner for doing so.

Employees, except for directors, who retire from active service with the Service Center shall be entitled to one (1) day of severance pay for each five (5) days of accumulated sick leave to a maximum of forty-five (45) days. Accrued vacation to be paid at the employee's contractual per diem rate.

Maximum accumulation for a director is fifty-six (56) days.

Severance pay shall be a one-time, lump sum payment to eligible employees according to the following positions.

Employees are encouraged to use vacation in lieu of payout.

Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of

employment. The criteria are:

A. The individual retires from the Service Center and makes a written application for severance pay within thirty (30) days following the final day of employment.

B. Retirement – disability or service retirement under any State or municipal retirement system in this state.

C. The individual must be eligible for disability or service retirement as of the last date of employment.

D. The individual must within 120 days of last employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.

E. Except for directors, must have not less than five (5) years in service with the Clark County Educational Service Center. (A year of service shall be 120 days or more under contract during any given school year.)

Directors must have not less than two (2) years service with the Clark County Educational Service Center.

Pay of severance will be determined by the member and the Treasurer but no later than January 30th of the year following retirement.

Payments can be made to a designated 403(b) or 457.

In case of death of a member who has made an application for retirement, the severance pay will be made to the member's estate.

Such payment shall be made only once and shall eliminate all sick leave credits accrued by the employee.

The privilege of converting accrued sick leave days to cash payments is optional and the employee may waive the right to do so.

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

Technology Support

Clark County ESC Board of Education Technology Resources include, but are not limited to, computers, file servers, laptops, tablets, iPads, software, e-mail, video equipment,

AV equipment, public address systems, presentation equipment, telephones, voice mail systems, digital cameras, scanners, the local area network, the wide area network, and all equipment related thereto (collectively, “Technology Resources” or individually, “Technology Resource”). These resources are school property, purchased with public funds or grant monies, and are intended solely for use in furtherance of the mission of the District, to enhance the delivery of education, and to conduct necessary school business. Technology Resources may only be used for appropriate curricular, co-curricular and school business purposes.

This policy sets forth the proper and acceptable responsible uses of Technology Resources, electronic mail and communications and the Internet for school employees. The use of any Technology Resource shall constitute acknowledgment and acceptance by the user of this policy and all other applicable Clark County ESC Board of Education policies and regulations.

Technology Resources and assigned network access, Internet access and e-mail access passwords are tools provided to school employees to assist in the performance of their job responsibilities and should be treated accordingly. Any school employee who violates this policy, or allows others to do so, may have his/her user access privileges revoked and shall be subject to disciplinary action, up to and including termination of employment. Any employee who is licensed by the State Board of Education may be subject to disciplinary action by the State Board for any use of technology that constitutes unprofessional conduct under the Licensure Code of Professional Conduct for Ohio Educators (adopted March 11, 2008). Each employee must sign a form to acknowledge he/she has read, understands and will comply with this Technology Resources Responsible Use Policy. These forms will be kept on file by the District as binding legal documents.

The Clark County ESC Board of Education reserves the right to modify this policy at any time. The Clark County ESC Board of Education may pursue criminal prosecution or civil action for any unauthorized use of Technology Resources or any violation of this policy when appropriate.

Technology Resources and Responsible Use Policy Outline

A. General Standards of Conduct for Use of Technology Resources
B. General Standards of Conduct for Electronic Mail and Communications
C. General Standards of Conduct for Internet Use

D. District Web Sites

E. Disclaimers Form: Employee Receipt and Acknowledgment

A. General Standards of Conduct for Use of Technology Resources:

1. Only software licensed to the Clark County ESC Board of Education and/or authorized in writing by the Director of Technology, or his or her designee, shall be installed on Technology Resources. Installation of such software shall be performed only by authorized personnel to ensure that the software is (a) compatible with existing computer systems; (b) properly installed, maintained, used and upgraded; (c) free from any computer virus; and (d) properly licensed. Installation of any other software, including but not limited to, shareware, freeware, public domain or demonstration copies of software, shall not be installed without written permission by the Director of Technology. Unscheduled audits of Technology Resources will be periodically performed and any unlicensed or unapproved software will be removed without notice.

