



*Essex Place
6393 Oak Tree Blvd. S.
Independence, OH 44131*

Policy Book

Mission Statement

At the Educational Service Center of Northeast Ohio (ESCNEO), our mission is to serve the needs of the educational community by:

- Supporting, collaborating and partnering with national, state, regional and local agencies and
- Providing quality leadership, products, programs and professional services.

Revised October 2023

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Section One – Governing Board

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MEETINGS

The Educational Service Center of Northeast Ohio holds regular meetings once per month, on a date and at a time determined by the Governing Board at its annual organization meeting each January.

Special meetings are held when deemed necessary after a 48 hour notification of Governing Board members. The Governing Board President, Treasurer, or any two members of the Governing Board may call special meetings.

Meeting agenda, monthly financial reports, list of bills/payroll, and minutes of previous meetings shall be mailed to Governing Board members at least three calendar days prior to regular Governing Board meetings.

All meetings of the Educational Service Center of Northeast Ohio are open to the public and participation by the public is invited, subject to rulings of the Governing Board President. Prior notice of Governing Board meetings is to be sent to those media who have filed a request to be so advised.

The Governing Board may go into executive session at times in accordance with state law procedure. (For executive session see 2.01a)

The Governing Board President presides at all meetings. In the absence of both the President and Vice President the remaining three members shall select a President pro-tem.

Normally the order of voting on motions and resolutions shall be the maker of the motion shall vote first, the member seconding the motion shall vote second, the other board members shall vote in alphabetical order as indicated on the board agenda. Traditionally the President votes last regardless of alphabetical order. Should the consensus of the Governing Board be that alphabetical order prevails, the determination should be made to apply until the next organizational meeting.

In the event that any member of the Governing Board wants to have the voting order changed to random for a particular meeting, the member must so state prior to the Treasurer's report. This request need not be accompanied by an explanation and shall be honored without a vote of the Governing Board. The order of voting for that meeting shall remain as on the agenda, but the second member called to vote on the previous item shall cast the first vote on each successive item.

An absent member shall be dropped from the starting point determination, but should that member subsequently arrive, he or she shall be called to vote in normal rotation.

Members shall be physically present at a meeting to cast a vote.

ORC 3313.14 ORC 121.22
Revised: 11-26-85, 7-26-95, 7-15-09

PUBLIC PARTICIPATION AT GOVERNING BOARD MEETINGS

Anyone having an interest in actions of the Governing Board may participate during the open forum portion of the meeting. If possible, please identify yourself, prior to the meeting, to the Board President or Superintendent. Should your comments include a question, it may not be possible to provide you with the information you request at the meeting.

The speakers may offer objective criticism of school operations and programs, but the Board will not hear complaints about school personnel or other persons at a public session. Other channels provide for Board consideration of complaints involving individuals.

Participants must be recognized by the presiding officer and must preface their comments by an announcement of their name, address and group affiliation, if and when appropriate.

Each statement made by a participant shall be limited to five (5) minutes duration.

Adopted: 8-19-09

COMMITTEES

The President of the Governing Board shall appoint all committees as needs arise and shall appoint the chairperson.

The committee(s) shall be named with concurrence of a majority of the Governing Board at the regular board meeting in January. All committee appointments shall be for a term of one year. No committee shall consist of more than two members of the Governing Board. The President of the Governing Board shall notify the board of the appointments no later than seven days after the regular meeting in January.

In case of death, resignation, or inability to act of any member of a committee during his/her term of service, the President of the Governing Board may appoint a substitute who shall act during the unexpired term caused by the vacancy.

The duties of committees, if appointed, shall be advisory only and not executive. Each committee shall have the power to investigate, to consider all information, and to make recommendations to the Governing Board.

Findings and recommendations of all committees shall be reported to the Governing Board and shall not be binding until formally approved by the Governing Board, unless the Governing Board, by a majority vote, gives a committee power to act in a certain clearly defined area. When required, committee meetings shall be held in accordance with O.R.C. §121.22.

In addition to committee appointments, the President of the Governing Board shall appoint individuals to serve as liaisons to represent the Governing Board in its dealings with entities, identified by a majority of the Governing Board. Liaisons shall serve solely in a representative capacity and shall have no authority to bind the Governing Board. All liaison appointments shall be for a term of one year. The President of the Governing Board may replace liaisons at any time.

Revised: 12-16-09

Revised: 1-6-10

VACANCIES

Vacancies on the Educational Service Center of Northeast Ohio shall be filled by appointment of a qualified elector by the other members of the Governing Board. The Governing Board shall determine the geographic area from where the appointee shall be named. The Governing Board shall attempt to have representation from all districts in the county system.

Appointments shall not be made earlier than 10 days after a vacancy – nor more than 30 days thereafter. If an appointment be made earlier than 90 days prior to a general election for Governing Board members, the appointment shall be for that period of time until such election when the appointee, if she/he decides to do so, shall run for office. If an appointment is made later than 90 days prior to such election, the appointment shall be made for the balance of the term of the member being replaced.

ORC 3313.11

Revised: 7-15-09

LIABILITY INSURANCE

It is the policy of the Educational Service Center of Northeast Ohio to annually provide liability insurance coverage for the Governing Board members. Restrictions on quotations and payments shall be those provided for in the ORC.

Revised: 12-22-87

MEMBERSHIPS

It is the policy of the Educational Service Center of Northeast Ohio to partake of the services of the Ohio School Boards' Association. Annual service fees for such associations are to be appropriated each year.

Other service agreements to be approved on item by item basis.

Revised: 11-26-85, 2-26-92, 7-15-09

BOARD MEMBER COMPENSATION

Each Governing Board member shall be compensated at the maximum rate authorized by law for all meetings attended as provided in O.R.C. §3313.12. There shall be no limit on the number of meetings for which Governing Board members shall be compensated.

Each Governing Board member shall be compensated \$60 per day for attendance at an approved training program that is three (3) hours or less in length and \$125 per day for attendance at an approved training program that is longer than three (3) hours in length. The compensable length of an approved training program shall be determined by the amount of time which the Governing Board member actually attends said program, but shall not exceed the published length of the program. The maximum amount of compensation that a Governing Board member may receive per year for attending approved training programs shall be \$1,500.

In order for a training program to be compensable, it must be a structured session in a classroom, lecture, or hands-on setting, and it must pertain to one or more of the following subject areas:

- ESC work
- P-16
- Boardsmanship

Examples of compensable training programs include OSBA, OESCA, AESA, and NSBA annual conferences and seminars. Educational Service Center of Northeast Ohio in-house training shall not be compensable. Notwithstanding the foregoing, the Treasurer is authorized to compensate a Governing Board member for his/her attendance at said program only after the Governing Board has approved the training program.

3313.12 O.R.C.

Revised: 7-15-98, 12-16-09, 3-18-10

SERVICE FUND

A sum, not to exceed \$20,000 per fiscal year, shall be annually appropriated for a service fund. Each Governing Board member shall be limited to one-fifth of the total appropriation.

The sum allocated shall be used in payment of expenses of Governing Board members, incurred in performance of duties. This includes duly authorized attendance at County, State, National, and Regional meetings devoted to consideration of topics related to the public schools.

3313.12 ORC and 3315.15

Revised: 10-26-83, 12-27-83, 2-26-87, 10-24-90, 1-23-91, 2-27-91, 2-26-92, 7-22-92, 6-16-93, 7-26-95, 7-15-98, 12-16-09, 3-18-10

BOARD MEMBER EXPENSE REIMBURSEMENT

As provided below, Governing Board members shall be reimbursed for expenses incurred from attending approved meetings, seminars, training programs, and conferences. Unless otherwise noted, all such reimbursements shall be paid from the Service Fund.

Governing Board members shall be reimbursed at the current IRS rate for mileage incurred in their personal vehicles traveling to and from approved meetings, seminars, training programs, and conferences. Mileage reimbursements for attendance at Board meetings shall be paid from the Governing Board Fund (not the Service Fund).

Governing Board members shall be reimbursed for their own meal expenses incurred with overnight travel from attending approved meetings, seminars, training programs, and conferences as follows:

- With detailed receipt showing food costs, gratuity, and number of people – actual cost of meals up to \$75 per day
- Without detailed receipt showing food costs, gratuity, and number of people – current IRS per diem meal allowance (currently \$46)

Reimbursement for a Governing Board member’s expenses incurred and paid using a personal credit card or check shall be made only to a Governing Board member whose direct name or personal identification number is imprinted upon the purchase receipt submitted to the Governing Board.

In addition to the foregoing, Governing Board members shall be reimbursed for the following expenses incurred from attending approved meetings, seminars, training programs, and conferences, provided a receipt is submitted:

- Lodging (actual cost up to single-occupancy rate)
- Car rental (actual cost up to mid-size rate)
- Airfare (actual cost at coach class rate)
- Other transportation costs
- Registration fees
- Internet fees

Expenses for the following are not reimbursable:

- Alcohol
- Entertainment
- Amenities such as spa, in-room beverages/movies, workout facility, golf
- Expenses incurred by a Governing Board member’s spouse or family members

If a Governing Board member desires to request reimbursement for an expense not specifically covered by this Policy, it is his/her responsibility to present such request to the Governing Board for its approval.

The maximum amount of expenses for which a Governing Board member may be reimbursed shall be \$4,000 per year. Expenses that are paid for directly by the Governing Board on behalf of a Governing

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Board member shall count toward the Governing Board member's annual expense reimbursement maximum.

The Treasurer is authorized to reimburse a Governing Board member for expenses that he/she incurred from attending a meeting, seminar, training program, or conference only after the Governing Board has approved said meeting, seminar, training program, or conference.

Adopted: 8-18-06

Revised: 1-18-08, 12-16-09, 3-18-10, 6-29-11, 1-18-12

Section Two – Finance and Operations

Policy	Name
FO-1	Investments and Depository
FO-2	Purchases Rev. 2-27-17 Rev. 9-26-18
FO-3	Program and Inter-District Contracts
FO-4	Fiscal Accounting and Reporting
FO-5	Audit
FO-6	Accounting System for Fixed Assets
FO-7	Inventory Rev. 8-25-2022
FO-8	Unclaimed Funds
FO-9	Prohibited Political Activity
FO-10	Public Records Rev. 1-15-16 Rev. 7-27-17
FO-11	Records Commission Rev. 2-27-17 Rev. 7-27-17
FO-12	Uniform Federal Grant and Procurement Guidance New 7-27-17 Rev. 9-26-18 Rev. 4-22-21 Rev. 8-25-22
FO-13	Credit Card New 11-15-18
FO-14	Providing Services Through Noncompetitive Contracts New 4-22-21

INVESTMENTS AND DEPOSITORY

The Board hereby directs the Investing Authority of the district shall reside with the Treasurer in accordance with this Investment Policy. This policy is designed to cover all monies under the control of the Educational Service Center of Northeast Ohio and those that compromise the core investment portfolio. Notwithstanding the policies detailed below, Chapter 135 of the Ohio Revised Code will be adhered to at all times.

Objectives and Guidelines. The following investment objectives will be applied in the management of this public entity's funds:

- A. The primary objective shall be the preservation of capital and protection of principal while earning investment interest.
- B. In investing public funds, the Treasurer will strive to achieve a fair and safe average rate of return on the investment portfolio over the course of budgetary and economic cycles taking into account state law, safety considerations and cash flow requirements.
- C. The investment portfolio shall remain sufficiently liquid to enable the treasurer to meet reasonable anticipation operating requirements.
- D. The investments portfolio should be diversified in order to avoid incurring potential losses regarding individual securities which may not be held to maturity, whether by erosion of market value of change in market conditions.

Authorized Financial Institutions and Dealers. U.S. Treasury and Agency securities purchased outright shall be purchased through financial institutions located within the State of Ohio or through "primary securities dealers" as designated by the Federal Reserve Board.

Repurchase Agreements shall be transacted only through banks located within the State of Ohio with which the Treasurer has signed a Master Repurchase Agreement as required in O.R.C., Chapter 135.

Certificates of Deposit shall be transacted through commercial banks or savings and loans with FDIC or FSLIC coverage which are located within the State of Ohio and qualify as eligible financial institutions under O.R.C., Chapter 135.

Maturity. To the extent possible, the Treasurer will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow requirement, the Treasurer will not directly invest in securities maturing more than five (5) years from the date of purchase.

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Derivatives. Investments in derivatives and in stripped principal or interest obligations are strictly prohibited. A derivative means a financial instrument or contract or obligation whose value or return is based upon or linked to another asset or index, or both, separate from the financial instrument, contract, or obligations itself. Additionally, any security, obligation, trust account, or instrument that is created from an obligation of a federal agency or instrumentality or is created from both is considered a derivative instrument.

Allowable Investments. The Treasurer may invest in any instrument or security authorized in O.R.C. Chapter 135 as amended.

Additionally, per O.R.C. Section 135.142(A), The Board, by a two-thirds vote of its members, may authorize the Treasurer to invest up to twenty-five percent of the interim monies of the Board in Commercial paper notes and Banker's Acceptances rated as prescribed in O.R.C. Section 135.142(A) and maturing no later than 180 days after purchase.

Collateral. All deposits shall be collateralized pursuant to O.R.C. Chapter 135.

Reporting. The investing authority shall establish and maintain an inventory of all obligations and securities acquired by the investing authority. The inventory shall include the description of the security, type, cost, par value, maturity date, settlement date, and coupon rate. The investing authority shall produce a monthly portfolio report detailing the current inventory of all obligations and securities.

Adopted 8-21-13

PURCHASES

Quotations and Bids

It is the policy of the Governing Board that the purchaser seek at least two (2) price quotations on purchases of any supplies, materials, and/or equipment costing more than \$10,000 except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the Educational Service Center of Northeast Ohio (ESCNEO) or when the item is subject to formal bid. Standardized purchasing procedures shall be followed when purchasing on the basis of price quotations from vendors.

Competitive Bidding

When the Board determines to build, repair, enlarge, improve, or demolish a Governing Board owned or leased building the cost of which will exceed \$50,000, or any capital asset the cost of which will exceed \$50,000 the ESCNEO shall obtain competitive bids.

In accordance with statute, the Board may elect to forgo the bidding for contracts in any of the following situations:

- A. If the Board elects and declares by resolution to participate in purchase contracts, in accordance with O.R.C. Chapter 125 and the terms and conditions prescribed by the Department of Administrative Services.
- B. If the Board determines and declares by resolution adopted by two-thirds of its members that any item is available and can be acquired only from a single source.
- C. If the Board declares urgent necessity.
- D. For improvements related to the security and protection of Board property.
- E. The purchase is through the Board's participation in a joint purchasing program operated by a national or State association of political subdivisions.

Bidding shall be conducted in compliance with O.R.C. §3313.46 and related statutes. Bids shall be sealed and shall be opened by the Treasurer or his designee in the presence of at least one (1) witness.

The Board shall approve all contracts resulting from competitive bids prior to being awarded. The Board reserves the right to reject any or all bids.

Bid Protest

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request for Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest. Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Governing Board and shall be so noted in any subsequent recommendation for the acceptance of bids

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and awarding of contracts. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

“Blanket” Certificates

The Treasurer may issue “blanket” purchase orders (certificates) for a sum not exceeding \$5,000 for a period of time, not to extend three (3) months from when it is issued. Only one (1) “blanket” purchase order (certificate) may be outstanding at any one (1) particular time for any one (1) particular line item appropriation and any one vendor.

“Super Blanket” Certificates

The Treasurer may issue “super blanket” purchase orders (certificates) for any amount for expenditures and contracts from a specific line-item appropriation account in a specified fund for most professional services, fuel, oil, food items, and any other specific recurring and reasonably predictable operating expense. Such a purchase order (certificate) shall not extend beyond the fiscal year.

Lease-Purchase Agreements

Lease-purchase agreements entered into by the Board shall be in accordance with O.R.C. 3313.375. Such agreements shall be a series of not more than thirty (30) one-year renewable lease terms, after which time ownership is transferred to the Board if all obligations of the Board under the agreement have been satisfied.

LEGAL REFS: O.R.C. §9.48; 3313.46; 3313.375

Adopted: 8-21-13

Revised: 9-26-18

PROGRAM AND INTER-DISTRICT CONTRACTS

The Governing Board of the Educational Service Center of Northeast Ohio regularly enters into contracts to provide programs, services and personnel to the city, exempted village and local school district boards of education in the County and to other county boards of education and entities, both public and private (non-profit).

To assure uniformity in contracting practices, the following principles shall be followed in the issuance of contracts unless waived by the Governing Board:

1. All Program and Inter-District contracts shall be in writing and approved by the Governing Board and the entity with which the contract is entered.
2. All Program and Inter-District contracts shall specify the service area, which is defined as the employment of personnel in a particular teaching, non-teaching, or administrative field as specified in the written contract.
3. All Program and Inter-District contracts shall specify the teaching field (if applicable), which is the specific subject required to be shown on a teacher's certificate/license to fill a particular certified position.
4. Unless otherwise specified, all contracts shall require the other contracting party to reimburse the Governing Board for all net personnel costs (not covered by state and federal funds), including without limitation salary, benefits, costs of substitutes, SERS surcharge if any, workers' compensation, unemployment compensation, severance, Medicare, retirement contributions, liability insurance, and Governing Board administrative fee.
5. If personnel needs under contracts fluctuate, the Governing Board reserves the right to implement reductions in force of employees hired to perform services under Program and Inter-District Contracts entered by the Governing Board. In such event reductions shall be achieved through suspensions of employment contracts under the following statutes, as applicable: O.R.C. 3319.17 (teachers); O.R.C. 3319.171 (administrators); O.R.C. 3319.172 (non-teaching employees). Decreases in the number of full-time equivalency positions due to retirement, resignation, non-renewals, attrition or suspensions under other statutes shall be deemed reductions in force.
6. All Program and Inter-District Contracts shall be entered for a term of one school year, and shall automatically expire. Any subsequent contract shall be a separate contract and shall not be deemed a renewal thereof.

Adopted: 7-26-95

Revised: 6-19-13

FISCAL ACCOUNTING AND REPORTING

The Educational Service Center of Northeast Ohio's (ESCNEO) accounting system will be in conformance with the Uniform School Accounting System as prescribed by the Auditor of State for the use of school districts. The Treasurer will be responsible for receiving and properly accounting for all funds of the ESCNEO.

The financial records must be adequate to:

- A. Guide the making or deferring of purchases, the expansion or curtailing of programs and the controlling of expenses
- B. Ensure that current data are immediately available and in such form that routine summaries can be readily made
- C. Show that those in charge have handled funds within limitations established by law and in accordance with Board policy.

The Board will receive monthly financial statements from the Treasurer for all funds of the ESCNEO. The Treasurer will make all other financial reports required by law or by State agencies and submit them to the proper authorities. The financial records must be kept for not less than the retention period suggested by the Auditor of the State and may be destroyed only in compliance with the provisions of State law and in compliance with specifications of the ESCNEO records commission, the Auditor of State and the Ohio Historical Society.

Adopted: 8-21-13

AUDIT

The Board requires, after the close of the fiscal year (June 30), that an audit of all accounts of the Educational Service Center of Northeast Ohio be made annually by an independent, certified public accountant or the State Auditor's Office. The audit examination shall be conducted in accordance with generally accepted auditing standards and shall include all funds over which the Board has direct or supervisory control.