2. Only hardware licensed to the Clark County ESC Board of Education and/or authorized in writing by the Director of Technology, or his or her designee, shall be installed on Technology Resources. Installation of such hardware shall be performed only by authorized personnel to ensure that the hardware is (a) compatible with existing computer systems; (b) properly installed, maintained, used and upgraded; (c) free from any computer virus; and (d) properly licensed. Installation of any other hardware, including but not limited to, CPUs, motherboards, hard-drives, video cards, memory, CDROMs, DVD-ROMs, SCSI cards, modems/routers, network routers is prohibited. Memory based recording devices/media used for the transportation of information or enhancement devices (e.g., USB drives, cameras) are permitted. The District reserves the right to inspect or restrict such use should these devices/media contain material that could damage Technology Resources (e.g., viruses, malware, spam, spyware). Unscheduled audits of Technology Resources will be periodically performed and any unlicensed or unapproved hardware will be removed without notice. Technical support will not be provided for employee-owned hardware.

3. Technology Resource users shall not delete any software on the District's computers, copy any software owned by the District, or remove any hardware from the District's property without prior written permission from the Director of Technology and Information Services.

4. Technology Resource users may not deploy or install wireless access points or network routers.

5. Network and system passwords ensure the security of critical and sensitive electronic data and are the first defense against unauthorized access. Only passwords issued by the Director of Technology and Information Services, or his or her designee, shall be used. Technology Resource users are prohibited from divulging their passwords to other individuals. Habitual loss or unauthorized disclosure of any password shall be subject to disciplinary action.

6. Disruption of electronic services and interference with Technology Resources or electronic information (including but not limited to, uploading or downloading damaging data or illegal software; tampering with hardware or software; vandalizing or destroying Revision as of June 27, 2016 data; introducing or using computer viruses, worms or Trojan horses; or attempting to gain access to restricted information or networks) are prohibited.

7. Authorized users are prohibited from allowing any unauthorized person to use or operate any Technology Resource. Non-employees in the school for a specific purpose may be authorized by the Director of Technology, or his or her designee, to use Technology Resources only under the direction and direct supervision of a school employee. Technology Resource users should shut down and secure in an appropriate fashion Technology Resources which are not in use.

8. Any use of Technology Resources to facilitate illegal activity is prohibited. Technology Resources shall not be used to encourage or promote any activity prohibited by law or Clark County ESC Board of Education policy, rules, procedures or regulations. Any misconduct or criminal activity discovered will be referred to appropriate authorities.

9. Use of the District's Technology Resources to access or transmit obscene, pornographic or violent materials or to transmit materials likely to be threatening, offensive or objectionable is prohibited. Such prohibited materials include, but are not limited to, "hacking" materials; "cyberbullying" activities; racist material or hate literature; terrorism instructions/directions or other dangerous information; profane or vulgar materials; threatening or inflammatory language; false or defamatory materials; disparagement of others based on race, color,

religion, national origin, veteran status, ancestry, disability, age, sex, or sexual orientation; and any materials that advocate violating others rights. In the context of educational purposes, the District may allow research or investigation of some objectionable materials to allow students to be better prepared to recognize social harms and improve their ability to deal effectively therewith.

10. Use of Technology Resources for political, commercial or for-profit purposes, including fund-raising unless specifically authorized by the District administration, is prohibited.

11. Unauthorized access, use, modification, alteration, vandalism or destruction of Technology Resources or electronic information is prohibited. Any inappropriate use of Technology Resources that may hinder future use is prohibited. Technology Resource users are expected to respect the District's property and to follow any instructions from the Director of Technology and Information Services, or his or her designee, regarding maintenance and care of equipment. Technology Resource users must promptly notify the Director of Technology of any need for service to Technology Resources.

12. Technology Resources may not be used in violation of copyright laws. Any copyrighted material placed on any system connected to the District network without the author's permission will be removed.

13. Technology Resources may not be used in violation of privacy laws and the unauthorized disclosure, use or dissemination of personally identifiable information concerning students is prohibited. Technology Resource users are responsible for adhering to the Ohio Licensure Code of Professional Conduct for Ohio Educators and complying with all state and federal laws and regulations with respect to protection and use of confidential and/or personally identifiable student information when downloading, transmitting, or accessing. All Technology Resource users are required to protect themselves and others by not issuing or releasing any personal or confidential information via Technology Resources except as expressly permitted herein.

14. The Director of Technology may establish and enforce quotas for usage of available space on the District network. Technology Resource users are expected to remain within allocated disk space and delete e-mail or other materials which take up excessive storage space.

15. Technology Resource users must immediately notify the Director of Technology if they identify any security problem.

16. The District administration reserves the right to limit the times of access and to establish priorities among competing responsible uses of Technology Resources.

17. All remote access and use of Technology Resources shall also be subject to all applicable requirements of this policy.

18. Apps purchased through a school assigned account, regardless of funding source, are the property of Clark County ESC City Schools District.

B. General Standards of Conduct for E-mail and Communications:

1. The General Standards of Conduct for Use of Technology Resources set forth above shall be equally applicable to electronic mail and messenger system use by school employees.

2. In order to prevent the introduction of viruses or other harmful data or software into the District's computers and network, extreme caution should be exercised before opening any attachments to any incoming e-mail. If an e-mail attachment is not expected, is from an unknown source, or is an executable file (ending with .EXE or
.COM), the attachment should not be opened and should be deleted immediately.

3. Sending or forwarding unsolicited e-mail, chain letters or "spam" is prohibited. Global transmissions to large contact groups are also discouraged due to the strain placed on network resources.

4. E-mail and electronic communications are written records which can be duplicated and altered at will. E-mail and messenger systems are not confidential or private, and all school employees should exercise common sense and restraint in all forms of communication, including the use of e-mail and other forms of electronic communication. All users must be aware that the use of Technology Resources for both business and personal reasons may constitute public records under state law.

5. The use of e-mail or electronic communications to convey student information is permitted only to convey information among school personnel

within the District or those who have a legitimate educational interest in the student. Due diligence needs to be used in compliance with Board Policy, state and federal laws. Any e-mail or electronic communication which contains a student's personally identifiable information may constitute a Student Record under state and/or federal law, subject to parents' inspection and review rights and is required to be kept confidential. Staff will be instructed on appropriate types of communication during scheduled Professional Development at least annually.

C. General Standards of Conduct for Internet Use:

1. The General Standards of Conduct for Use of Technology Resources set forth above shall be equally applicable to all Internet use.

2. Internet access over the District network may be provided only to school employees, students, individuals enrolled in Adult Education classes, and volunteers, aides or other persons in the school for a specific school purpose when authorized by the Director of Technology and Information Services, or his or her designee. Student Internet access may be limited to specified times, as provided by the instructors and the District administration.

3. Internet access over the District network is available only to support learning, to enhance instruction and to assist in the administration of the District. Internet access is to be used in a responsible, ethical and legal manner. All school employees are responsible for their actions and communications on the Internet.

4. The District has implemented technology protection measures to prevent students from accessing inappropriate material or materials considered to be harmful to minors on school computers that protect against access by both adults and minors to visual depictions that are obscene, child pornography, or, with respect to the use of computers by minors, harmful to minors. The District will restrict, to the extent practicable and technically possible, access to offensive information and materials. Because Internet access provides connections to computer systems located all over the world, the District cannot, however, control the content of all information and materials available on the District network.

5. The District administration will determine whether any use of the network is inappropriate or unauthorized, or whether any Internet information and materials are objectionable.

6. Instructional Staff should preview recommended sites and materials

selected for inclusion in coursework. Sites should be appropriate in light of the age of the students and relevance to course objectives. Student Internet use must be carefully monitored by District staff or authorized individuals. District staff and authorized individuals are expected to enforce all rules pertaining to student computer and Internet use and, if any instructional staff member becomes aware of student violations, he/she is expected to stop the activity and inform appropriate District administrators.

7. All Technology Resource users must first report promptly to the department/building administrator and the Director of Technology any inappropriate information or material they encounter when using the Internet or which they believe may be available based on Internet usage by other individuals.

8. Files downloaded from the Internet must be scanned with virus detection software, if available, before being viewed or opened.

9. Internet users are prohibited from accessing or retrieving any relay chat or other real-time or "live" communications unless there has been prior clearance by the Director of Technology and Information Services. However, live communication for District business reasons within the District network is permissible.

10. Internet peer-to-peer file sharing and torrent use are prohibited unless there has been prior clearance by the Director of Technology and Information Services. However, file sharing for District business reasons within the District network is permissible.