Adopted: 8-21-13

ACCOUNTING SYSTEM FOR FIXED ASSETS

The Governing Board shall maintain a fixed-asset, accounting system. The fixed-asset system shall maintain sufficient information to permit the following:

- The preparation of year-end financial statements in accordance with generally accepted accounting principles
- adequate insurance coverage of the fixed assets
- control and accountability of the fixed assets

Fixed assets are defined as those tangible assets of the Educational Service Center of Northeast Ohio with

1. an useful life in excess of one (1) year,
2. an initial cost equal to or exceeding the amount \$500.00.

Fixed assets shall be classified in accordance with the uniform school accounting system (USAS).

The Superintendent shall develop administrative guidelines to address the proper purchase, a transfer, and disposal of fixed assets. Such assets shall be disposed of in such a manner as will be in the public interest and benefit the Educational Service Center of Northeast Ohio.

Adopted: 10-28-09

INVENTORY

A. Equipment Inventory Control Procedures

All equipment with a value of \$500 or more is to be given an inventory number and recorded on the Equipment Inventory.

1. After inspection, an inventory ID Number should be attached. These numbers are to be issued in sequence. The sticker should be attached as close as possible to the serial number, without covering any information pertinent to the repair or replacement of the equipment.
2. All information pertaining to the equipment, i.e., item, serial number, vendor, date of purchase, cost, building located in, room located in, maintenance agreement, source of funding including percent of federal participation under which the equipment was acquired (if applicable), etc. should be recorded on the inventory listing.
3. A physical inventory of all equipment acquired with federal funds must be taken, and results reconciled with property records, at least once every two (2) years.

B. Transfer and/or Disposal

1. A request for asset disposal (transfer) is to be submitted to the appropriate administrator and then forwarded to the Treasurer. The disposal or transfer will be recorded in the fixed asset system, including date of disposal (or transfer) and sale price of the asset.
2. The Treasurer shall review asset acquisitions and dispositions for the purpose of updating insurance coverage.
3. Any evidence of lost, stolen, or damaged assets shall be immediately reported to the Treasurer.

Adopted: 8-21-13

Revised: 8-25-22

LEGAL REFS: 2 C.F.R. §200.313 and §200.439(b)(2)

UNCLAIMED FUNDS

Pursuant to O.R.C. Section 9.39, all public officials are liable for all public money received or collected by them or by their subordinates under color of office. All money received or collected by a public official under the color of office and not otherwise paid out according to law shall be paid into the treasury of the public office with which the public official is connected to the credit of a trust fund and shall be retained there until claimed by its lawful owner. If not claimed within a period of five years, the money shall revert to the general fund of the public office.

Adopted: 8-21-13

PROHIBITED POLITICAL ACTIVITY

The Governing Board of the Educational Service Center of Northeast Ohio (ESCNEO) will not support activities or expenditures of grant monies for any type of partisan political activity.

1. The ESCNEO shall not participate in or intervene in, including the publication or distribution of statements, any political campaign on behalf of or in opposition to any candidate for public office.
2. Notwithstanding any other provisions of this policy, the ESCNEO shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c) (3) of the Code or by an organization, contributions to which are deductible under Section 170(c) (2) or 2055 (a) of the code or the corresponding provision of any future United States Internal Revenue Law.

Adopted: 8-21-96

Revised: 9-28-09

PUBLIC RECORDS

INTRODUCTION

The Governing Board of the Educational Service Center of Northeast Ohio (ESCNEO) recognizes and affirms that members of the public have the right to inspect and copy public records to the extent authorized by the Ohio Public Records Act. Upon request, the ESC will promptly prepare and make available for inspection within a reasonable period of time public records that are responsive to a request at all reasonable times during regular business hours.

Section 1- Public records

The ESCNEO, in accordance with the Ohio Revised Code, defines records as including any of the following: Any document, electronic [including, but not limited to email], or other format – that is created or received by, or comes under the jurisdiction of a public office that documents the organization, functions, policies, procedures, operations, or other activities of the office. All records of the ESCNEO are public unless they are specifically exempt from disclosure under the Ohio Revised Code.

Record retention schedules are to be updated regularly. This policy shall be reproduced in the form of a poster and posted in a conspicuous place in the Governing Board office/administration building and in all buildings owned by the Governing Board. This policy also shall be included in any employee manual or handbook.

To ensure that the ESCNEO complies with the requirements of Ohio's Public Records law, all Governing Board members or their appropriate designees shall attend training approved by the Ohio Attorney General as provided in O.R.C. §109.43.

Section 2 – Records requests

Public records requests received by the ESCNEO shall be forwarded to the Custodian of Records.

Each request for public records should be evaluated for a response using the following guidelines:

Section 2.1 Although no specific language is required to make a request, the requester must at least identify the records requested with sufficient clarity to allow the ESCNEO to identify, retrieve, and review the records. If a public records request is ambiguous or overly broad, or the person making the request has difficulty identifying the records sought to be copied or inspected to the extent that the ESCNEO is unable to reasonably identify the records being requested, the ESCNEO may deny the request for records. However, the ESCNEO will provide an opportunity to revise the request by informing the requester of the manner in which the records are maintained and accessed in the ordinary course of the Educational Service Center of Northeast Ohio's duties.

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Section 2.2 The requester does not have to put a records request in writing, and does not have to provide his or her identity or the intended use of the requested public record.

Section 2.3 Public records are to be available for inspection during regular business hours, with the exception of published holidays. Public records must be made available for inspection promptly. Copies of public records must be made available within a reasonable period of time. “Prompt” and “reasonable” take into account the volume of records requested; the proximity of the location where the records are stored; redaction of nonpublic or exempt information; and the necessity for any legal review of the records requested.

Section 2.4 No public record may be removed from the office in which it is maintained.

Section 2.5 Any denial of public records requested 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, each redaction must be accompanied by a supporting explanation, including legal authority.

Section 3 – Costs for Public Records

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

Section 3.1 The ESCNEO standard charge for paper copies is 5 cents per page.

There shall be no charge for documents emailed. There shall be no charge for records provided on CD-ROM or other transferrable media, except for the cost of the CD-ROM or transferrable media.

Section 3.2 Additional charges, such as fees for retrieval or transportation of records may not be imposed. Charges for staff time in compiling the requested records are prohibited. Access to the records cannot be limited to conditions where the requester will incur expenses for that access [such as room rental fees at a storage facility].

Section 3.3 If a requester asks to receive records by mail, the requester will be charged the actual cost of the postage and mailing supplies in advance or must provide the custodian of records with a self-addressed envelope with sufficient postage affixed.

The number of records requested for transmittal by mail by any person shall be limited to ten (10) per month. The ESCNEO provides some of its public records on its website. As those online records are fully accessible to and searchable by members of the public at all times, and no fees are charged to search, access, download, or otherwise receive records provided on the website, the number of records requested by a person for delivery in digital format may not exceed ten (10) per month. The foregoing limitations shall not apply if the person requesting the records certifies in writing that he/she does not intend to use or forward the requested records or the information contained in them for commercial purposes. For purposes of this policy, “commercial” shall be narrowly construed and does not include the reporting or gathering of news, reporting or gathering of information to assist citizen oversight or understanding of the operation of activities of government, or nonprofit educational research.

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Section 4 – E-mail

Documents in electronic mail format are records when their content relates to the business of the office. E-mail is to be treated in the same fashion as records in other formats and should follow the same retention schedules.

LEGAL REFS: Family Educational Rights and Privacy Act; 20 USC, Section 1232g
ORC 121.22
149.011
149.43
3319.321

OAC 3301-35-03; 3301-35-04

Adopted: 9-19-07

Revised: 6-18-08, 1-15-16, 7-27-17

RECORDS COMMISSION

A Records Commission, pursuant to Section 149.41 ORC shall operate and function when educational service centers wish to destroy old records. The Commission shall consist of the Governing Board President, Governing Board Treasurer, and Superintendent of the Educational Service Center of Northeast Ohio. The members of this Commission shall appoint necessary records officers through the District to carry out the necessary work associated with District records. The Records Commission shall meet once a year to review records for disposal submitted by the records officers. Upon the approval of the Commission, records may be disposed of pursuant to Ohio law following submission of the required notices to the Ohio History Connection and State Auditor's Office.

O.R.C. §149.41

Revised: 8-24-10, 7-27-17

UNIFORM FEDERAL GRANT AND PROCUREMENT GUIDANCE

This policy shall apply to the ESCNEO's receipt and use of Federal grant awards.

I. PAYMENT

The ESCNEO shall minimize the time elapsing between the transfer of funds from the United States Treasury or a pass-through entity and the disbursement by the ESCNEO, whether payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

The ESCNEO shall make timely payments to contractors in accordance with relevant contract provisions.

Use of Resources before Requesting Cash Advance Payments

To the extent available, the ESCNEO shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

Use of Banks and Other Institutions as Depositories of Advance Payments

The ESCNEO shall account for the receipt, obligation, and expenditure of funds. The ESCNEO shall deposit and maintain advance payments of Federal funds in insured accounts whenever possible. Advance payments of Federal awards shall be maintained in interest-bearing accounts unless one of the following applies:

1. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
2. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
3. A foreign government or banking system prohibits or precludes interest-bearing accounts.

Interest-earned amounts up to \$500 per year may be retained by the ESCNEO for administrative expenses. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts shall be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either the Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by financial institutions), as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN) from the

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federal agency payment system. Submitted remittances shall comply with the requirements of 2 C.F.R. §200.305.

II. FINANCIAL MANAGEMENT

Costs

Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowed under Federal awards:

1. Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
2. Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
3. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the ESCNEO.
4. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost. Costs may not be double charged as both a direct and indirect cost. Equipment and other capital expenditures are unallowable as indirect costs. Direct costs may include capital expenditures if approved by the federal awarding agency, or pass-through entity, or for special purpose equipment with a unit cost of less than \$5,000.
5. Be determined in accordance with generally accepted accounting principles (GAAP), except as otherwise provided for in 2 C.F.R. §200.403.
6. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period.
7. Be adequately documented.
8. Be incurred during the approved grant-budget period.

Financial Management System

The ESCNEO's financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, shall be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. The ESCNEO's financial management system shall provide for the following:

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1. Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
2. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 C.F.R. §§200.327 and 200.328.
3. Records that identify adequately the source and application of funds for Federally-funded activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
4. Effective control over, and accountability for, all funds, property, and other assets. The ESCNEO shall adequately safeguard all assets and assure that they are used solely for authorized purposes.
5. Comparison of expenditures with budget amounts for each Federal award.

III. COMPENSATION – PERSONNEL COSTS – TIME AND EFFORT REPORTING

The ESCNEO shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Pursuant to 2 C.F.R. §200.430, the ESCNEO must require certification of effort to document salary expenses charged directly or indirectly against federally sponsored projects. This policy is designed to ensure that compensation for employment services, including salaries and wages, is allocable and properly expended, and that variances from the budget are reconciled.

Compensation for personnel and employment services includes all remuneration, paid currently or accrued, for services of Governing Board employees rendered during the period of performance under the Federal award, including, but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits, as set forth in 2 C.F.R. 200.431. Costs of compensation are allowable to the extent that they satisfy the specific requirements of O.R.C. §200.430 and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policies of the ESCNEO, as consistently applied to both Federal and non-Federal activities,
2. Follows an appointment made in accordance with the ESCNEO's written policies and meets the requirements of Federal statute, where applicable, and
3. Is determined and supported as provided in 2 C.F.R. §200.430(i), when applicable.

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Compensation for employees engaged in work on Federal awards will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the ESCNEO. In cases where the kinds of employees required for Federal awards are not found in the other activities of the ESCNEO, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the ESCNEO competes for the kind of employees involved.

Standards for Reporting of Time and Effort for Personnel Expenses

Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

1. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated,
2. Be incorporated into the official records of the ESCNEO,
3. Reasonably reflect the total activity for which the employee is compensated by the ESCNEO, not exceeding 100% of compensated activities,
4. Encompass both Federally assisted and all other activities compensated by the ESCNEO on an integrated basis, but may include the use of subsidiary records in accordance with the ESCNEO's written policies,
5. Comply with the established accounting policies and practices of the ESCNEO, and
6. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

The ESCNEO shall follow time and effort requirements imposed by a pass-through entity to the extent that they are more restrictive than the federal requirements. The Treasurer's office is responsible for all employee effort reports. Individually reported data will be made available only to authorized auditors.

Reconciliations

Budget estimates are not used as support for charges to federal awards, but may be used for interim accounting purposes provided that: (a) the system used by the ESCNEO to establish budget estimates produces reasonable approximations of the activity actually performed; (b) any significant changes in the corresponding work activity are identified by the ESCNEO and entered into the ESCNEO's records in a timely manner; and (c) the ESCNEO's internal controls include a process to review after-the-fact interim charges made to a federal award based on budget estimates

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and ensure that all necessary adjustments are made so that the final amount charged to the federal award is accurate, allowable, and properly allocated.

V. PROCUREMENT

Procurement of all supplies, materials, equipment, and services paid for with federal funds or ESCNEO matching funds shall be made in accordance with all applicable federal, state, and local statutes and/or regulations, the terms and conditions of the federal grant, and Board policy.

The Treasurer shall maintain a procurement and contract administration system in accordance with the "Procurement Standards" set forth in §§2 C.F.R. 200.317-.326 for the administration and management of federal grants and federally-funded programs. The ESCNEO shall maintain oversight that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Governing Board employees, officers, and agents who have purchasing authority shall abide by the standards of conduct governing conflicts of interest and governing the actions of employees, officers, and agents engaged in the selection, award, and administration of contracts set forth in Board policy and Ohio Ethics Law. Specifically, no employee, officer, or agent of the ESCNEO shall participate in the selection, award, or administration of a contract supported by federal funds where a real or apparent conflict of interest would be involved such as when the employee, officer, or agent, any member of his or her immediate family, his or her spouse, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. No officer, employee, or agent of the ESCNEO shall solicit or accept gratuities, favors, or anything beyond nominal monetary value from contractors or parties to sub-agreements.

The ESCNEO shall avoid acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. To foster greater economy and efficiency, the ESCNEO may enter into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Contract Provisions

Procurement contracts shall, at a minimum, include the terms and conditions that are required by the applicable federal procurement regulations. To the extent required by law, the ESCNEO shall require that the person awarded a contract satisfy the bonding requirements set forth in the applicable federal regulations.

Competition

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All procurement transactions for the acquisition of property or services required under a federal award shall be conducted in a manner that encourages full and open competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, the ESCNEO shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements. Some of the situations considered to be restrictive of competition include, but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding requirements;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Noncompetitive pricing practices between firms or between affiliated companies;
6. Organizational conflicts of interest;
7. Specifying only a 'brand name' product instead of allowing for an "equal" product to be offered and describing the performance or other relevant requirements of the procurement;
8. Any arbitrary action in the procurement process.

The ESCNEO shall not use statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except where an applicable federal statute expressly mandates or encourages a geographic preference. When the ESCNEO is contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

If the ESCNEO uses a pre-qualified list of persons, firms, or products to acquire goods and services, such list shall include enough qualified sources as to ensure maximum open and free competition. If the ESCNEO establishes a pre-qualified list, and if the ESCNEO accepts applications from vendors requesting to be placed on the list, the ESCNEO will make decisions regarding whether an applicant will be included on the list on an annual basis each July.

Solicitation Language

All solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when

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necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals. The Governing Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The ESCNEO shall utilize one of the methods set forth in Policy F0-2 (Purchases) for procurement.

Contract/Price Analysis

The ESCNEO shall perform a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation but the ESCNEO shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the ESCNEO shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor’s investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Time and Materials Contracts

The ESCNEO uses a time and materials type contract only after a determination that no other contract is suitable if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the ESCNEO is the sum of (1) the actual costs of materials; and (2) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the ESCNEO sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the ESCNEO shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Disqualification of Contractors

The Governing Board will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as (1) contractor integrity; (2) compliance with public

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policy; (3) record of past performance; and (4) financial and technical resources. The Superintendent shall have the authority to suspend or disqualify a person/corporation, for cause, from consideration or award of further contracts.

The ESCNEO shall not subcontract with or award sub grants to any person or company who is disqualified (referred to by federal regulations as “debarred”) or suspended. In accordance with 2 C.F.R. §180.300, for contracts over \$25,000, the ESCNEO shall confirm that the vendor is not disqualified or suspended by either checking the federal government’s System for Award Management, collecting a certification from the vendor, or adding a clause or condition to the covered transaction with that vendor.

Maintenance of Procurement Records

The ESCNEO shall maintain records sufficient to detail the history of all procurements in compliance with the ESCNEO’s records retention policy.

LEGAL REFS: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 2 C.F.R. §§200.302; 200.303; 200.305; 200.317; 200.326; 200.327; 200.328; 200.403; 200.430; 200.431; 200.439(b)(2)

Adopted: 7-27-17

Revised: 4-22-21, 8-25-22

CREDIT CARD POLICY

The Governing Board recognizes the efficiency and convenience afforded the day-to-day operation of the Educational Service Center of Northeast Ohio (ESCNEO) by establishing a credit card account. A credit card account to be used for incidental purchases authorized by the Treasurer will be established in the name of the Treasurer. The name of the ESCNEO shall appear on each credit card issued. All cards and checks related to the credit card account shall bear the ESCNEO's name. Credit cards shall not be used to circumvent the general purchasing procedures required by law and the policies of the Board. Purchases using the credit card shall be supported by documentation as required by the Treasurer. The Treasurer shall retain general possession and control of the credit card account, including credit cards, checks, invoices and electronic access credentials. The credit card must be secured at all times in the Treasurer's office, with request being made for use to the Treasurer, or designee.

Positions Authorized to Use Credit Card

Only employees of the Board who have been approved by the Treasurer may be authorized to make credit card transactions. The Treasurer shall document the name and position of any ESCNEO employee authorized to use the credit card.

Acquisition, Use and Management of Credit Card

Before an employee may obtain and use the credit card account, credit card, or any checks associated with such account, he/she must sign an acknowledgment that he/she has read and understands this Board policy.

Expenses for which the Credit Card Account May be Used and Maximum Credit Limit

The credit card shall be used only for official business and for the benefit of the ESCNEO. Credit card expenditures for the following are strictly prohibited: cash advances, cash withdraws, entertainment, goods or services for the sole benefit of the employee, alcoholic beverages, tobacco products, or to make purchases of a personal nature.

The maximum credit limit for any credit card account shall be no more than Fifty Thousand Dollars (\$50,000).

Submission of Itemized Receipts

Receipts for any transaction involving the credit card must be obtained by the employee using the card and must contain line item detail. Receipts must be submitted to the Treasurer at the time that the credit card is returned. If an employee fails to submit a receipt to the Treasurer to document a transaction involving the credit card, the employee shall be liable for the expense.

Credit Card Issuance, Reissuance, Cancellation, and Reporting Lost or Stolen Credit Cards

Only the ESCNEO Treasurer, or designee, is authorized to request the issuance, reissuance, or cancellation of a credit card. If a credit card is lost or stolen, the employee responsible for the credit card's use and possession shall immediately notify the Treasurer. The Treasurer shall immediately report that the credit card has been lost or stolen to the company that issued the credit card, and shall take all action necessary to cancel that credit card so as to ensure that no unauthorized purchases are made with the card.