11. The downloading and installation of programs from the Internet is prohibited without the prior written approval of the Director of Technology or designee. Unauthorized programs will be removed without notice.

12. Information obtained via the Internet is not always reliable and should be verified for accuracy, quality, and completeness.

13. Distribution of student information, using any personal Internet service provider, whether during or after school hours and whether on or off the District's premises, is a violation of student privacy and is subject to disciplinary action.

14. For curricular reasons only, authorized users may access personal sites/pages if they reflect the professional image of the District and are consistent with the mission of the District.

15. The District will educate staff about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response. The

Superintendent/designee will develop a program to educate staff on these issues.

D. District Web Site

The District has established a Web site, www.clarkesc.org, and will develop Web pages that present information about the District. The Superintendent, or designee, is responsible for maintaining the District Web site and may establish Web Site Publishing Guidelines to manage the posting of information to the District Web site, the posting of any school, class or student Web pages, and the creation of links to or from outside sources. All Web sites and pages (including links) hosted on the District network must reflect the professional image of the District and be consistent with the mission of the District. Unauthorized Web sites or pages may not be placed on the District network.

E. Disclaimers

The District does not guarantee the privacy of any information, including but not limited to e-mail messages or electronic communications or files sent or received via Technology Resources. Any person utilizing any Technology Resource understands and agrees that he/she is specifically waiving any expectations of privacy in communications, data and other information stored, displayed, accessed, communicated or transmitted thereon. The District reserves and will exercise the right to access, monitor, review, audit, log and intercept computer activity, Internet use, email, electronic communications and other Technology Resource use by school employees at all times and without notice. The District may edit or remove any materials from Technology Resources which are determined to be objectionable. If an investigation is started, the staff member(s) will be notified. If any misconduct or criminal activity is discovered, the information or communications may be used to document such conduct and may be referred to the District administration and appropriate authorities. The use of a District provided password or code does not restrict the District's right to access, monitor, review, audit, log, and intercept electronic information or communications. The District denies any responsibility for the accuracy, quality or completeness of any information available over the Internet. Furthermore, the District assumes no responsibility for any costs, liabilities or damages incurred through use of Technology Resources. Technology Resource users are responsible for archiving and backing-up all electronic information and communications which need to be retained. The District makes no guarantee that the functions or services provided by or through the District network will be error free or without defect. The District is not responsible for any damages incurred due to loss of data or delays in or interruption of services. The Director of Technology and Information

Services may investigate any unusual activity involving Technology Resources and may periodically report to the Superintendent or designee on the manner in which Technology Resources are being used.

Tobacco Use

The Governing Board is committed to providing students, staff, and visitors with a tobacco-free environment. The negative health effects of tobacco use for both users and nonusers, particularly in connection with second hand smoke, are well established. Further, providing a tobacco-free environment is consistent with the role-modeling responsibilities of teachers and staff to our students.

For purposes of this policy, "use of tobacco" shall mean all uses of tobacco, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, any other matter or substances that contain tobacco, in addition to papers used to roll cigarettes and other lighted smoking devices for burning tobacco or any other plant.

In order to protect students and staff who choose not to use tobacco from an environment noxious to them, and because the Board does not condone the use of tobacco, the Board prohibits the use of tobacco within any enclosed facility owned or leased or contracted for by the Board, and in the areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. This prohibition extends to any board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles.

Transfers/Vacancies

Assignments and Transfer of Staff

The governing Board believes that the appropriate placement of qualified and competent staff is essential to the successful functioning of the Clark County ESC. The Superintendent or designee will be responsible for the proper assignment and transfer of all teaching and other professional staff members and will attempt to effect the optimum assignment of the professional staff in conformance with any applicable contractual or legal requirements.

Tuition Reimbursement

All professional certificated staff-teachers, psychologists, administrators, program administrators and supervisors are eligible for tuition reimbursement. Reimbursement will be 50% of total cost of semester hour not to exceed $150/semester hour. Course work must generally be at the graduate level and prior approval by the immediate

director. Tuition reimbursement will be paid twice a year, in January (paperwork turned in by December 1), and in October (paperwork turned in by September 1) Total reimbursement per year may not exceed $1,000 per person. The maximum amount in this account per year is $12,000 on a first come first service basis.