Misuse of the Credit Card

An employee who utilizes the credit card in violation of Board policy may be subject to disciplinary action, including termination and/or referral to law enforcement officials for violations of O.R.C. §2913.21. The following actions/omissions by an employee qualify as misuse of the credit card and may subject the individual to disciplinary action, including termination or other sanctions:

- Use of the credit card for personal expenses.
- Use of the credit card for expenses beyond those authorized by the Treasurer.
- Permitting any other person to use or possess the credit card.
- Using the credit card in any way that violates state or federal law or Board policy.

Knowing misuse of an ESCNEO's credit card is a criminal offense under O.R.C. §2913.21.

Report of Credit Card Rewards

To the extent that rewards are received based on the use of the credit card account, the Treasurer shall annually file a report with the Board detailing all rewards received.

LEGAL REF: O.R.C. §3313.311
Ohio Auditor of State Bulletin 2016-004

Adopted: 11-15-18

PROVIDING SERVICES THROUGH NONCOMPETITIVE CONTRACTS [NEW]

Ohio law authorizes boards of education and other political subdivisions to enter into contracts with an educational service center for the educational service center to purchase supplies, materials, equipment, or to deliver services for the board of education or political subdivision. These contracts promote operational efficiency and cost savings, and enhance the educational experience for students. Purchases by boards of education through contracts with the ESCNEO for supplies, materials, equipment, and services are exempt from competitive bidding, and are required by certain boards of education, as set forth in O.R.C. §3313.843.

When purchasing personnel-based services from the ESCNEO, a board of education shall be exempt from all competitive bidding requirements and considered compliant under federal law pursuant to authority granted to the Ohio Department of Education, including the use of federal grant funds by a board of education to purchase the services, provided the ESCNEO has satisfied all of the following conditions:

- The ESCNEO provides a list of all services it provides, including sample costs of those services, on its website.
- The ESCNEO has been designated as “high performing” under rules established by the Ohio Department of Education.
- The ESCNEO was substantially in compliance with all audit rules and guidelines during the most recent audit conducted by the Auditor of State.

LEGAL REFS: O.R.C. §§3313.843, 3313.845, and 3313.846; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 2 C.F.R. §§200.320; and 200.324.

Adopted: 4-22-21

Section Three – Human Resources

Policy	Name
HR-1	Non-Discrimination and Equal Employment Opport. rev. 7-30-20
HR-2	Grievance Procedure for Students and Employees rev. 5-21-20
HR-3	Prohibition of Sexual Harassment and Discrimination rev. 5-21-20
HR-4	Criminal Records Check Rev. 8-25-22
HR-5	Smoke Free Schools rev. 2-20-20
HR-6	Drug-Free Workplace rev. 7-26-18
HR-7	Alcohol and Drug Abuse Testing for Employees Performing Safety-Sensitive Duties adopted 7-26-18 rev. 9-26-18
HR-8	Blood Borne Pathogens
HR-9	Salary Schedules rev. 2-21-19
HR-10	Fringe Benefits adopted 6-24-15 rev. 2-21-19
HR-11	HIPPA Privacy Policy adopted 7-27-17
HR-12	Severance Pay rev. 4-22-21
HR-13	Professional Meetings rev. 10-26-23
HR-14	Expenses for Business Meetings/Meals
HR-15	Sick Leave
HR-16	Family Medical Leaves Rev. 8-25-22
HR-17	Personal Leave rev. 9-22-16
HR-18	Employee Vacation Leave
	<i>Administrative</i>
HR-19	Evaluation of Superintendent
HR-20	Incapacity of Superintendent
HR-21	Evaluation of Treasurer
HR-22	Incapacity of Treasurer
HR-23	Evaluation of Administrators Rev. 8-25-22
HR-24	Administrative Staff – Reduction in Force
	<i>Certified and Classified</i>
HR-25	Evaluation of Teachers rev. 7-27-17 rev. 7-30-20
HR-26	Evaluation of Certified Employees adopted 9-22-16
HR-27	Evaluation of Classified Employees
HR-28	Evaluation of School Counselors adopted 9-22-16

NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Governing Board does not discriminate on the basis of race, color, religion, national origin, gender, disability, genetic information, military status, ancestry, or age in its programs and activities, including employment opportunities.

The Superintendent shall appoint a Title IX Coordinator who will be responsible for compliance with Federal and State regulations and ensure that any inquiries or complaints are addressed promptly in accordance with the law.

R.C. 4112.02

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

42 U.S.C., 200e, et seq., Civil Rights Act of 1964

42 U.S.C., 12112, Americans with Disabilities Act of 1990

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

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

29 Code of Federal Registration (C.F.R.) – Part 1635: Genetic Information Non-Discrimination ACT (GINA) 2008

Revised: 11-26-85, 12-22-87, 10-24-90, 1-27-93, 7-15-98, 7-23-08, 6-29-11, 7-30-20

GRIEVANCE PROCEDURE FOR STUDENTS AND EMPLOYEES

It is the intent of the Governing Board to comply with the nondiscrimination provisions of federal laws and regulations with regard to disability, gender, race, ethnicity, or national origin. Neither the Governing Board nor its employees shall discriminate against any student or individual entitled to participate in the education programs or activities of the Educational Service Center of Northeast Ohio (ESCNEO), or in the employment of ESCNEO personnel.

The Title IX Coordinator’s name and contact information shall be made known to all applicants for employment and employees. Further, the ESCNEO shall prominently display on its website the contact information for the Title IX Coordinator. The Governing Board hereby designates and authorizes the following individual to serve as the ESCNEO’s Title IX Coordinator:

Steve Rogaski, Director of Human Resources and Pupil Services
Educational Service Center of Northeast Ohio
6393 Oak Tree Blvd., Independence, OH 44131
216-524-3000
steve.rogaski@escneo.org

GRIEVANCE PROCEDURE

The Grievance Procedure is established to provide a fair, reliable, and impartial investigation in response to any allegations of unlawful discrimination or harassment by ESCNEO employees, other students, or third parties.

1. Informal Procedure
 - a. Any individual who believes s/he has a valid basis for a complaint that s/he has been subjected to discrimination or harassment is encouraged, but not required, to discuss the matter informally with the building principal or immediate supervisor. If the principal or supervisor is the subject of the complaint, or if the individual is not a student or employee of the ESCNEO, the individual may discuss his/her concerns with the Title IX Coordinator.
 - b. Except where an employee has allegedly sexually harassed a student, the investigator may offer informal resolution options if a formal complaint is filed, and both parties give voluntary, informed, written consent. The ESCNEO shall not require, as a condition of employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints. Any party has the right to withdraw from informal resolution and resume the grievance process with respect to the formal complaint.
2. Filing of Complaint
 - a. If the informal procedure does not resolve the matter, or if the individual does not wish to use the informal procedure, an individual who believes s/he has been discriminated against (“the complainant”) may submit a complaint in writing to the Title IX

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Coordinator as soon as possible after learning of the alleged incident of harassment or discrimination. If the Title IX Coordinator is the individual alleged to have engaged in the harassment/discrimination, the individual shall make the complaint directly to the Superintendent and the Superintendent, or designee, will conduct the investigation.

- b. Any person may report an alleged incident of discrimination or harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute gender discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator. The ESCNEO will treat a person as a complainant any time it has notice that the person is alleged to be the victim of conduct that could constitute discrimination or harassment (regardless of whether the person self-reported, or a third party reported the incident), and irrespective of whether the complainant ever chooses to file a formal complaint.
- c. The complaint should include facts underlying the complaint, including the name(s) of the individual(s) alleged to have engaged in discrimination or harassment ("the respondent"); the name(s) of possible witness(es); the location, date and time of the incident; and any other relevant information. The complainant may use a Complaint Form provided by the Title IX Coordinator or may submit the information in an alternate form.
- d. The Title IX Coordinator is responsible for investigating the allegation(s) of discrimination or harassment based on the information included in the complaint, or appointing an investigator to conduct an investigation.
- e. The right to confidentiality, both of the complainant and of the respondent, will be respected consistent with the ESCNEO's legal obligation and with the necessity to investigate allegations of misconduct and take corrective action when misconduct has occurred. The ESCNEO will keep confidential the identity of complainants, respondents, and witnesses, except as may be permitted by FERPA, or as required by law, or as necessary to carry out a Title IX proceeding.

3. Investigation

- a. The investigator shall remember that the investigation requires a balancing of the respondent's due process rights, the complainant's right to an environment free of harassment and/or discrimination, and the Board's interest in a prompt and fair investigation.
- b. The investigator shall send written notice to both the complainant and respondent of the allegations set forth in the formal complaint.
- c. The investigator shall meet with the complainant within a reasonable period of time following receipt of the complaint. However, the investigator is urged to meet with the complainant as soon as possible.

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- d. Following the meeting with the complainant, the investigator shall conduct a fair, reliable, and impartial investigation, which shall include a review of the relevant evidence; interviews with parties and witnesses, if available; and take any other actions that are considered necessary to determine whether harassment/discrimination has occurred. The investigation also shall include a conference with the respondent, if available.
- e. The investigator will not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the ESCNEO obtains that party's voluntary, written consent to do so.
- f. Upon conclusion of the investigation, the investigator shall issue a written report. After the investigative report has been sent to the parties and before reaching a determination regarding responsibility, the decision maker(s) must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision maker(s) must explain to the party proposing the questions any decision to exclude questions as not relevant.
- g. Although the facts and circumstances of a particular investigation may require an investigation to continue beyond 45 work days, it is recommended that the investigation and a report of the findings be completed within that time frame.
- h. The report shall include a determination of whether the respondent was found to have engaged in harassment/discrimination, was found not to have engaged in harassment/discrimination, or whether the investigation was inconclusive. The ESCNEO shall use a "preponderance of the evidence" standard to make such determination. A copy of the report with all personally identifiable student information redacted shall be issued to the complainant or the complainant's parent and the respondent. A full copy of the report shall be sent to the Superintendent.
- i. A finding of no harassment/discrimination or inconclusive evidence shall end the investigation.
- j. Written notice of the outcome of the complaint shall be provided to the complainant and the respondent. If harassment/discrimination is found to have occurred, the investigator shall recommend what steps are necessary to ensure that the harassment/discrimination is eliminated, to prevent its recurrence, and to address any discriminatory effects on the complainant or others, if appropriate and feasible.

4. Discipline for Substantiated Complaints

- a. If harassment/discrimination is found to have occurred, the person who engaged in such harassment/discrimination shall be disciplined, up to and including suspension or expulsion for students, or suspension or termination of employment for employees.
- b. The discipline shall be reasonably calculated to end the harassment/discrimination, to prevent its recurrence, and to correct discriminatory effects on others.

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- c. Any discipline must include a directive that the respondent not engage in such harassment/discrimination in the future.
- d. Making a materially false statement in bad faith in the course of an investigation may subject an employee to disciplinary action.

5. Appeal to the Board

The ESCNEO will offer both the complainant and respondent the opportunity to appeal in writing within ten calendar days from a determination finding responsibility, and from a dismissal of a formal complaint or any allegations therein, on any of the following bases:

- a. Procedural irregularity that affected the outcome of the matter
- b. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter
- c. The Title IX Coordinator, investigator, or decision maker had a conflict of interest or bias that affected the outcome of the matter

The Governing Board hereby designates the Superintendent to hear appeals of the Title IX Coordinator's determination. The Superintendent shall review the case, may conduct an informal hearing, and will notify the complainant, the respondent, and the Title IX Coordinator in writing of the decision within ten work days after reviewing the case and holding, if any, the informal hearing. The Superintendent's decision shall be final.

It is Governing Board policy that all reports of discrimination or harassment will be thoroughly investigated, and violations of this policy will be treated as serious disciplinary infractions. ESCNEO employees will be notified at least annually of their responsibility to report all instances of possible discrimination or harassment based on race, color, national origin, gender, disability, age, or religion of which they become aware.

No individual shall be subjected to retaliation for any good faith report of harassment or discrimination or for participating in an investigation about harassment or discrimination under this policy. No employee of the ESCNEO, nor any other person, may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in a Title IX investigation, proceeding, or hearing. Complaints alleging retaliation may be filed according to the procedures for gender discrimination.

An individual who believes s/he has been discriminated against by the ESCNEO may file a complaint at any time with the U.S. Department of Education, Office for Civil Rights, 600 Superior Avenue, East, Suite 750, Cleveland, Ohio 44114-2611.

This Grievance Procedure shall be prominently posted in the ESCNEO Central Office and the facilities with students being served by the ESCNEO staff and included in ESCNEO Employee Handbook.

LEGAL REFS: Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 *et seq.*; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act (42 U.S.C. §12131 *et seq.*)

Adopted: 4-19-2012 Revised: 5-21-2020

PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION

Federal and state laws prohibit sexual harassment or discrimination on the basis of gender toward any employee or student. Accordingly, the Governing Board prohibits and will not tolerate sexual harassment or gender discrimination in employment, recruitment, consideration, or selection. It shall be a violation of this policy for any member of the Educational Service Center of Northeast Ohio (ESCNEO) staff or a third party (i.e., visiting speaker) to harass an employee or student through conduct or communications of a sexual nature as defined below. This includes harassment by a supervisor or another co-employee.

Sexual Harassment

1. Sexual harassment is conduct on the basis of gender that satisfies one or more of the following:
 - a. A school employee conditioning education benefits on participation in unwelcome sexual conduct (*i.e., quid pro quo*); or
 - b. Unwelcome conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school’s education program or activity; or
 - c. Sexual assault (as defined in the Clery Act, 20 U.S.C. 1092(f)), dating violence, domestic violence, or stalking as defined in the Violence Against Women Act.
2. Duty to Respond: The ESCNEO will promptly respond when an allegation of sexual harassment or discrimination occurs in an education program or activity. Education programs and activities include locations, events, or circumstances over which the ESCNEO exercises substantial control over both the respondent and the context in which the sexual harassment or discrimination occurs.
3. Supportive Measures: Upon receiving an allegation of sexual harassment or discrimination, the ESCNEO shall offer Supportive Measures to a complainant. “Supportive Measures” are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, without fee or charge, to an alleged victim or respondent, before or after the filing of a formal complaint or where no formal complaint has been filed. The Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

Any individual who believes he or she has been discriminated against or harassed in violation of this policy should contact the ESCNEO’s Title IX Coordinator:

Steve Rogaski, Director of Human Resources and Pupil Services
Educational Service Center of Northeast Ohio
6393 Oak Tree Blvd., Independence, OH 44131
216-524-3000

LEGAL REFS: Title IX of the Education Amendments of 1972
20 C.F.R. 1604.11 Adopted: 2-24-93, Revised: 6-20-12, 5-21-20

CRIMINAL RECORDS CHECK

In accordance with state law, the Governing Board requires all applicants for employment to undergo a criminal records check conducted by the Bureau of Criminal Identification and Investigation (“BCI”) at the time of their initial employment and at the intervals required by law as set forth below. “Applicant” means a person who is under final consideration for appointment or employment in a position with the Governing Board, except that “applicant” does not include a person already employed by the Governing Board who is under consideration for a different position.

The following notice shall be included on each employment application in boldface type: “ANY PERSON WHO KNOWINGLY MAKES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.”

- A. A criminal records check shall be requested from the BCI for each applicant under final consideration. The request shall include a request that the BCI obtain information from the Federal Bureau of Investigation (“FBI”) as a part of the criminal records check. The Governing Board may accept a certified copy of any records issued by the BCI presented by an individual applying for employment with the Governing Board in lieu of requesting such information itself. In such case, however, the Governing Board shall only accept a certified copy of such records within one (1) year after the date of issuance by the BCI.
- B. Each applicant for a position with the Governing Board may be employed conditionally, at the sole discretion of the Governing Board, until the criminal records check is completed and the Governing Board receives the results of the criminal records check. If the results of the criminal records check indicate that the applicant has been convicted of or pleaded guilty to any crime listed in O.R.C. §3319.39(B)(1)(a) or an existing or former law of Ohio, another state, or the United States that is substantially equivalent to any of the offenses listed in O.R.C. §3319.39(B)(1)(a), or if the applicant has applied for a position as a teacher, any crime listed in O.R.C. §3319.31 in addition to those set forth in O.R.C. §3319.39(B)(1)(a), the applicant shall be immediately released from employment with the Governing Board.
- C. Subsequent criminal records checks of employees shall be requested from the BCI for every person hired by the Governing Board, other than a person hired for a position that requires a license issued by the Ohio State Board of Education, according to the following schedule:
 - 1. for a person in a position other than for the operation of a vehicle for pupil transportation by September 5, 2008 and every five years thereafter; and
 - 2. for a person hired to operate a vehicle used for pupil transportation, at time of initial application and every six years thereafter at time of renewal.

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If the employee presents proof that he or she has been a resident of Ohio for the five years immediately prior to the date of the subsequent criminal records check, and the Educational Service Center of Northeast Ohio (ESCNEO) has previously requested criminal records check from BCI and the FBI, the ESCNEO shall request BCI to obtain only information from the FBI.

- D. When permitted by law, the Governing Board will take into consideration administrative rules adopted by the State Board of Education specifying the circumstances under which a person who has been convicted of a disqualifying offense may be employed; provided the person meets the rehabilitation standards set forth in the rules.
- E. The report of a criminal records check conducted by the BCI is not a public record and shall not be made available to any person other than the applicant, a court, a hearing officer, or other necessary individual involved in a case dealing with the denial of employment to the applicant.
- F. For any position that does not require a license issued by the State Board of Education and is not for the operation of a vehicle for pupil transportation, a private company that provides essential school services to the ESCNEO shall submit a criminal records check for any employee of the private company who will work in the ESCNEO in a position that involves routine interaction with or regular responsibility for the care, custody, or control of a child.
- G. In accordance with O.R.C. §3319.40, an employee who has been arrested, summoned, or indicted for a crime listed in O.R.C. §3319.31(C) if the employee holds a license, or O.R.C. §3319.39(B) (1) if the employee does not hold a license, shall be suspended from all duties that require the care, custody, or control of a child or placed on administrative leave during the pendency of the criminal action against the employee.
- H. A person hired to operate a vehicle used for pupil transportation who is convicted of or has pleaded guilty to any crime listed in O.R.C. §3319.31(C) or O.A.C. §3301-83-23(A)(6)(c) shall be barred from employment and the rehabilitation standards will not apply.
- I. The ESCNEO shall consult the “educator profile” database maintained on the website of the Ohio Department of Education (“ODE”) prior to making any hiring decision. After consulting the “educator profile” database, the ESCNEO may further discern the employment, disciplinary, or criminal record of an applicant for employment by:
 - 1. Consulting the ODE Office of Professional Conduct to determine whether the individual has been the subject of either:
 - a. A notice to ODE under O.R.C. §§3314.40, 3319.313, 3326.24, 3328.19, or 5126.253; or
 - b. A disciplinary action conducted by ODE.
 - 2. Consulting any prior education-related employers of the individual.

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The ESCNEO may require additional background checks other than the criminal records checks for any applicant for employment. Should that information indicate that the individual has engaged in conduct unbecoming to the teaching profession or has committed an offense that prevents, limits, or otherwise affects the applicant's employment with the ESCNEO, the ESCNEO may release the individual from employment.

- J. No ESCNEO employee or public official shall knowingly engage in any activity intended to assist another individual in obtaining employment with a school district, chartered nonpublic school, or a county board of developmental disabilities in a position responsible for providing educational services to children from six through 21 years of age, other than transmitting administrative and personnel files to the prospective employer, if the ESCNEO employee or public official knows or has reasonable cause to believe that the individual has committed a sex offense listed in Chapter 2907 of the Revised Code, or a substantially comparable offense, involving a student.

LEGAL REFS: O.R.C. §§3319.318; 3319.39; 3319.391; 3319.392; 3319.393; 3319.40; 3327.10; 109.57; 109.572; and O.A.C. §3301-83-23

Adopted: 10-24-90

Revised: 7-26-95, 6-20-12, 7-26-18, 8-25-22

SMOKE FREE SCHOOLS

For purposes of this policy, “smoking” shall mean inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, electronic smoking device, e-cigarette, vape, or other lighted smoking device for burning use with tobacco, substances containing nicotine, or any other plant. “Use of tobacco” shall mean all uses of tobacco, including a cigar, cigarette, pipe, smoking device, snuff, or any other matter or substances that contain nicotine.

Cessation products approved by the United States Food and Drug Administration for use as medical treatment to reduce or eliminate nicotine or tobacco dependence are allowed and are not prohibited products.

Smoking is prohibited in all buildings and enclosed areas owned or under the control of the Educational Service Center of Northeast Ohio and in areas immediately adjacent to the entrances or exits.

Smoking and the use of tobacco are prohibited during hours of employment and at any Educational Service Center of Northeast Ohio sponsored event, whether such event occurs on or off Educational Service Center of Northeast Ohio property.

LEGAL REFS: 20 U.S.C. §7183

O.R.C. §§3313.751; 3794.01, 3794.02

Adopted: 10-17-12

Revised: 2-20-2020

DRUG-FREE WORKPLACE

The Educational Service Center of Northeast Ohio prohibits any employee directly under contract to the Educational Service Center from manufacturing, possessing, using, distributing, or dispensing any controlled substance while in a facility operated or served by the Educational Service Center or while involved in any program related activity or event, including but not limited to

- alcohol
- marijuana
- any substance containing betel nut
- any synthetic, counterfeit or “look alike” controlled substance or
- any prescription drug or medication which is not prescribed for the employee

Any employee who violates this policy shall be subject to disciplinary action which may include non-renewal or termination of their contract and referral for prosecution. Assistance in obtaining information about drug and alcohol counseling and rehabilitation and re-entry programs that are available in the community will be granted upon request of the employee to the Superintendent or designee of schools.

LEGAL REFS: Drug-Free Workplace Act of 1988, Pub. L. No. 100-690, 41 U.S.C.
701 et seq.; 20 U.S.C. 3474, 1221e-3(a) (1) (1988);
Drug-Free Workplace Act, 34 C.F.R. §85 (1988)

Adopted 10-24-90
Revised 9-21-11
Revised 7-26-18

**ALCOHOL AND DRUG TESTING FOR
EMPLOYEES PERFORMING SAFETY-SENSITIVE DUTIES**

Employees who perform safety-sensitive duties, including drivers of vehicles that transport students and CDL license holders, must be mentally and physically alert while on duty to ensure the safety of employees and students. Drug and alcohol usage can affect a person's ability to perform such duties safely and effectively. Safety-sensitive duties include the performance of all tasks associated with the operation and maintenance of vehicles, and any period in which an employee actually performs, is ready to perform, or immediately available to perform any safety-sensitive duty. Use of controlled drugs by employees performing safety-sensitive duties is prohibited both on and off duty.

Pursuant to federal law, all employees who perform safety-sensitive duties must be free of any influence of alcohol or controlled substance while on duty. This includes driving time; waiting to be dispatched; inspecting and servicing equipment; supervising, performing or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; performing driver requirements related to accidents; and performing any other work for the Educational Service Center of Northeast Ohio (ESCNEO) or any entity served by the ESCNEO.

Alcohol and drug tests shall be conducted in accordance with federal and state regulations at the following times: prior to employment, for reasonable cause, upon return to duty after any alcohol or drug rehabilitation, after any accident, following receipt of a citation under a state or local law for a moving traffic violation while operating a vehicle during work hours, on a random basis, and on a follow-up basis. Tests shall examine for the presence of alcohol and controlled drugs including marijuana, cocaine, opioids, amphetamines and phencyclidine (PCP). The ESCNEO will not employ anyone who has a pre-employment positive result from a drug test or who refuses to take a drug test. When a current employee transfers to a position with safety-sensitive duties, a drug test will be administered.

For random testing, the number of tests annually must equal the legally required percentage of employees subject to testing. Employees shall be selected for random testing by a scientifically valid random process, and each employee shall have an equal chance of being tested each time selections are made.

Any employee who tests positive shall be prohibited from performing or continuing to perform his/her safety-sensitive duties and, for a first offense, will be referred to the ESCNEO's Employee Assistance Program. If the lab determines that any adulterant has been added to a specimen, then the test will be considered positive and the employee shall be prohibited from performing any safety-sensitive duties and, for a first offense, be referred to the ESCNEO's Employee Assistance Program. In addition to these requirements, employees who test positive for alcohol or drugs, refuse to submit to an alcohol or drug test, fails to be readily available for post-accident or post-citation testing, or alters or attempts to unduly influence a test, shall be subject to disciplinary action up to and including termination of employment.

Any employee who refuses to submit to a test shall be prohibited from performing or continuing to perform safety-sensitive duties. The consequences for a refusal to submit to a test are the same as if the employee failed the test. A refusal to take a test includes the failure to provide adequate breath or urine for testing without a valid medical reason, engaging in conduct that obstructs the testing process, failure to sign a testing form, and leaving before a post-accident or post-citation test is performed.

The ESCNEO will pay all costs of alcohol and drug testing, return-to-duty, and follow-up tests which are not covered by the ESCNEO's health benefit coverage. Employee alcohol and drug test results and records shall be confidential and will be released only in accordance with law. Upon written request, an employee may obtain copies of any records relating to his/her use of alcohol or drugs, including any records pertaining to his/her alcohol or drug tests. An employee must provide written authorization before

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his/her test result can be provided to any other person except a government agency specified in the applicable federal regulations.

All drug tests shall be conducted in accordance with federal testing guidelines and be performed by a laboratory or agency that is federally or state certified. The Superintendent may designate one or more collection sites where an employee may provide urine specimens for testing.

An employee having an alcohol concentration of 0.04 shall be prohibited from performing safety-sensitive duties until he/she has been evaluated by a substance abuse professional and tests at less than 0.02 for the presence of alcohol. An employee with an alcohol concentration of 0.02 or greater, but less than 0.04, is not permitted to perform safety-sensitive duties for 24 hours. In addition to these requirements, the District has the right to discipline the employee for alcohol misuse.

If the first drug test on the urine sample reveals a positive sample result, the employee, within seventy-two hours of receipt of the results of the first test, may request a second test of the split specimen of the first urine sample. The employee shall be responsible for the costs of the second test. Once a drug test is verified as positive, the employee must be removed from safety-sensitive duties. The results of the split test, if requested by the employee, do not need to be received before the employee is removed from safety-sensitive duties.

The requirements of the alcohol and drug prohibitions and testing requirements as contained in this Policy will be made available to applicable employees. This policy will be distributed to each employee performing safety-sensitive duties, and all such employees shall execute an acknowledgement of receiving this Policy. The designated person to answer questions about the alcohol misuse and drug use rules will be the Superintendent or designee.

An exception to this Policy is made for an employee's use of a prescription drug pursuant to the instruction of a physician. Employees are required to notify the employee's immediate supervisor of any therapeutic or medically necessary drug use and provide a written statement from the physician prescribing the drug. The employee's use may not exceed the prescribed dosages and the employee must comply with any limitations imposed on the employee's duties by the physician or supervisor due to the employee's use of a prescription drug.

An employee who voluntarily discloses that the employee has an addiction to alcohol or drugs may participate in the Employee Assistance Program, and will qualify for the receipt of medical insurance benefits for treatment of alcohol or substance abuse, including follow-up care, to the extent that such benefits are provided for or offered in the ESCNEO's health benefit coverage. Voluntary disclosure of an alcohol or drug addiction by an employee will not subject the employee to disciplinary action unless such disclosure is made after the employee is tested or immediately prior to testing. Nothing herein shall prevent the Board from disciplining an employee, up to and including termination, for misconduct associated with the employee's alcohol and/or drug use regardless of whether the employee has disclosed an alcohol or drug addiction.

Employees who perform safety-sensitive duties will be provided educational materials explaining the Federal regulations and Governing Board policies relating to the misuse of alcohol and other controlled substances. The employee must sign a statement certifying receipt of these materials. An employee who refuses to sign the requisite statement shall be prohibited from performing safety-sensitive duties and is subject to C.F.R §382 identification of prohibited conduct, the circumstances and procedures under which employees are subject to testing for alcohol and/or controlled substances, the consequences of a positive test, and the contact information of an individual at the ESCNEO who can answer questions about the educational materials.

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This Policy shall not be construed as authorizing the use of medical marijuana by employees. A positive test for marijuana, even if the employee has a prescription from a physician, shall be considered a violation, and the employee shall be subject to discipline and other requirements of this Policy.

LEGAL REFS.: 49 C.F.R. §382; 34 C.F.R. Part 40; O.R.C. §3796.28

Adopted: 7-26-18

Revised: 9-26-18

BLOODBORNE PATHOGENS

The Governing Board recognizes that staff/students incur some risk of infection and illness each time they are exposed to blood or other potentially infectious materials. While the risk to staff/students of exposure to body fluids due to casual contact with individuals in the Educational Service Center of Northeast Ohio (ESCNEO) environment is very low, the Board regards any such risk as serious.

To reduce the risk to staff/students by minimizing or eliminating staff exposure incidents to bloodborne pathogens, the Board directs the Superintendent to develop and implement an Exposure Control Plan. Bloodborne pathogens are defined as pathogenic micro-organisms that are present in human blood and can cause disease in humans. These include, but are not limited to, Hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

The plan shall include first-aid kits in each school room and each school vehicle; correct procedures for cleaning up body fluid spills and for personal cleanup.

The Board directs adherence to universally recognized precautions. Universally recognized precautions require that staff and students approach infection control as if all direct contact with human blood and body fluids is known to be infectious for HIV, HBV and/or other blood borne pathogens.

Annual training followed by an offer of immunization with Hepatitis B vaccine shall be provided for all staff who are required to provide first aid to students and/or for all staff who have occupational exposure as determined by the ESCNEO.

Handling and Disposing of Contaminated Fluids

Health department information about the transmission of diseases including AIDS and Hepatitis B focuses on "body fluids" as a possible carrier of organisms that can infect others. The term includes drainage from cuts and scrapes, vomit, urine, feces, respiratory secretions (nasal discharge), saliva, semen and blood. While any contact with the body fluids of another person represents a risk, the level of risk is very low. The risk is increased if the fluid comes in contact with a break in the skin of another individual. Generally, simple, consistent standards and procedures of cleanliness minimize risk.

The following procedures are precautionary measures against the transmission of diseases. Prudent actions are to be employed by all staff and students. These actions should focus primarily on steps that staff members can take to ensure their own well-being.

Those who administer first aid, provide physical care or may otherwise incur occupational exposure to blood or other potentially infectious materials as determined by the ESCNEO will be specifically protected through the ESCNEO's Exposure Control Plan.

The procedures, however, are a review for all staff and students of appropriate hygienic and sanitation practices.

- A. Universally recognized precautions are to be followed at all times. Universally recognized precautions require the assumption that staff and students approach infection control as if all direct

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contact with human blood and body fluids is known to be infectious for HIV, HBV and/or other bloodborne pathogens.

- B. Whenever possible, a student should be directed to care for his/her own minor bleeding injury. This includes encouraging students to apply their own band aids. If assistance is required, band aids may be applied after removal of gloves if caregiver will not come into contact with blood or wound drainage.
- C. Gloves are required for all tasks in which an individual may come into contact with blood or other potentially infectious materials. Such tasks include cleaning body fluid spills, emptying trash cans, handling sharps/containers, handling contaminated broken glass, cleaning contaminated equipment and handling contaminated laundry/clothing. This also includes assisting with any minor wound care, treating bloody noses, handling clothes soiled by incontinence, diaper changing and cleaning up vomit.
- D. Complete and effective hand washing of at least 10 seconds duration should follow any first aid or health care given a student or contact with potentially infectious materials.
- E. If exposure to blood or other potentially infectious materials occurs through coughing, any first-aid procedure, or through an open sore or break in the skin, thorough washing, preferably with germicidal soap, is necessary.
- F. In the event hand washing facilities are not readily available, thorough cleaning using an antiseptic cleanser and clean cloth/paper towels or antiseptic towelettes provided by the ESCNEO as an alternative is necessary. In the event alternatives are used, hands must be washed with soap and running water as soon as possible.
- G. Any surface contaminated with blood or other potentially infectious materials must be cleaned after each use and at the end of the day with soap and water and then rinsed with an EPA* approved disinfectant. These surfaces include equipment, counters, mats (including those used in physical education and athletic events) or changing tables.
- H. An EPA approved disinfectant must be used when cleaning fluids such as blood or vomit from the floor or other such contaminated surfaces.
- I. Contaminated laundry such as clothing and towels must be placed and transported in bags and containers in accordance with the ESCNEO's universally recognized precautions. All such items must be laundered in hot or cold water and soap and placed in a dryer.
- J. Needles, syringes, broken glassware and other sharp objects found on ESCNEO property must not be picked up by students at any time, nor by staff without appropriate puncture-proof gloves or mechanical device such as a broom, brush and dust pan. Any such items found must be disposed of in closable puncture resistant, leak proof containers that are appropriately labeled or color-coded.
- K. All wastebaskets used to dispose of potentially infectious materials must be lined with a plastic bag liner that is changed daily.

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- L. Gloves and repellent gowns, aprons or jackets are required for tasks in which exposure to blood or other potentially infectious materials can be reasonably anticipated to contaminate street clothing. Type and characteristics of such protective clothing will depend on the task. Such tasks may include diapering/toileting with gross contamination, assisting with wound care, sorting or bagging contaminated laundry/clothing and disposing of regulated waste with gross contamination.
- M. Maximum protection with gloves, face and/or eye protection and gowns are required whenever splashes, spray, spatter or droplets of blood or other potentially infectious materials may be generated and eye, nose or mouth contamination can be reasonably anticipated. Such tasks may include feeding a child with a history of spitting or forceful vomiting and assisting with severe injury and wound with spurting blood.
- * Disinfectants which can be used include Lysol, Purex, Clorox, Tough Act bathroom cleanser, Dow bathroom cleaner, Real Pine liquid cleaner, Pine Sol, Spic and Span, Tackle liquid, Comet and other products with EPA numbers.

LEGAL REFS: 29 CFR 1910.1030; O.R.C. Chapter 4167

Adopted: 10-17-12

SALARY SCHEDULES

The Governing Board shall annually adopt salary schedules for certificated (teaching) employees, which shall not be less than that schedule prescribed by O.R.C. §3317.13, non-certificated (Aides and Attendants) employees, supervisors and other positions as determined by the Governing Board.

Subject to the discretion of the Governing Board, compensation of all Governing Board employees shall be individually determined by the needs of the Governing Board or by the requesting school district and/or agency based on the need for specific services, scheduling, finances and/or budgetary concerns, training, and/or years of service.

Placement on Salary Schedule

In placing a teacher or other certificated personnel on the salary schedule, a maximum of ten (10) years of service credit for experience will be granted for the following service:

1. All Ohio public and chartered non-public school service
2. Out-of-state public school service
3. Active military service in the armed forces of the United States

A year of teaching service shall consist of a minimum of one hundred twenty (120) days of full-time service for salary schedule credit purposes; or, for military service, a partial year of eight (8) continuous months or more.

Individuals who have earned up to one hundred forty-nine (149) semester hours of college credit shall be placed in the Bachelor's degree salary schedule column. Individuals who have earned a minimum of one hundred fifty (150) semester hours but not a Master's Degree shall be placed in the five (5) year training column. Individuals who verify by transcript the possession of a Master's Degree shall be placed in the Master's Degree column on the Salary Schedule.

Hours of credit granted beyond a Bachelor's Degree for salary schedule credit shall be determined by the Superintendent or designee. The Superintendent or designee shall make the final determination of experience training levels and where individuals shall be placed on salary schedules.

Part-Time Employment

Individuals placed on the salary schedule who are employed for less than a full day shall be compensated as follows:

- All teachers working less than a full day shall be paid by the hour as per the salary schedule.
- All contracts, payroll cards, and other records must reflect actual hours working each day. Fractions such as one-half (½) day will not be used.

LEGAL REFS.: O.R.C. §§3317.13, 3317.14 Adopted: 2-26-87
Revised: 12-22-87, 8-23-89, 7-26-95, 7-15-98, 6-19-13, 2-21-19

FRINGE BENEFITS

The following schedule of benefits is established for full-time employees:

- Medical and dental benefits for full-time employees. The Board shall pay 80% of the cost of the premium.
- Vision coverage for full-time employees in an amount determined by the Board. The Board shall pay 50% of the cost of the premium.
- Group Liability Insurance – Board paid. The Board maintains general educational liability and auto liability insurance policies for all employees of the Educational Service Center of Northeast Ohio (ESCNEO). In some circumstances, these policies cover ESCNEO employees while acting in the course and scope of their employment with the ESCNEO. Any ESCNEO employee who is involved in an accident or other incident which might give rise to a claim should immediately contact his/her supervisor. Failure to make a timely report will jeopardize coverage for the incident.
- Group Life Insurance – Board paid. \$50,000 basic plus Accidental Death & Dismemberment.
Employees under contract for 20 or more hours per week are eligible for the group life insurance benefit.
- STRS-SERS (Tax deferred) – As provided under Ohio law.

Eligibility Definition:

For purposes of the above listed benefits, full-time employment means employed under a contract with the ESCNEO in a position requiring not less than six (6) hours per day, five (5) five days per week during the employee's contract term. Full-time employees are eligible to receive all of the fringe benefits listed above.

In accordance with federal regulations, school psychologist interns shall not be eligible for insurance benefits.

Members of the Governing Board may elect to be covered under the medical, dental, vision and group liability insurance benefits upon payment of 100% of the cost of premiums. An application shall be filed with the Treasurer, announced at a regular public meeting of the Governing Board, and recorded in the minutes. Premiums shall be promptly paid by the Governing Board member.

LEGAL REFS.: O.R.C. §3313.202; 26 U.S.C. §4980H; 26 C.F.R. §54.4980H-1(a)(23)(ii)(B)
Adopted: June 24, 2015. Previous Version: November 19, 2014, February 21, 2019

HIPAA PRIVACY POLICY

The Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended from time to time, including by the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), grants individuals the right to receive notice of the uses and disclosures of their Protected Health Information that may be made by the health benefit plan provided to employees and sets forth the individual's rights and the plan's legal obligations with respect to maintaining the confidentiality and integrity of Protected Health Information.

The terms used in this policy shall have the same meanings as provided in the HIPAA regulations, including 45 C.F.R. §160.103.