Workers' Compensation

The Ohio Bureau of Workers' Compensation (BWC) provides insurance coverage to employees for work-related injuries sustained in the course of and arising out of employment and diseases contracted in the course of employment. It also provides benefits to employees' dependents in those cases of death suffered in the course of and arising out of employment. To that end, if an employee sustains a workplace injury or contracts an occupational disease, s/he may be eligible to receive compensation and benefits under the Workers' Compensation Act for loss sustained on account of an injury or illness.

A. Reporting a Work-Related Injury

1. A Board employee who sustains a work-related injury must report the injury and its circumstances to the building principal or job supervisor, as appropriate, as soon as possible following the occurrence of the injury. A *First Report of Injury*, *Occupational Disease or Death* application ("*First Report of Injury*" or "FROI-1") must be completed and an accident investigation will be conducted in a timely manner. The failure of an employee to comply with this requirement may result in disciplinary action (see Policy 8442).

2. In addition to reporting the injury and completing an incident/accident report, the employee may file an application for benefits with the BWC. The Superintendent's designee will provide assistance to an employee in filing a workers' compensation claim.

3. Payment for related medical benefits is the responsibility of the Board's Managed Care Organization (MCO) and the BWC.

B. Leave Status

Loss-Time Claim

1. If an employee sustains a work-related injury and is unable to perform the functions of his/her position, s/he may file a workers' compensation claim in order to receive compensation and benefits through the BWC. Competent medical proof of disability must be completed by the attending physician using the proper form and affixing his/her original signature. The injury or illness must be determined to be compensable by the Board, or in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before all initial paperwork is completed and filed with the appropriate agency(ies).

    a. An employee may apply for the use of sick leave pending approval of his/her workers' compensation claim. However, upon approval of the claim the employee shall reimburse the Board for any and all payments received in excess of his/her regular rate of pay.

    b. An employee may apply for an unpaid leave of absence pending approval of his/her workers' compensation claim.

    c. If an employee sustains a work-related injury, is unable to perform the functions of his/her position and does not choose to file a workers' compensation claim, s/he may apply for the use of sick leave.

    d. An employee may be simultaneously placed on leave under the Family and Medical Leave Act during his/her leave of absence as a result of a work-related injury or illness in accordance with Board policy.

2. Continuation of Salary

    An employee may continue to receive his/her regular compensation (i.e., (full) salary/wage including benefits). This period may include both the time period pending approval of a claim by the BWC, which requires lost time from an employee's performance of his/her functions/duties, in addition to the time period after the claim has been approved/accepted. Wage continuation is limited to six (6) months without Board action. Any and all applicable BWC laws and regulations shall remain in place during the continuation of the salary period. The Board's representative will notify the BWC that "wages are being received in lieu of BWC compensation."

    While an injured employee is not required to accept salary

continuation in lieu of temporary total compensation, if s/he does not accept it, the employee must complete a *First Report of Injury* application, and sign a Salary Continuation Agreement, medical release and election form.

The injured employee is not entitled to both temporary total compensation and salary continuation, and is required to notify the Board and BWC if this occurs.

The injured employee will not experience a break in service that impacts seniority or other benefits when salary continuation is paid by the Board.

Wage continuation benefits will be paid only for those periods of lost time that otherwise would qualify the employee for receipt of worker's compensation lost time benefits, subject to the following limitations.

Wage continuation payments will cease upon any of the following conditions:

a. Attending physician releases employee to return to work.

b. Employee returns to work for another employer.

c. Employee fails to return to transitional "limited duty" assignment consistent with his/her medical restrictions as approved by the injured worker's treating physician.

d. Employee fails to appear for employer-sponsored medical examination.

e. Employee has reached maximum medical recovery and/or the condition has become permanent.

f. The claim is found to be fraudulent after payment has been commenced.

g. The injured worker attempts to collect both wage continuation and temporary total compensation.

h. Employment termination.

i. Violation of any related Board policy or administrative guideline.

j. Regardless of the above conditions of termination, the Board may, at its sole discretion, terminate wage continuation benefits at any time.

C. The Board reserves the right to have the employee examined by a physician of its choice at the Board's cost to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination will result in termination of wage continuation benefits.

An employee who obtains compensation from the BWC by knowingly misrepresenting or concealing facts, making false statements or accepting compensation to which s/he is not entitled, is subject to felony criminal prosecution for fraud (see R.C. 2913.48).