Confidentiality of Individually Identifiable Health Information

All officers, employees, and agents of the Educational Service Center of Northeast Ohio (ESCNEO) shall preserve the confidentiality and integrity of Individually Identifiable Health Information pertaining to any individual. Individually Identifiable Health Information is Protected Health Information ("PHI") and shall be safeguarded to the extent possible in compliance with the requirements of the security and privacy rules and standards established by HIPAA.

The ESCNEO and its officers, employees, and agents will not use or disclose an individual's PHI for any purpose without the properly documented consent or authorization of the individual or his/her authorized representative unless required or authorized to do so under state or federal law or this policy, unless an emergency exists, or unless the information has been sufficiently de-identified that the recipient of the information would be unable to link the information to a specific individual. All uses or disclosures of PHI will be limited to the minimum amount necessary to accomplish the stated purpose or will be in conformity with such other restrictions as the ESCNEO may agree. Any such violation shall constitute grounds for disciplinary action up to and including termination of employment.

Security Provisions

The ESCNEO shall implement reasonable administrative, technical, and physical safeguards to protect Individually Identifiable Health Information from any intentional or unintentional use or disclosure. The ESCNEO's security measures shall include the following:

- A. Administrative procedures to guard data integrity, confidentiality, and availability, including documented, formal practices to manage the selection and execution of security measures to protect data and to manage the conduct of personnel in relation to the protection of data.
- B. Physical safeguards to protect data integrity, confidentiality, and availability including the protection of physical computer systems and related buildings and equipment from

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intrusion and the use of locks, keys, and other administrative measures to control access to computer systems and facilities containing PHI.

- C. Technical security services to protect data integrity, confidentiality, and availability including processes put in place to protect information and to control individual access to information in ESCNEO facilities and data that is transmitted over networks.

Use or Disclosure of Protected Health Information

The ESCNEO may use and disclose PHI, without the written consent of the individual or his/her authorized representative, both within and outside of the ESCNEO's jurisdiction, for: treatment; payment; health care operations; as required by law; public health activities; the reporting of victims of abuse, neglect, or domestic violence; health oversight agencies in connection with health oversight activities; judicial and administrative proceedings; law enforcement purposes; information regarding decedents to coroners, medical examiners, and funeral directors; research if a waiver of authorization has been obtained; the prevention serious and imminent harm to the health or safety of a person or the public; specialized governmental functions; military and veterans' activities; national security and intelligence; protective services for the President and others; the Department of the State to make medical suitability determinations; correctional institutions and law enforcement officials regarding an inmate; and workers' compensation if necessary to comply with the laws relating to workers' compensation and other similar programs.

Prior to releasing any PHI for the purposes set forth above, the ESCNEO's representative disclosing the information shall verify the identity and authority of the individual to whom disclosure is made.

Rights Related to Protected Health Information

Individuals shall have the following rights with regard to their PHI:

- A. Access. Individuals shall have the right to access their own PHI that is maintained in a Designated Record Set of the ESCNEO and its Business Associates.
- B. Restrictions. Individuals shall have the right to request restrictions on how the ESCNEO will use or disclose the individual's own PHI for treatment, payment or health care operations and how the individual's information will be disclosed or not disclosed to family members or others involved in the individual's care. The ESCNEO shall comply with the individual's reasonable request to receive communications of PHI by alternative means or at alternative locations.
- C. Amendment. Individuals shall have the right to amend erroneous or incomplete PHI unless the information was not created by the ESCNEO, is not contained in a Designated Record Set, is available for inspection, or is not subject to the right of access. A request to amend PHI must be submitted to the Privacy Officer in writing. The Privacy Officer shall review the request and respond in writing within thirty calendar days. If a request to amend is

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denied, the individual may appeal the denial using the complaint procedure set forth in this policy.

- D. Accounting. Individuals shall have the right to an accounting of disclosures of their own PHI. Such accounting can include a period of six years prior to the request.

Business Associates

The ESCNEO, its officers, employees, and agents shall not disclose PHI to any Business Associate in the absence of a written contract with the Business Associate (“Business Associate Agreement” or “BAA”) that assures that the Business Associate will use the information only for the purposes for which it was engaged by the ESCNEO; will safeguard the information from misuse; and will assist the ESCNEO in complying with its duties to provide individuals with access to health information about them and a history of certain disclosures. The BAA shall be a document separate from the service agreement. The Privacy Officer shall be responsible for managing all BAAs and ensuring that the BAAs are current and in compliance with the requirements of this policy and HIPAA. The ESCNEO shall not be liable for privacy violations of a Business Associate or its subcontractors, if any, and the ESCNEO is not required to actively monitor or oversee the means by which a Business Associate carries out safeguards or the extent to which a Business Associate abides by the requirements of the contract. Under the contract, the Business Associate shall be obligated to notify the Privacy Officer when unauthorized uses and/or disclosures of PHI have occurred in the Business Associate’s organization.

Privacy Officer

The Superintendent, or designee, shall be the Privacy Officer for the ESCNEO. The Privacy Officer will be responsible for overseeing all ongoing activities related to the development, implementation, maintenance, and adherence to the ESCNEO’s policies and procedures concerning the security and privacy of PHI.

Complaint Procedure

The following procedure shall be used for the processing of complaints regarding the collection, use, management, disclosure, or amendment of PHI:

Step 1 – A written complaint must be submitted to the Privacy Officer. The Privacy Officer will review the complaint, conduct any necessary investigation, and provide the complainant with a written disposition within ten working days. A complaint can also be made directly to the Secretary of Health and Human Services.

Step 2 – If the complaint is not satisfactorily resolved, a written appeal may be made to the Board of Education within ten working days of receipt of the Privacy Officer’s decision. The Board of Education will meet with the complainant at its next regular meeting and provide a written response to the complaint no later than the following regular meeting.

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Notice of Privacy Practices

The ESC-CC shall distribute a Notice of Privacy Practices to individuals at the time of their enrollment in the health plan and within sixty days of any material revision. The ESCNEO will also notify individuals covered by the health plan of the availability of and how to obtain the notice at least once every three years. The notice shall adequately inform individuals of their rights to: request restrictions on certain uses and disclosures of PHI; request the communication of confidential information by some reasonable alternative means or at an alternative location; inspect and copy PHI records; request that PHI be amended; request an accounting of certain disclosures of PHI; and receive a paper copy of the notice upon request.

Training

All employees and Business Associates shall receive appropriate training regarding the ESCNEO's privacy policies and procedures as necessary and appropriate to carry out their job duties as they may relate to the administration of the health plan.

Documentation

Documentation shall be maintained in support of the policies and procedures of the ESCNEO, consistent with the parts of HIPAA's privacy regulations that directly require documentation, including, but not limited to, all authorizations and revocations of authorizations and complaints and disposition of complaints. All documentation shall be kept in written or electronic form for a period of six years from the date of creation or from the date when it was last in effect, whichever is later.

Breach Notification

Any officer, employee, or agent of the ESCNEO who believes that there has been a breach of the privacy and security policies and procedures or a breach of the integrity or confidentiality of any person's PHI shall immediately report such breach to his or her immediate supervisor or the Privacy Officer. The Privacy Officer shall conduct a thorough and confidential investigation of any reported breach. If the Privacy Officer determines that there has been a breach, he/she shall make a determination of the potential harmful effects of the unauthorized use or disclosure and decide upon a course of action to minimize the harm. Any individual responsible for the unauthorized use or disclosure shall be referred to the ESCNEO's designee for appropriate disciplinary action and additional training, if applicable.

If the Privacy Officer or a Business Associate determines that there has been a breach of unsecured PHI, as defined in the HITECH Act, the ESCNEO and/or the Business Associate shall provide the required breach notifications to impacted individuals, the media and the Secretary of Health and Human Services, as necessary and required by law.

Adopted: 7-27-17

Legal Refs: HIPAA, 45 C.F.R. §160, *et seq.*

SEVERANCE PAY

Upon retirement from active service each staff member (administrative, certified, and non-certified) shall be compensated in an amount equal to one-fourth of the employee's accrued but unused sick leave credit days, multiplied by the employee's per diem rate of pay at the time of retirement. Compensated time shall not exceed thirty (30) days. Payment of severance eliminates all of the employee's existing accrued but unused sick leave. Ten years of service with the Educational Service Center of Northeast Ohio, the state, any political subdivisions, or any combination thereof immediately prior to retirement shall be the requirement for severance pay eligibility.

To be entitled to severance pay, the date an employee concludes employment with the ESCNEO must coincide with the date of the employee's retirement under an Ohio public employee retirement system. An employee who separates from service with the ESCNEO prior to retirement, or is not eligible for retirement at the time the employee separates from service with the ESCNEO, shall not receive severance pay.

Within three (3) months after a staff member's final date of employment with the ESCNEO, said retired employee must request in writing to the Treasurer payment of his/her severance pay. Written proof of retirement must accompany the request. (Example: a copy of your first retirement payment or approval of a request for retirement from an Ohio public employee retirement system)

A reemployed retiree shall not be entitled to any severance pay under this policy upon his/her conclusion of employment with the Educational Service Center of Northeast Ohio. A reemployed retiree is an individual who has attained disability or service retirement status with any state or municipal retirement system, including the State Teachers Retirement System, the School Employees Retirement System, or the Ohio Public Employees Retirement System, and has subsequently been employed by the Educational Service Center of Northeast Ohio.

LEGAL REFS: O.R.C. §124.39 & O.R.C. 3319.141

Revised 11-26-85, 7-15-98, 10-19-05, 8-19-09, 5-15-13, 4-22-21

PROFESSIONAL MEETINGS

The Governing Board supports employee attendance at local, state, and national meetings, seminars, and conferences for professional growth, improved performance, and to gain information that may be beneficial for the employee's job functions or ESCNEO operations. The Governing Board will support attendance at such functions and reimburse the employee for the costs thereof if it directly relates to the employee's work duties and is approved by the Superintendent, or designee.

Reimbursements for expenses incurred for travel associated with, and attendance at, professional meetings shall be made for reasonable and proper amounts from lawfully appropriated funds designated for this purpose. The Superintendent, or designee, is authorized to approve requests to the extent of appropriations and budgets for various personnel or departments. It is recommended that employees include estimated costs for attending a professional meeting when submitting a request to attend a meeting, seminar, or conference. To receive reimbursement, the employee must provide a detailed itemized receipt for the expense incurred.

Meal expenses will be reimbursed at actual cost not to exceed \$75 per day. For travel to and from a function where the employee utilizes a personal vehicle, mileage reimbursement will be paid in accordance with the current I.R.S. rate. For airline travel, the employee shall utilize economy class. Ancillary costs associated with airline travel that are reasonable and/or necessary such as luggage fees, preferred seating, and/or onboard Wi-Fi may be reimbursed subject to approval by the Superintendent, or designee. For functions that require overnight travel where lodging is not included in the price of the conference, the employee will be reimbursed for standard room accommodations (one king/queen bed or two queen/double beds). Expenses incurred for parking, ride-sharing services (such as taxis or Uber/Lyft), and standard car rentals may be reimbursed subject to approval by the Superintendent, or designee.

The following expenses are not reimbursable:

1. Tuition reimbursement for college or graduate coursework, or charges for professional contact credit hours
2. Alcohol
3. Entertainment
4. Amenities, including spa, in-room beverages or movies, workout facilities, golf, and leisure activities
5. Lodging upgrades
6. Meal reimbursement if the cost of the conference, seminar, or meeting includes meals
7. Additional lodging if the cost of the conference, seminar, or meeting includes lodging
8. Additional costs incurred for an employee's spouse, significant other, or family member if accompanying the employee

LEGAL REF: I.R.S. Section 4 of Rev. Proc. 2019-46.

Adopted: October 26, 2023 (effective date: August 1, 2023)

Previous Versions: 2-16-00; 8-16-06; 1-18-08; 6-29-11

EXPENSES FOR BUSINESS MEETINGS/MEALS

Travel, accommodations, meal expenses for business meetings with current contract district personnel and/or prospective clients, business contacts and others as determined by the superintendent are reimbursable as part of the appropriation for conferences.

The Superintendent, Assistant Superintendent, Treasurer, or their designees are authorized to be reimbursed for said expenses conducting business to promote service contracts.

The Treasurer is authorized to reimburse the individuals upon submission of receipts and completion of a business form. The amount reimbursable shall include tax and tip. All reimbursements must be itemized.

Adopted 6-22-88

Revised 6-28-89, 2-26-92, 7-25-98, 5-19-10, 6-29-11

SICK LEAVE

Illness, as used in this policy, means the personal illness of an employee of the Educational Service Center of Northeast Ohio rendering that employee unable to reasonably perform the normal duties of employment. Illness may include medical/dental appointments, pregnancy, injury, exposure to contagious disease which could be communicated to others, or absences due to illness, injury or death in the employee's immediate family.

Immediate family includes parents, siblings, grandparents, spouse, children, grandchildren, and in-laws (defined as a person related by blood or marriage to include brother-, daughter, father-, mother-, sister-, and son-in-law).

Employees who are absent from duty by reason of illness will, subject to the approval of the superintendent, be paid sick leave benefits to the extent that such benefits have been accrued to the credit of the employee under Ohio law or advanced by the Governing Board.

Employees who have been absent from duty by reason of illness for a period of five (5) consecutive days are required to submit a written statement from a physician or medical personnel.

At any time that it appears to the superintendent that a request for sick leave is not based on illness as defined in this policy, the superintendent may deny the request. If a request is denied, the employee shall be notified of that fact and the employee will have the opportunity to meet with the superintendent, if requested, to offer any additional facts in support of the leave request. The failure of employee to fully complete and submit either form, if requested, will be considered grounds for denying a sick leave request.

This policy shall be uniformly applied to all requests for sick leave based on personal illness but shall not be construed to authorize the use of sick leave based upon any physical or mental condition of the employee including pregnancy or pregnancy related conditions, unless that condition renders the employee unable to reasonably perform the duties of employment.

Regular full-time employees shall be granted sick leave at the rate of 1 ¼ days per month of employment. Regular part-time, per diem, and hourly employees shall be granted sick leave for the time actually worked at the rate of four and six-tenths (4 6/10) hours of sick leave for each completed eighty (80) hours of service. Sick leave may be accumulated up to a maximum of 240 days. Substitutes, adult education instructors who are scheduled to work the full-time equivalent of less than one hundred twenty (120) days per school year, or persons who are employed on an as-needed, seasonal, or intermittent basis are not granted sick leave.

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Five days of sick leave may be advanced if an employee requests sick leave and has not accumulated sufficient days to cover the need for such sick leave. This will be deducted from the total earned during the year. This advance shall not exceed the amount of sick leave an employee would normally be expected to accumulate by the end of the school year contract.

When an employee's absence from personal illness, or other use of sick leave, exceeds the number of days earned, an amount equal to the per diem payroll figure times the number of days exceeding accumulated sick leave shall be deducted from a payroll check.

Calls to the individual school and the county office shall be made to report the use of sick leave. A written statement justifying the use of sick leave shall be filed by the employee.

Official sick leave records are maintained by the treasurer's office.

LEGAL REFS.: O.R.C. §3319.141

Revised: 6-16-99; 7-17-07; 6-29-11; 4-19-12

FAMILY & MEDICAL LEAVES OF ABSENCE

The Educational Service Center of Northeast Ohio (ESCNEO) shall provide leave to eligible personnel to the extent required by the federal Family and Medical Leave Act of 1993 (FMLA). To be eligible for FMLA leave, a staff member must have worked for the ESCNEO for at least 12 months, which need not be consecutive, and for at least 1,250 hours during the 12 months prior to the date on which the staff member's FMLA leave begins. All full-time certified staff members are deemed to meet the 1,250-hour requirement.

- A. FMLA Family Leave. Eligible personnel may receive up to a total of 12 workweeks of FMLA leave during any 12-month period for one or more of the following reasons:
1. For the birth of a child and to care for the newborn child.
 2. For placement with the staff member of a child for adoption or foster care.
 3. To care for the staff member's spouse, son, daughter, or parent with a serious health condition.
 4. The staff member's serious health condition that prevents the staff member from performing the functions of the staff member's position.
 5. The staff member's spouse, son, daughter, or parent is a military-service member (service member) on covered active duty deployment to a foreign country or has been notified of an impending call or order to covered active duty deployment to a foreign country in the Armed Forces. The staff member may take FMLA leave for this reason to:
 - a. Address any issue that arises as a result of a notice of a call to active duty seven or fewer calendar days prior to deployment.
 - b. Attend official ceremonies, events, or programs sponsored by the military or to attend support or assistance programs sponsored by the military or military service organizations that are related to the call to active duty.
 - c. Arrange alternative childcare, provide childcare, enroll in or transfer to a new school or daycare facility, or to attend meetings at a school or daycare facility when necessitated by a call to active duty status.
 - d. Make financial or legal arrangements to address the absence caused by a call to active duty status.
 - e. Attend counseling for the staff member, the service member, or a child of the service member necessitated by the call to active duty status.

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- f. Spend time with a service member who is on short-term, temporary rest and recuperation leave for up to fifteen (15) days.
 - g. Attend post-deployment ceremonies or any official ceremony or program sponsored by the military during the 90-day period following the termination of active duty status, or to address issues that arise from the death of a service member on active duty status.
 - h. As and if agreed to by the ESCNEO and the staff member, attend any other events that arise out of the call to active duty status.
- B. FMLA Military Caregiver Leave. In addition, FMLA grants a special category of leave in order to care for certain service members. An eligible staff member who is the spouse, son, daughter, parent, or next of kin of a service member may receive up to 26 workweeks of FMLA leave during a single 12-month period to care for the service member who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. A staff member who is eligible for FMLA Military Caregiver Leave may use up to a combined total of 26 workweeks of unpaid leave during each 12-month period for all FMLA leave.
- C. “Serious health condition” is defined as an illness, injury, impairment, or physical or mental condition that satisfies the following parameters.
- 1. Inpatient care, including any period of incapacity or any subsequent treatment in connection with such inpatient care.
 - 2. Continuing treatment by a health care provider, including:
 - a. A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition, that also involves either treatment two or more times by a health care provider, or treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider.
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.
 - c. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
 - d. Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive days in the absence of medical intervention or

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treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

3. Cosmetic treatments, common colds, the flu, ear aches, upset stomachs, minor ulcers, headaches (other than migraines), routine dental or orthodontia problems, and periodontal disease are examples of conditions that are not considered “serious health conditions” and do not qualify for FMLA leave unless inpatient hospital care is required or complications develop.
 4. When FMLA Family Leave is taken due to a serious health condition or FMLA Military Caregiver Leave is taken due to a serious injury or illness of a service member, the staff member must provide a medical certification from the treating health care provider. The Governing Board authorizes the Superintendent, or designee, to authenticate or clarify a medical certification. Failure to provide a medical certification may result in the delay or denial of FMLA leave.
 5. When the need for FMLA leave is foreseeable, the staff member must request leave and provide any necessary medical certification prior to beginning the leave. Generally, the staff member taking FMLA leave shall provide notice of the intent to take leave at least 30 days in advance. If FMLA leave is not foreseeable, the staff member must provide notice of the leave and/or a medical certification as soon as is practicable under the circumstances.
 6. If a staff member has taken an FMLA leave due to the staff member’s serious health condition, the staff member must provide the Human Resources Department with a fitness-for-duty certificate from the health care provider before returning to employment.
- D. The Human Resources Department will notify the staff member when the ESCNEO intends to designate leave as FMLA-qualifying. Such notice may be given orally or in writing. When oral notice is given, it will be followed by written notice within 10 business days. In the case of intermittent or reduced-work schedule leave, only one such notice is required unless the qualifying reason for leave has changed.
- E. FMLA leave taken by an eligible staff member for any one or more of the qualifying reasons shall be counted against the staff member’s FMLA leave. The 12-month period for measuring the amount of allowable FMLA Family Leave is a rolling period specific to each individual staff member. The 12-month period for the purpose of determining the amount of allowable FMLA Military Caregiver Leave begins on the first day the employee takes leave and ends 12 months after that date.
- F. Staff members using FMLA leave are required to use accrued paid leave days concurrently with FMLA leave. The leave will count against both the staff member’s FMLA leave and available amounts of accrued paid leave. After a staff member has exhausted all accrued paid leave, the remainder of FMLA leave will be unpaid. Neither the ESCNEO nor the

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staff member may delay designating leave as FMLA-qualifying in order for the staff member to first exhaust paid leave.

- G. A staff member may take FMLA leave intermittently or on a reduced-work schedule basis. If an employee requires intermittent leave or a reduced work schedule and the need for leave is foreseeable, the employee is required to make a request not fewer than thirty (30) days prior to commencing the modified work schedule and, if applicable, provide a written certification issued by a health care provider to support said leave. If unforeseeable, the staff member must contact the ESCNEO as soon as is practicable under the circumstances.
- H. The maximum FMLA leave for two staff members who are married to each other is determined on a combined basis when the reason for the leave is to provide care to a parent or child with a serious health condition, provide care to a service member, birth or care of a newborn child, or the placement or care of a child through adoption or foster care.
- I. During FMLA leave, the staff member's health benefit coverage will be maintained on the same conditions as when the staff member was actively working. If the staff member was responsible for paying a portion of the premiums for coverage prior to beginning FMLA leave, the staff member must continue to pay the share during the leave by providing the Treasurer with a valid check for his/her portion of the premiums prior to the first day of each month. Failure to timely make such premium payments may cause lapse(s) in the staff member's health benefit coverage. If a staff member fails to return to work from FMLA leave, the staff member may be liable for payment of the entire premium paid by the ESCNEO during the staff member's FMLA leave.
- J. The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave. The staff member shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.
- K. Upon return from FMLA leave, a staff member shall be restored to the same position that the staff member held when the leave commenced, or to a comparable position with equivalent benefits, pay, and conditions of employment. Any leave or return from FMLA leave during the last five weeks of an academic term shall be reviewed individually by the Superintendent, or designee, to minimize disruption to students' programs.
- L. The staff member is responsible for costs associated with obtaining the initial medical certification required to qualify for the use of FMLA leave, any recertification required by the Superintendent, or designee, and fitness-for-duty certifications to return to work. A staff member utilizing FMLA leave for a serious health condition beyond one year shall obtain a medical certification at least once per year and be responsible for the costs thereof.
- M. A staff member who fraudulently obtains FMLA leave is not protected by the provisions of this policy, including job restoration or maintenance of health benefits.

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

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U.S. Department of Labor Opinion FMLA2019-1-A

Adopted: 9-20-93

Previous Versions: 7-25-95; 7-23-08; 4-19-12; 6-19-13; 2-20-14; 1-14-16; 1-27-20; 8-25-22

PERSONAL LEAVE

All full-time and part-time employees who are contracted to work 176 days or more in a calendar year are eligible to receive Personal Leave as provided herein. Three days per school year may be authorized for personal leave. Such days are not cumulative. Personal leave may be granted for the following reasons:

- Funerals/Illnesses of individuals not covered by the sick leave policy.
- Legal Reasons – Court appearance.
- Emergency family situations.
- School or educational functions involving the employee or child of the employee.
- Religious Holidays.
- Weddings.
- Other reasons which the superintendent or designee deems appropriate.

Note: these guidelines will be included in the Staff Handbook.

124.386 ORC
3319.142 ORC
Revised 9-22-16
Revised 2-26-87

EMPLOYEE VACATION LEAVE

Certified and classified employees who are employed under a 260-Day Contract shall earn paid vacation leave as follows:

1. Years 1 through 3, the employee shall earn to ten (10) days per year;
2. Years 4 through 9, the employee shall earn to fifteen (15) days per year;
3. Following the completion of 9 years of service, the employee shall earn twenty (20) days per year.

Administrative employees who are employed under a 260-Day Contract shall earn twenty (20) paid vacation days per year.

Years of service for the purpose of vacation leave - accumulation shall be determined based upon the anniversary date of the employee's date of hire.

For the purpose of placing an employee on the Vacation Leave schedule, the awarding of prior service credit will be governed by the Ohio Revised Code.

Vacation days shall accrue to the employee on a pro-rata basis each month. All usage of vacation time requires advance approval by the administration. Authorized use of vacation leave will be determined based on the best interest of the organization.

At separation from employment, compensation for accrued, unused Vacation Leave will be governed by the Ohio Revised Code.

Adopted: 11-26-85

Revised: 12-22-87, 6-28-89, 10-24-90, 6-26-91, 2-26-92, 7-26-98, 7-1-06, 4-22-09, 4-17-14

LEGAL REFS: O.R.C. §§9.44; 3319.084; 3319.086

EVALUATION OF THE SUPERINTENDENT

The Governing Board shall evaluate the Superintendent, in writing, at least once per calendar year. The basis for this evaluation shall be, but not be limited to, the Board adopted job description for the position of Superintendent. A copy of the written consensus evaluation conducted by the Governing Board shall be made available to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation. This response shall become a permanent attachment to the Superintendent's evaluation.

The annual evaluations shall be considered by the Board in deciding whether to renew the Superintendent's contract; however, the establishment of this evaluation procedure does not create an expectancy of continued employment. Nothing contained herein shall prevent the Board from making the final determination regarding the renewal or nonrenewal of the Superintendent's contract.

LEGAL REFS: O.R.C. §3319.01

Revised: 12-19-12

**INCAPACITY OF SUPERINTENDENT/ROLES OF
SUPERINTENDENT PRO-TEMPORE**

1. Definition. “Incapacity” means mental or physical unfitness, or both, rendering the Superintendent in the judgment of the Governing Board unable to perform all or a significant portion of his/her duties.

2. Determination of Incapacity.

a. Voluntary. The Governing Board may by majority vote of its members declare the Superintendent incapacitated upon the Superintendent’s request and submission of a statement from his/her attending physician approved by the school physician certifying such incapacity. Such statement must indicate the nature of the incapacity, its expected duration, if known, and definitely recommend that the Superintendent be relieved of his/her duties.

b. Involuntary. Before declaring the Superintendent incapacitated without request, the Governing Board shall notify the superintendent of its intention. Within five days after receipt of such notice, the Treasurer and the Superintendent where possible shall jointly arrange for a medical examination of the Superintendent to be conducted as soon as possible by a competent, disinterested physician elected by the Governing Board to determine whether the Superintendent is incapacitated. The Superintendent may also submit objective medical evidence of his/her own. Following receipt of the physician’s report and/or the Superintendent’s own medical evidence, the Governing Board may by majority vote of its members determine that the Superintendent is incapacitated. If the Superintendent fails to submit to medical examination or to submit objective medical evidence of his/her own within thirty days from receipt of the notice, the Governing Board may presume the Superintendent is incapacitated. Written notice of the Governing Board’s determination shall be furnished the Superintendent signed by the Treasurer of the Governing Board.

c. Emergencies. If the Governing Board determines there is an urgent necessity requiring the immediate appointment of a Superintendent pro-tempore to replace the incapacitated Superintendent, the Governing Board may so declare and by majority vote of its members appoint a person to serve as Superintendent pro-tempore. As soon as practicable thereafter, the Governing Board shall notify the Superintendent in writing of its action and proceed with the determination of incapacity in accordance with Section 2 (a) or 2 (b) as may be appropriate. Following receipt of the physician’s report and/or medical evidence submitted by the Superintendent, the Governing Board shall by majority vote affirm or disaffirm its initial determination and furnish the Superintendent with written notice of its action. If the Governing Board disaffirms its determination the Superintendent shall be reinstated with full back pay.

3. Sick Leave/Leave of Absence.

During any period that the Superintendent is incapacitated, he/she may be placed on sick leave if he/she has accrued unused sick leave and elects to use same in accordance with Section 3319.1451 of the Revised Code or leave of absence in accordance with Section 3319.13 of the Revised Code.

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4. Removal of Incapacity.

Prior to his/her resumption of duties, the Superintendent must submit a physician's statement approved by the School Physician as identified in 2 (a) above. The statement shall certify that the Superintendent is able to perform his/her duties. After receipt of such statement, the Governing Board may declare by majority vote of the members that the incapacity is removed.

5. Hearing.

The Superintendent may request a hearing before the Governing Board on any action take in accordance with policy with the same rights accorded a teacher under Section 3319.16 of the Revised Code.

6. Superintendent Pro-Tempore.

The Superintendent pro-tempore **then designated by the Governing Board** shall perform all of the duties and functions of the Superintendent and shall serve until the Superintendent is no longer incapacitated or until the expiration of the Superintendent's contract, whichever is sooner. The Superintendent pro-tempore may be removed at any time for cause by a two-thirds vote of the members of the Governing Board.

Adopted: 7-26-95

Revised: 12-19-12

EVALUATION OF TREASURER

The Governing Board shall evaluate the Treasurer, in writing, at least once per calendar year. The basis for this evaluation shall be, but not be limited to, the Board-adopted job description of the Treasurer. A copy of the written consensus evaluation conducted by the Governing Board shall be made available to the Treasurer. The Treasurer shall have the right to make a written response to the evaluation. This response shall become a permanent attachment to the Treasurer's evaluation.

The annual evaluation shall be considered by the Governing Board in deciding whether to renew the Treasurer's contract; however, the establishment of this evaluation procedure does not create an expectancy of continued employment. Nothing contained herein shall prevent the Board from making the final determination regarding the renewal/nonrenewal of the Treasurer's contract.

Adopted: 12-19-12

**INCAPACITY OF TREASURER / ROLES OF
TREASURER PRO-TEMPORE**

1. **Definition** “Incapacitated” means mental or physical unfitness, or both, rendering the Treasurer in the judgment of the Governing Board unable to perform all or a significant portion of his/her duties.

2. **Determination of Incapacity**
 - a. **Voluntary** The Governing Board may by majority vote of its members declare the Treasurer incapacitated upon the Treasurer’s request and submission of a statement from his/her attending physician approved by the school physician certifying such incapacity. Such statement must indicate the nature of the incapacity, its expected duration, if known, and definitely recommend that the Treasurer be relieved of his/her duties.

 - b. **Involuntary** Before declaring the Treasurer incapacitated without request, the Governing Board shall notify the Treasurer of its intention. Within five days after receipt of such notice, the Superintendent and Treasurer where possible shall jointly arrange for a medical examination to determine whether the Treasurer is incapacitated. The Treasurer may also submit objective medical evidence of his/her own. Following receipt of the physician’s report and/or the Treasurer’s own medical evidence, the Governing Board may by majority vote of its examination or to submit objective medical evidence of his/her own within thirty days from receipt of the notice, the Governing Board may presume the Treasurer is incapacitated. Written notice of the Governing Board’s determination shall be furnished the Treasurer signed by the President of the Governing Board.

 - c. **Emergencies** If the Governing Board determines there is an urgent necessity requiring the immediate appointment of a Treasurer pro-tempore to replace the incapacitated Treasurer, the Governing Board may so declare and by majority vote of its members appoint a person to serve as Treasurer pro-tempore. As soon as practicable thereafter, the Governing Board shall notify the Treasurer in writing of its actions and proceed with the determination of incapacity in accordance with Section 2(a) or 2(b) as may be appropriate. Following receipt of the physician’s report and/or medical evidence submitted by the Treasurer, the Governing Board shall by majority vote affirm or disaffirm its initial determination and furnish the Treasurer with written notice of its action. If the Governing Board disaffirms its determination, the Treasurer shall be reinstated with full back pay.

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3. **Sick Leave / Leaves of Absence** During any period that the Treasurer is incapacitated, he/she may be placed on sick leave if he/she has accrued unused sick leave and elects to use some in accordance with Section 3319.141 of the Revised Code or leave of absence in accordance with Section 3319.13 of the Revised Code.
4. **Removal of Incapacity** Prior to his/her resumption of duties, the Treasurer must submit a physician's statement approved by the School Physician as identified in 2(a) above. The statement shall certify that the Treasurer is able to perform his/her duties. After receipt of such statement, the Governing Board may declare by majority vote of the members that the incapacity is removed.
5. **Hearing** The Treasurer may request a hearing before the Governing Board on any action taken accordance with the policy with same rights accorded a teacher under Section 3319.16 of the Revised Code.
6. **Treasurer Pro-Tempore** The Treasurer pro-tempore then designated by the Governing Board shall perform all of the duties and functions of the Treasurer and shall serve until the Treasurer is no longer incapacitated or until the expiration of the Treasurer's contract, whichever is sooner. The Treasurer pro-tempore may be removed at any time for cause by a two-thirds vote of the members of the Governing Board. The Governing board shall fix the compensation of the Treasurer pro-tempore in accordance with Section 3313.25 of the Revised Code and shall immediately comply with the signature and requirements of the school district's depositories.

Adopted: 7-26-95

Revised: 12-19-12

EVALUATION OF ADMINISTRATORS

Each assistant superintendent, director, supervisor, coordinator, assistant coordinator and other administrators shall be evaluated in accordance with this written evaluation procedure and in compliance with O.R.C. §3319.02. In the event of any conflict between this procedure and O.R.C. §3319.02, the provisions of O.R.C. §3319.02 shall apply as if incorporated into this procedure. As used in this procedure, the term “administrator” applies to any person whose evaluations are subject to the requirements of O.R.C. §3319.02.

- A. The evaluation shall be conducted by the Superintendent or his/her designee.
- B. The evaluation shall measure each administrator’s effectiveness in performing the duties included in the applicable job description. The Governing Board delegates authority to the Superintendent to develop evaluation instruments to implement this procedure.

If the administrator holds a position which is the functional equivalent of principal or assistant principal, then such administrator shall be evaluated in accordance with the standards-based model of the Ohio Principal Evaluation System (OPES) adopted by the Ohio Department of Education. Each administrator evaluated in accordance with OPES shall have: (1) two formal observations of at least thirty (30) minutes each; (2) multiple periodic walkthroughs; and (3) at least two (2) measures of High-Quality Student Data (“HQSD”) considered. In addition to consideration of the formal observations, periodic walkthroughs, and HQSD, the evaluator may utilize other relevant information about the administrator in determining the administrator’s final holistic rating, including out-of-school conduct that impacts the administrator’s effectiveness in performing the job or being a role model for students and staff. As required by OPES, annual professional growth or improvement plans shall be developed and considered in an administrator’s final evaluation performance rating.

- C. The Governing Board grants authority to the Superintendent, or designee, to determine whether to evaluate an administrator subject to OPES who: (1) was on approved leave for 50% or more of the school year; or (2) has submitted a notice of retirement that was accepted by the Governing Board no later than December 1 of the school year in which the evaluation is scheduled to occur.
- D. In any school year that the administrator’s contract is not due to expire, at least one evaluation shall be completed in that year. A written copy of the evaluation shall be provided to the administrator no later than the end of the administrator’s contract year as defined by the administrator’s annual salary notice.
- E. In any school year that the administrator’s contract of employment is due to expire, at least a preliminary evaluation and at least a final evaluation shall be completed in that year. A written copy of the preliminary evaluation shall be provided to the administrator at least sixty days prior to any action by the Board on the administrator’s contract of employment. For administrators evaluated under OPES, a written copy of a post-observation report shall serve as the preliminary evaluation and the final evaluation shall include the administrator’s final holistic rating. The final evaluation shall indicate the Superintendent’s intended recommendation to the Board regarding a contract of employment for the administrator. A written copy of the final evaluation

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shall be provided to the administrator at least five days prior to the Board's acting to renew or not renew the contract.

- F. Before taking action to renew or non-renew the contract of an administrator, the administrator shall be given written notice of the date that the contract expires and that the administrator may request a meeting with the Board. Upon request by the administrator, the Board shall grant the administrator a meeting in executive session. In that meeting, the Board shall discuss its reasons for considering the renewal or nonrenewal of the contract. The administrator shall be permitted to have a representative of the administrator's choice at the meeting.
- G. The evaluation shall be considered by the Board in deciding whether to renew the administrator's contract.
- H. If the Board takes action to non-renew the contract of an administrator, the administrator shall be provided with written notice of the Board's action on or before the first day of June of the year in which the administrator's contract expires.
- I. The establishment of this procedure shall not create an expectancy of continued employment. Nothing contained herein shall prevent the Board from making the final determination regarding the renewal or nonrenewal of the administrator's contract, provided the administrator has been given the evaluations required by this procedure and the opportunity, upon request, to meet with the Board as required by this procedure.

LEGAL REFS: O.R.C. §3319.02

Adopted: 6-19-13

Revised: 7-27-17, 9-26-18, 4-22-21, 8-25-22

ADMINISTRATIVE STAFF REDUCTION IN FORCE

The purpose of this policy is to provide for reasons and procedures for a reduction in force of the administrative staff of the school district when the Governing Board considers such a reduction to be necessary. For purposes of this policy, the terms “administrator” and “administrators” refer to those persons employed under authority of O.R.C. 3319.02.

1. Reasons for a Reduction in Force.

The Governing Board may implement a reduction in force in the ranks of administrators, through suspension of one or more administrative contracts, for one or more of the following reasons:

- a. Return to duty of administrators from leaves of absence.
- b. Territorial changes affecting the school district as a whole, or one or more school district facilities.
- c. Decreased enrollment of students in one or more school facilities, or in one or more instructional programs, regardless of whether such decrease occurs from one school year to the next, or within one school year.
- d. Closure of one or more school facilities.
- e. Reorganization of the school district administrative staff in whole or in part, or the consolidation or redistribution of administrative functions.
- f. Financial conditions as determined by the Governing Board.
- g. Lack of sufficient work as determined by the Governing Board.
- h. Changes in curriculum, programs or services operated by the Governing Board.

2. Order of Contract Suspension.

The order in which administrator contracts will be suspended to implement a reduction in force pursuant to this policy shall be determined as follows:

- a. When a reduction is necessary due to an administrator returning from leave of absence, the administrator holding the position or the most similar position from which the administrator took a leave of absence shall have his or her contract suspended.

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- b. When reductions in force are based upon reasons affecting one or more identifiable facilities or programs, only the administrators associated with such facilities or programs are subject to the reduction in force.
- c. The overriding considerations in determining the order of suspension of contracts shall be the efficient use of personnel and available resources, and the best interests of the students served by the Educational Service Center of Northeast Ohio.

3. Procedure for Implementing Reduction in Force.

The procedure for implementing a reduction in force among the administrative staff shall be as follows:

- a. The administrative positions to be reduced through contract suspension shall be identified by the Superintendent. The affected administrators will be notified by the Superintendent of the anticipated reduction.
- b. Contracts may be suspended by Governing Board action at a regular or special meeting. Administrators whose contracts have been suspended shall be given written notice by the Governing Board of the action, which shall include the date the suspension takes effect if the date is other than the date of Governing Board action.
- c. A reduction in force can include a reduction from full-time to part-time service.

4. Recall of Administrators.

Administrators whose contracts have been suspended pursuant to a reduction in force shall have right of recall to active service as follows for a period of one year only from the date of contract suspension:

- a. Administrators whose contracts have been suspended pursuant to this policy shall have the right to be recalled to active service to the same or similar administrative position for which they qualify. An administrator is qualified for return to service in the same or similar administrative position when all of the following are satisfied as determined by the Superintendent: the administrator holds the required certification when notified of the recall; the duties and responsibilities of the available position are comparable to the position the administrator held at the time of contract suspension; and the administrator interviews successfully (if applicable) at the educational agency where the services are to be performed.
- b. The recall of an administrator to active service shall be offered by written notice from the Superintendent to the administrator. Such notice shall be sent by courier or registered mail in such a way that date of delivery can be verified. The administrator shall have ten (10) business days from receipt of the notice in which to accept or decline the offered position. The administrator's response should also be in writing, directed to the Superintendent.

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- c. If an administrator declines recall to active service, he/she immediately forfeits all recall and employment rights. If an administrator does not respond to written recall notice within the time period cited in paragraph 4 (b), the administrator shall be deemed to have declined recall and therefore to have resigned from employment with the Board and to have forfeited all recall and employment rights as of the day such response was due.

LEGAL REFS.: O.R.C. §3319.171

Adopted: 7/23/14

Revised: 6/30/14

Adopted: 5-17-06

Revised: 4-19-12

EVALUATION OF TEACHERS

The Governing Board of the Educational Service Center of Cuyahoga County, in consultation with teachers employed by the Governing Board, adopts this standards-based evaluation policy in conformance with the framework for teacher evaluation adopted by the State Board of Education under O.R.C. §3319.112. The Governing Board acknowledges that this teacher evaluation aligns with the *Standards for the Teaching Profession* as set forth in Ohio law.

The major goal of the policy for the evaluation of teachers employed by the Governing Board is to promote student achievement through improving teacher performance.

The Governing Board directs the Superintendent to implement this Policy in accordance with state law. The Governing Board directs the Superintendent and/or Designee to develop and maintain Administrative Guidelines to implement procedures, processes and related forms that align to State Law regarding the evaluation of teachers.

A. Teaching Employees Covered by this Policy

This policy applies to ESCNEO employees who meet one of the following categories:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or
4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

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B. Credentialed Evaluators

The Board will adopt a list of approved credentialed evaluators annually. Each teacher evaluation conducted under this Policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with O.R.C. §3319.111(D); and 2) who holds a credential established by the Ohio Department of Education (ODE) for being an evaluator.

C. Evaluation Timeline and Requirement

1. All Teachers

- a. Except as provided below, an administrator shall conduct an evaluation of each teacher subject to this Policy at least annually. Each evaluation shall include all of the following:
 - 1) At least two formal observations of at least 30 minutes each
 - 2) Multiple periodic classroom walkthroughs by the evaluator. All teacher evaluations shall be completed by May 1, and each teacher subject to this Policy shall be provided with a written copy of the evaluation results by May 10.
- b. For those teachers who are on limited or extended limited contracts pursuant to O.R.C. §3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by May 1. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by May 10.

2. Accomplished Teachers

- a. The Governing Board directs the Superintendent or designee to evaluate a teacher receiving an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation conducted pursuant to this Policy and gives authority that administration may conduct the evaluation once every three years so long as the teacher submits a self-directed professional growth plan that focuses on specific areas identified in observations and evaluation of the teacher, and the teacher’s evaluator determines that the teacher is making progress on that plan.
- b. In any year that an “Accomplished” teacher is not formally evaluated, a credentialed evaluator shall conduct at least one observation of the teacher

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and hold at least one conference with the teacher. The conference shall include a discussion of progress on the teacher's professional growth plan.

3. Skilled Teachers

- a. The Governing Board directs the Superintendent or designee to evaluate a teacher receiving an effectiveness rating of "Skilled" on the teacher's most recent evaluation conducted pursuant to this Policy and gives authority that administration may conduct the evaluation once every two years so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation of the teacher, and the evaluator determines that the teacher is making progress on that plan.
- b. In any year that a "Skilled" teacher is not formally evaluated, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher. The conference shall include a discussion of progress on the teacher's professional growth plan.

4. Teachers Not Subject to Evaluation

- a. The Governing Board directs the Superintendent or designee and gives authority that administration may conduct an evaluation of a teacher if the teacher was on approved leave for 50% or more of the school year.
- b. The Governing Board directs the Superintendent or designee and gives authority that administration may elect not to conduct an evaluation of a teacher if the teacher has submitted a notice of retirement not later than December 1 of the school year in which the evaluation is otherwise scheduled to be conducted and the notice has been accepted by the Governing Board.
- c. The Governing Board directs the Superintendent or designee and gives authority that administration may choose not to evaluate a teacher participating in a teacher residency program under R.C. 3319.223 for the year during which that teacher takes, for the first time, at least half of the performance-based assessments prescribed by the State Board of Education for resident educators.

D. Assigning an Effectiveness Rating

Each evaluation will result in a holistic effectiveness rating of "Accomplished," "Skilled,"

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“Developing,” or “Ineffective.” An effectiveness rating is based on evidence obtained from behaviors observable in the classroom, teaching practices, student learning, formal conferences, informal conversations, and input from colleagues, parents/guardians and students.

Student learning (where applicable in accordance with Ohio Department of Education guidelines) and teacher performance information derived from multiple measures as set forth on the Teacher Performance Evaluation Rubric shall be combined to reach the holistic teacher effectiveness rating.

The Board shall annually submit to the ODE, in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

E. Teacher Observation and Evaluation Tools

Each teacher is evaluated during formal observations and multiple periodic classroom walkthroughs. ODE has concluded that a direct connection exists between effective teaching and student learning. The *Ohio Standards for the Teaching Profession* state that effective teachers meet all of the following criteria:

1. Understand student learning and development, respect student diversity, and hold high expectations for all students to achieve and progress at high levels
2. Know and understand the content area for which they have instructional responsibility
3. Understand and use varied assessment to inform instruction, evaluate and ensure student learning
4. Plan and deliver effective instruction that advances individual student learning
5. Create learning environments that promote high levels of learning and student achievement
6. Collaborate and communicate with students, parents, other educators, administrators, and the community to support student learning
7. Assume responsibility for professional growth and performance as an individual and as a member of the learning community

The Superintendent/designee has developed, in consultation with teachers, the evaluation tools to be used by the ESCNEO. The ESCNEO will use the Teacher Performance

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Evaluation Rubric prescribed by the ODE, which aligns with the *Ohio Standards for the Teaching Profession*.

F. Student Learning

Evaluations must include at least two measures of “high-quality student data,” as defined by ODE guidelines, to provide evidence of student learning attributable to the teacher being evaluated. High-quality student data may be used as evidence in any component of the evaluation where applicable. For the purpose of teacher evaluation, high-quality student data includes:

1. Teacher-Level Value-Added Data: “Value-Added” data refers to the value-added methodology provided by ODE. Value-added data, where applicable to the grade level or subject area taught by a teacher, and at least one other measure of high quality student data shall be utilized to demonstrate student learning attributable to the teacher being evaluated.
2. ODE-Approved List of Vendor Assessments: Assessments, if utilized by the Governing Board-operated programs or District assignments must be included as one of the multiple measures of student learning.
3. Locally Determined Instruments: For courses of instruction in which neither Teacher Level Value-Added Data nor ODE-Approved Vendor Assessments are available, Governing Board operated programs or District assignments shall identify measures of high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. No Student Learning Objectives (SLOs) or shared attribution shall be utilized in the evaluation of a teacher.

The amount the ESCNEO will attribute to Teacher-Level Value-Added, ODE-Approved Vendor Assessments, and Locally Determined Instruments will be determined locally by the Governing Board operated program and/or District assignment using ODE guidance and the Teacher Performance Evaluation Rubric.

G. Professional Growth and Improvement Plans

Either a professional growth plan or improvement plan will be developed annually for each teacher. The plan will be based on the results of the evaluation and must align with any ESCNEO, district, or building improvement plan. The Superintendent/designee in consultation with teachers will include annual professional growth and improvement plans as additional multiple measures to be considered in the final evaluation performance ratings.

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H. Retention and Promotion Decisions

In the Administrative Guidelines, the Superintendent/designee will include procedures for using evaluation results to make retention and promotion decisions. The procedures included in the Administrative Guidelines for determining the retention and promotion of teachers may consider such factors as comparable evaluations, licensure, seniority, and the needs of Board-operated programs, contracting school districts or agencies. Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

I. Removal of Poorly-Performing Teachers

Poorly-performing teachers may be non-renewed pursuant to O.R.C. §3319.11 or terminated pursuant to O.R.C. §§3319.16 and 3319.161.

J. Professional Development

The Governing Board will provide adequate financial resources determined by Superintendent/designee in consultation with teachers and administration to support professional development to promote student achievement through improving teacher performance.

K. Effective Date: September 1, 2020

LEGAL REFS.: O.R.C. §§3319.111, 3319.112

Previous Version:

Adopted: July 30, 2020

Revised: July 22, 2014

July 17, 2013

April 21, 1999

November 22, 1994

August 23, 1993

September 21, 1992

February 26, 1992

March 21, 1990

August 30, 1989

EVALUATION OF CERTIFIED EMPLOYEES

As used in this procedure, the term “certified employee” applies to any person who is employed under an O.R.C. §3319.08 contract, but who is not required to be evaluated pursuant to the Ohio Teacher Evaluation System (“OTES”) or the Ohio School Counselor Evaluation System (“OSCES”). Each certified employee shall be evaluated according to this written evaluation procedure.

- A. The evaluation shall be conducted by the Superintendent or his/her designee.
- B. The evaluation shall measure each certified employee’s effectiveness in performing the duties included in the applicable job description. The Governing Board directs the Superintendent or his/her designee to maintain evaluation instruments to implement this procedure.
- C. Each certified employee shall be evaluated annually. Each evaluation shall include two (2) cycles of formal observations and at least two (2) periodic classroom walkthroughs. All certified employee evaluations shall be completed by June 1 and each certified employee subject to this Policy shall be provided with a written copy of the evaluation results by June 1.
- D. For each certified employee who is employed under a limited or extended limited contract pursuant to O.R.C. §3319.11 and is under consideration for nonrenewal, at least three (3) formal observations must be conducted by the first day of June as part of the evaluation. Each certified employee subject to this Policy who the Governing Board intends to non-renew shall be provided by June 1: (1) a copy of the evaluation results; and (2) written notice of the Governing Board’s intention not to reemploy the certified employee’s employment contract.

Adopted: 9/22/16

LEGAL REFS.: O.R.C. §§3319.08; 3319.11; 3319.61

EVALUATION OF CLASSIFIED EMPLOYEES

All classified employees shall be evaluated at least once each year by the employee's supervisor or the Superintendent or his/her designee. The evaluation will be based upon the employee's effectiveness in performing the duties in the employee's job description for the position or positions held. An employee's evaluation shall be reviewed when determining employee assignment, re-employment and other employment matters.

Adopted: 10-20-12

Revised: 7-17-13

EVALUATION OF SCHOOL COUNSELORS

The Governing Board of the Educational Service Center of Northeast Ohio adopts this standards-based school counselor evaluation policy, which conforms with the framework for the evaluation of school counselors developed under O.R.C. §3319.113. In the event of any conflict between the procedure set forth in this policy and O.R.C. §3319.113, the provisions of O.R.C. §3319.113 shall apply as if incorporated into this policy.

The Governing Board directs the Superintendent to implement this Policy in accordance with state law. The Governing Board Directs the Superintendent and/or designee to develop and maintain Administrative Guidelines to implement procedures, processes and related forms that align to State Law regarding the evaluation of school counselors.

- A. The standards and criteria set forth in the “Ohio Standards for School Counselors,” developed by the Ohio Department of Education shall be used to distinguish between the following levels of performance for school counselors for purposes of assigning ratings on the evaluations conducted pursuant to this policy and O.R.C. §3319.113:
 - 1. Accomplished
 - 2. Skilled
 - 3. Developing
 - 4. Ineffective
- B. Only individuals who have completed Ohio School Counselor Evaluation System training are permitted to evaluate a school counselor in accordance with this policy.
- C. Each school counselor will be provided with a copy of a written report of the results of his/her evaluation.
- D. Beginning with the 2017-2018 school year, a school counselor’s evaluation results will be considered by the Governing Board in making retention and promotion decisions, and for the removal of poorly performing school counselors.
- E. The Governing Board shall provide for professional development to accelerate and continue school counselor growth and provide support to poorly performing school counselors.
- F. School counselor evaluations shall occur annually, except as otherwise appropriate for a school counselor who received a final summative rating of accomplished or skilled on his/her most recent evaluation. The annual evaluation process will consist of two (2) formal observations of thirty (30) minutes each and more than one (1) informal observation at the discretion of the superintendent or designee.
- G. The Governing Board authorizes the Superintendent or designee to evaluate each school counselor who received a final summative rating of “accomplished” on his/her most recent evaluation once every three (3) school years, so long as the metric of student outcomes, for the

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most recent school year for which data is available, is skilled or higher on the evaluation rubric. Such counselors will develop their own professional growth plan.

- H. The Governing Board authorizes the Superintendent or designee to evaluate each school counselor who received a final summative rating of “skilled” on his/her most recent evaluation once every two (2) school years, so long as the metric of student outcomes, for the most recent school year for which data is available, is skilled or higher on the evaluation rubric. Such counselors will develop a professional growth plan collaboratively with their evaluator.
- I. During the years in which a school counselor who received a final summative rating of “accomplished” or “skilled” on his/her most recent evaluation is not fully evaluated, at least one (1) observation and one (1) conference with the school counselor shall be conducted.
- J. School counselors with a final summative rating of “developing” or “ineffective” on their most recent evaluation will develop a professional growth plan with their evaluator. For the professional growth plan to be implemented, such plan must receive the approval of the Superintendent or designee.
- K. A school counselor may be placed on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.
- L. A school counselor shall receive a full evaluation during the first year that he/she is employed or re-employed by the Governing Board, regardless of whether he/she received a final summative rating of “accomplished” or “skilled” on his/her most recent evaluation.

The Governing Board directs the Superintendent or designee to annually submit a report to the ODE, in a form and manner prescribed by the ODE, regarding the implementation of counselor evaluations in accordance with this policy.

LEGAL REFS: O.R.C. §3319.113

Adopted: 9/22/16

Section Four – Pupil Related

Policy	Name
PR-1	Administering Medications to Students
PR-2	Child Abuse Recog./Prevention Train. Rev.8-25-22
PR-3	Reporting of Suspected Child Abuse or Neglect Rev. 8-25-22
PR-4	Restraint and Seclusion Rev. 8-25-22
PR-5	Harassment, Intimidation, Bullying and Hazing
PR-6	Preschool Program adopted 6-29-16
PR-7	Facility Safety Rev. 8-25-22

ADMINISTERING MEDICATION TO STUDENTS

Educational Service Center of Northeast Ohio personnel serving in school districts shall follow the policy adopted by the board of education of that district. For contract programs, the following policy and attached regulations shall apply.

Many students are able to attend school regularly only through effective use of medication in the treatment of disabilities or illness. Insofar as it is possible, provisions should be made for such medication to be given by the parent prior to or following the school day. When possible, parents should plan to bring and administer medication. Those students old enough to understand and follow directions for taking their medication should be responsible for same under supervision. If this is not possible, the dispensation of medication during the school day will be done in accordance with the following:

- A. The Superintendent or designee is authorized, when acting in situations other than those governed by O.R.C. §§2305.23, 2305.231, and 3313.712, to administer to a student a drug prescribed by a prescriber for the student in accordance with this Policy. Only Board employees who are licensed health professionals, or have completed an appropriate drug administration training program conducted by a licensed health professional and considered appropriate by the Board, may administer to a student a drug prescribed for the student. Except as otherwise required by federal law, no employee of this Board shall use the following procedures to administer drugs to a student:
 1. Injection.
 2. Catheterization.
 3. Any other special procedures.

- B. The school nurse or an appropriate person appointed by the building administrator will supervise the secure and proper storage and dispensation of medications. However, nothing in this Policy shall be construed to require a person employed by this Board to administer a drug to a student if such person objects, on the basis of religious convictions, to administering the drug.

- C. No drug prescribed for a student shall be administered pursuant to this Policy or federal law, which includes but is not limited to the Individuals with Disabilities Education Act, until the following occur:
 1. The school nurse or other person(s) designated by the building administrator receives a written request, signed by the parent, guardian, or other person having care or charge of the student, that the drug be administered to the student.
 2. The school nurse or designee receives a written statement, signed by the prescriber who prescribed the drug, that includes all of the following information:
 - a. The name and address of the student;
 - b. The school and class in which the student is enrolled;

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- c. The name of the drug and the dosage to be administered;
 - d. The time or intervals at which each dosage of the drug is to be administered;
 - e. The date the administration of the drug is to begin;
 - f. The date the administration of the drug is to cease;
 - g. Any severe adverse reactions that should be reported to the prescriber and one or more telephone numbers at which the prescriber can be reached in an emergency;
 - h. Special instructions for administration of the drug, including sterile conditions and storage.
3. The parent, guardian, or other person having care or charge of the student agrees to submit a revised statement signed by the prescriber of the drug to the school nurse or designee if any of the information previously provided by the prescriber pursuant to division (C) (2) of this Policy changes.
 4. The school nurse or designee must receive a copy of all statements and revisions of any statement required by division (C) (1) and (2) of this Policy;
 5. The drug is received by the school nurse or designee authorized to administer the drug to the student for which the drug is prescribed in the container in which it was dispensed by the prescriber or a licensed pharmacist. The parent is required to bring all medication to school; and
 6. Any other procedures required by the Board are followed.
- D. If a prescribed drug is administered to a student, the school nurse or designee shall acquire and retain copies of the written requests and statements required by this Policy, and shall ensure that by the next school day following the receipt of any such statement a copy is given to the person authorized to administer drugs to the student for whom the statement has been received and the original is kept on file in the building where the student attends school.
 - E. The school nurse or designee shall establish a location in each school building for the storage of drugs to be administered under this Policy. All such drugs shall be stored in that location in a locked storage place, except that drugs that require refrigeration may be kept in a refrigerator in a place not commonly used by students.
 - F. No person who has been authorized by the Board to administer a drug in accordance with this Policy and who has a copy of the most recent statement required by this Policy given to him in accordance with this Policy prior to administering the drug is liable in civil damages for administering or failing to administer the drug, unless such person acts in a manner that constitutes gross negligence or wanton or reckless misconduct.
 - G. This Policy may be changed, modified, or revised by action of the Board.

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- H. Nothing in this Policy affects the application of O.R.C. §§2305.23, 2305.231, or 3313.712 to the administration of emergency care or treatment to a student.
- I. The Educational Service Center of Northeast Ohio retains the discretion to reject requests for administration of medication.
- J. A copy of this Policy may be provided to parents upon their request for administration of medication in the schools.
- K. In the case of over the counter drugs, the same procedures as outlined in the above Policy are to be followed with the exception of those procedures referring to the prescriber's permission and procedures. In the case of over the counter drugs, the parent is responsible for complying with all procedures in lieu of the prescriber and assumes liability for the above.
- L. For purposes of this Policy, the term "prescriber" includes only the following:
 - 1. A dentist licensed under O.R.C. Chapter 4715;
 - 2. A clinical nurse specialist, certified nurse-midwife, or certified nurse practitioner who holds a certificate to prescribe issued under O.R.C. §4723.48;
 - 3. An optometrist licensed under O.R.C. Chapter 4725 to practice optometry under a therapeutic pharmaceutical agents certificate; or
 - 4. A physician authorized under O.R.C. Chapter 4731 to practice medicine and surgery, osteopathic medicine and surgery, or podiatry.
 - 5. A physician assistant who holds a certificate to prescribe issued under O.R.C. Chapter 4730.

LEGAL REFS: O.R.C. §3313.713

Adopted 11-27-84

Revised 7-26-95, 10-20-12

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PR-2

CHILD ABUSE RECOGNITION / PREVENTION TRAINING

Each person employed by the Governing Board to work in an elementary, middle or high school as a nurse, teacher, counselor, school psychologist, mental health provider or administrator shall complete at least four (4) hours of in-service training in the recognition and prevention of child abuse, violence, human trafficking, and substance abuse; the promotion of positive youth development; and school safety and violence prevention within two (2) years of commencing employment with the Educational Service Center of Northeast Ohio and every five (5) years thereafter. Said employees shall undergo training in youth suicide awareness and prevention programs once every two (2) years, which shall include training regarding risk factors, warning signs, and resources for students.

In addition, for those serving high school students, the abuse recognition/prevention training must also cover prevention of dating violence.

LEGAL REFS: O.R.C. §§3301.221; 3319.073

REVISED 2-20-2020; 8-25-2022

REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT

The Ohio General Assembly has granted legal immunity for those persons reporting suspected cases of child abuse. Such persons must immediately report any and all suspected cases of child abuse.

- A. Employees of the Governing Board who know or have reasonable cause to suspect based on the facts that would cause a reasonable person in a similar position to suspect that a child less than eighteen (18) years of age or any developmentally disabled or physically impaired child under twenty-one (21) years of age has suffered or faces the threat of suffering a physical or mental wound, injury, disability or condition of such a nature as to reasonably indicate abuse or neglect of such child shall immediately report the knowledge or reasonable cause to suspect to the agency or officer responsible for children services functions in the county in which the child resides. All suspected cases shall be reported even if documentation is not available.

The reports shall be made forthwith by telephone or in person and shall be followed by a written report, if requested. The report shall contain the following information:

- 1. The name and address of the child and his parents or person or persons having custody of such child, if known;
 - 2. The child's age and the nature and extent of the child's injuries, abuse, or neglect, including any evidence of previous injuries, abuse, or neglect;
 - 3. Any other information which might be helpful in establishing the cause of the injury, abuse, or neglect; and
- B. A copy of the above-listed report items shall be forwarded to the employee's direct ESC Supervisor and the building supervisor, if different.
 - C. Any employee participating in the making of such reports, or participating in a judicial proceeding resulting from such report shall be immune under O.R.C. §2151.421 from any civil or criminal liability that might otherwise be incurred or imposed as a result of such actions.

Sexual Grooming

Grooming is the process of cultivating trust with a victim through direct, telephonic or online means and gradually introducing inappropriate behaviors until reaching the point where it is possible to perpetrate a crime, including a sex crime, against the victim. The Governing Board believes that grooming is a threat of a physical or mental injury or condition that constitutes abuse or neglect of the subject child. Therefore, any employee of the Board who knows or has reasonable cause to suspect that another employee or person is engaged in the process of grooming a student must immediately report such behavior to the agency or individual responsible for children and family services in the county in which the child resides, and to the suspected groomer's immediate supervisor or building administrator.

LEGAL REFS: O.R.C. §§2151.421; **3319.073**

Adopted: 10-20-12

Revised: 7-26-18; 8-25-22

RESTRAINT AND SECLUSION

Ohio law requires the Governing Board of the Educational Service Center of Northeast Ohio (ESCNEO) to implement a system-wide framework of non-aversive Positive Behavior Intervention and Supports (“PBIS”) for its employees to address inappropriate behavior by students and in order to greatly reduce (or eliminate) the use of restraint or seclusion on students. The PBIS framework applies to all students and staff in all settings.

PROHIBITED PRACTICES

The use of any practice or technique listed in O.A.C. §3301-35-15(C) is prohibited under all circumstances (including emergency safety situations). Prohibited practices/techniques include but are not limited to prone restraint; any physical restraint involving the pinning of a student by placing knees to the torso, head, or neck; pressure point, pain compliance, or joint manipulation; any technique that unnecessarily causes pain or unduly risks serious harm to the student; corporal punishment as defined in O.R.C. 3319.41; child endangerment; seclusion or restraint of a preschool student in violation of O.A.C. §3301-37-10 and/or O.A.C. 3301-35-15; any deprivation of basic needs; chemical restraint; unauthorized mechanical restraint; aversive behavioral interventions; restraint that obstructs the airway of a student or impacts a student’s primary mode of communication; and seclusion in a locked room.

PHYSICAL RESTRAINT

Physical restraint may be used only as a last resort and in accordance with this policy and O.A.C. 3301-35-15, including:

- A. If a student’s behavior poses an immediate risk of physical harm to the student or others and no other safe or effective method of intervention is available;
- B. If the physical restraint does not obstruct the student’s ability to breathe;
- C. If the physical restraint does not interfere with the student’s ability to communicate in the student’s primary language or mode of communication; and
- D. By student school personnel who are trained in safe restraint techniques, except in the case of rare and unavoidable emergency situations when trained personnel are not immediately available.

Following the use of physical restraint, the student should be assessed for injury or psychological distress and monitored as needed following the incident.

SECLUSION

Seclusion may be used only if a student’s behavior poses an immediate risk of physical harm to the student or others, no other safe and effective method of intervention is possible, and only in a manner that is age and developmentally appropriate. Seclusion shall never be used as a form of punishment, to force compliance, for the convenience of staff, or in a manner that endangers a student. A room or area

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used for seclusion shall provide for adequate space, lighting, ventilation, clear visibility, and the safety of the student. The room or area used for seclusion shall never be locked, nor shall it prevent the student from exiting the area should staff become incapacitated or leave the area.

USE OF RESTRAINT OR SECLUSION TECHNIQUES

Physical restraint and/or seclusion may only be used by trained ESCNEO employees in a manner that protects the safety of all children and adults. Employees/Staff using the techniques of physical restraint or seclusion must:

- A. Be appropriately trained to protect the care, welfare, dignity and safety of the student;
- B. Continually observe the student in restraint or seclusion for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
- C. Use communication strategies and research-based de-escalation techniques in an effort to help the student regain control;
- D. Immediately remove the student when the risk of physical harm to self or others has dissipated;
- E. Conduct a debriefing with all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
- F. Complete all required reports and document staff observations of the student.

MULTIPLE INCIDENTS OF RESTRAINT AND SECLUSION

- A. After the third incident of physical restraint or seclusion in a school year of a student who has been found eligible for special education services or has a 504 plan, the requirements are as follows:
 1. The student's individualized education program ("IEP") or 504 team will meet within 10 school days of the third incident;
 2. The IEP or 504 team will consider the need to conduct or develop a functional behavior assessment or behavior intervention plan, or amend an existing functional behavior assessment or behavior intervention plan.
- B. For students not described in (A), above, a team, consisting of the parent, an administrator or designee, a teacher of the student, a staff member involved in the incident (if not the teacher or administrator already invited), and other appropriate staff members will meet within 10 school days of the third incident to discuss the need to conduct or review a functional behavior assessment and/or develop a behavior intervention plan.
- C. Nothing in this section is meant to prevent the completion of a functional behavior assessment or behavior intervention plan for any student who might benefit from these measures, but has fewer than three incidents of restraint or seclusion.

TRAINING AND PROFESSIONAL DEVELOPMENT

Personnel shall be trained annually or engage in professional development in accordance with O.A.C. §3301-35-15.

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REQUIRED DATA AND REPORTING

Any incident of seclusion or restraint involving an ESCNEO employee shall be documented in writing and immediately reported to building administration, the Director of Pupil Services of the ESCNEO, and the parents of the student restrained or secluded. A copy of the report shall be made available to the parent or guardian within twenty-four (24) hours, and the ESCNEO shall maintain a copy of the report.

The ESCNEO annually shall report information regarding its use of restraint and seclusion to the Ohio Department of Education.

COMPLAINT PROCEDURE AND PARENTAL NOTIFICATION

As applicable, the ESCNEO will provide parents an annual notice to inform them of this policy, including the complaint process. A parent may choose to file a complaint with the Ohio Department of Education, Office of Integrated Student Supports, in accordance with the complaint procedures outlined below.

- A. The parent forwards a copy of the complaint to the school district serving the child at the same time the party files the complaint with the Ohio Department of Education.
- B. A sufficient complaint includes the following:
 1. A statement that the this policy was violated;
 2. The facts on which the statement is based; and
 3. The signature and contact information for the parent.
- C. Timeline of the complaint:
 1. The complaint must allege a violation that occurred not more than one year prior to the date that the complaint is received.
 2. The Ohio Department of Education, Office of Integrated Student Supports has a time limit of 90 days after the complaint is filed to:
 - a. Provide the District and/or ESCNEO with the opportunity to respond to the parent, including a proposal to resolve the complaint;
 - b. Give the parent the opportunity to submit additional information, either orally or in writing, about the allegations of the complaint;
 - c. Review all relevant information and make an independent determination as to whether a requirement was violated;
 - d. Carry out an independent investigation, whether on-site or off-site, if the Ohio Department of Education determines that an investigation is appropriate;

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- e. Issue a written decision to the complainant that addresses each allegation in the complaint and contains findings of fact and conclusions and the reasons for the Ohio Department of Education's final decision.

- D. This rule does not limit the ability of a parent of a student to file a complaint under any other provision of law. In addition to filing complaints with the Ohio Department of Education Office of Integrated Student Supports pursuant to the Complaint Process set forth above, parents may file a complaint with other public agencies such as law enforcement, the Department of Job and Family Services, or the office of professional conduct within the Ohio Department of Education.

- F. Parents also may submit written complaints to the Superintendent regarding an incident of restraint or seclusion. Upon receipt of such complaint, the Superintendent shall initiate an investigation of the incident, and shall make reasonable efforts to have an in-person follow-up meeting with the parent within 30 days of receiving the parent's complaint.

DEFINITIONS

The terms used in the above-described Policy shall have the same definitions as provided in O.R.C. §3301-35-15(A).

LEGAL REF.: O.A.C. §3301-37-10 and §3301-35-15

Adopted: 2-20-14

Revised: 8-25-22

HARASSMENT, INTIMIDATION, BULLYING AND HAZING

Definition of Harassment, Intimidation, or Bullying

“Harassment, intimidation, or bullying” means either of the following:

- A. Any intentional written, verbal, electronic, or physical act that a student has exhibited toward another particular student more than once and the behavior both:
 - 1. Causes mental or physical harm to the other student; and
 - 2. Is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student; 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.

Prohibited Practices

Any form of harassment, intimidation, or bullying of any student on school property, on a school bus, or at school-sponsored events is prohibited.

Reporting Requirement

Students must report acts of harassment, intimidation, or bullying to teachers, District employees, and/or school administrators. Educational Service Center of Northeast Ohio (ESCNEO) employees who are or become aware of a prohibited incident from any source must report the incident to the building principal or other administrator and the Director of Human Resources and Pupil Services. The reporting of an incident shall be documented.

If necessary to protect a person from new or additional acts of harassment, intimidation, or bullying, and from retaliation following a report, a person may make an anonymous report.

Investigation

Upon receipt of a report of an incident, the Superintendent, or designee, shall conduct an investigation to determine whether harassment, intimidation, or bullying has occurred. In conducting the investigation, the investigator shall conduct a prompt and fair investigation and be cognizant of the rights of the accused under the First Amendment to the Constitution of the United States and the complainant’s right to an environment free of harassment, intimidation, or bullying. Upon conclusion of the investigation, the investigator shall issue a written report. The report shall include a determination of whether or not the accused was found to have engaged in harassment, intimidation, or bullying, or whether the investigation was inconclusive. To the extent permitted by O.R.C. §3319.321

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and the Family and Educational Rights and Privacy Act of 1974, the report shall be issued to the custodial parent or guardian of any student involved in a prohibited incident. A copy of the report shall also be sent to the Superintendent or his/her designee.

If harassment, intimidation, or bullying is found to have occurred, the investigator shall recommend what steps are necessary to ensure that the harassment, intimidation, or bullying is eliminated for the victim and other individuals affected by the harassment, intimidation, or bullying and to correct its effects on the complainant and others, if appropriate.

Disciplinary Interventions

When acts of harassment, intimidation, or bullying are verified and a disciplinary response is warranted, students are subject to the full range of disciplinary consequences. Suspension is a possible consequence for a student found responsible for harassment, intimidation, or bullying by an electronic act.

Deliberately Making False Reports

Students are prohibited from deliberately making any false report of harassment, intimidation, or bullying. Students found to have violated this prohibition are subject to the full range of disciplinary consequences, up to and including suspension and expulsion.

Confidentiality

The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the District's legal obligation to the complainant, alleged harasser, and witnesses.

Retaliation is Prohibited

Retaliation against those who file a complaint or participate in the investigation of the complaint is prohibited. Further, the administration is directed to implement strategies for protecting a victim from retaliation following a report, including but not limited to: supervise and discipline offending students fairly and consistently; maintain contact with parents and guardians of all involved parties; provide counseling if needed; and inform school personnel of the incident and instruct them to monitor the victim and the victim's friends or family members and the offending party for indications of harassing, intimidating, and bullying behavior.

Report to Board President and Posting of Report

District administration shall semiannually provide the Board President a written summary of all reported incidents and post the summary on the ESCNEO website to the extent permitted by O.R.C. §3319.321 and the Family and Educational Rights and Privacy Act of 1974.

Hazing

Hazing is defined as doing any act or coercing another, including the victim, to do any act of initiation into any student, or other, organization that causes, or creates a substantial risk of causing, mental or physical harm to any person. Permission, consent, or assumption of risk by an individual subjected to hazing does not lessen or excuse the prohibition contained in this policy.

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Hazing activities of any type are prohibited at any time in school facilities, on school property, and/or off school property if the misconduct is connected to activities or incidents that have occurred on school property. No administrator, faculty member, Board of Education employee or student shall plan, encourage, permit, authorize, condone, tolerate or engage in any hazing activities. All district employees are required to be alert to possible situations, circumstances or events which might include hazing. If an employee discovers that hazing has, will, or might occur, the individuals involved shall be instructed that hazing is prohibited and any hazing activities must cease immediately. All hazing incidents shall be reported immediately to the building supervisor or administrator and the Director of Human Resources and Pupil Services.

LEGAL REFS: O.R.C. §§3313.666; 3313.667; 2307.44; 2903.31

Adopted: 2-20-14

PRESCHOOL PROGRAM

The Governing Board recognizes the need to provide preschool services to eligible children in accordance with applicable state and federal laws, and has obtained a license to operate a preschool program. The Superintendent, or designee, shall be responsible for developing administrative guidelines and implementing policies and procedures for the operation of the preschool program.

Facilities

The preschool program shall be located in a facility that accommodates the enrollment of the program, supports the growth and development of children according to program objectives, and meets the requirements of statute. Field trips and transportation of students shall be performed in compliance with administrative guidelines.

Program and Curriculum

The preschool staff member/child ratio prescribed by the State Board of Education must be maintained at all times. Grounds, play areas, and other facilities shall be supervised at all times when used by children. The program curriculum shall be comprised of developmentally appropriate materials, equipment, and resources that meet the intellectual, physical, social, and emotional needs of the preschool child.

Employees and Staff

All preschool employees and staff shall be of good character, possess adequate physical and emotional health, be equipped by education, training, and/or experience for the work they are to perform, and meet the requirements as prescribed by statute and rules adopted by the State Board of Education. All employees and staff shall annually sign a non-guilty/non-conviction statement. Staff shall be aware of an enrolled child's cumulative health record as prescribed the administrative guidelines.

Students

A child is eligible for entrance into preschool if s/he attains the age of three (3) on or before the first day of school in which s/he applies for entrance and has not yet obtained the age at which s/he will be admitted in kindergarten. Children participating in the preschool program must be immunized as required by the State Board of Education to prevent the spread of communicable disease. The program shall maintain a cumulative record for each enrolled child.

Parents

Parents of children enrolled in the program must complete the emergency medical authorization prescribed by law. Parents shall be permitted access to the school during its hours of operation, in accordance with administrative guidelines, to contact their children, evaluate the care provided by the program, the premises, or for other purposes approved by the director. Upon entering the premises, parents shall report to the school office.

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Health and Safety

Health and safety of the children shall be safeguarded by an organized program of school health services designed to identify child health problems and to coordinate school and community health resources for children. All employees and staff shall adhere to established handwashing and disinfection procedures. Medical and dental emergency procedures and emergency phone numbers, shall be posted in each preschool room and made available to all school personnel, children, and parents. Procedures for emergency situations, such as fire and tornado drills, and rapid dismissals, shall be posted and records of such drills and dismissals shall be maintained. Medication, food supplements, and modified diets shall be administered according to statute and administrative guidelines. Staff training for management of communicable diseases and child abuse recognition and prevention shall be performed in compliance with standards established by the State Board of Education.

Fees and Tuition

Parents of preschool students may be charged fees and tuition determined by the school district or affiliated agency. Such charges may be graduated in proportion to family income or waived in case of hardship.

LEGAL REFS: O.R.C. §§3301.646; O.A.C. §3301-37-07

Adopted: 6-29-16

FACILITY SAFETY

The Governing Board is committed to maintaining a safe and drug-free environment in all of the Educational Service Center of Northeast (ESCNEO) facilities and the facilities served by the ESCNEO.

Emergency Management Plan (EMP)

The Superintendent shall prepare a comprehensive emergency management plan (EMP) for each ESCNEO facility. The Superintendent shall involve community law enforcement and safety officials, employees who are assigned to the facility, and, where applicable, parents of students who are assigned to the building. The plan shall examine the environmental conditions and operations of each facility to determine potential hazards to the safety of individuals in the facility and changes to promote the prevention of potentially dangerous problems and circumstances. Remediation strategies shall be incorporated into the EMP for any building where documented safety problems have occurred. An EMP and building blueprints are not public records pursuant to O.R.C. §149.433. Each EMP will consist of four (4) parts:

- A. A single document addressing all hazards that may negatively impact the facility; including but not limited to active shooter, hostage, bomb threat, act of terrorism, bullying, and any other natural or manmade events that are known or should reasonably be known that compromise the health or safety of students, employees, administrators, or property. The document will include:
 - 1. A hazard identification and risk analysis.
 - 2. An all-hazards emergency operations plan compliant with the National Incident Management System (NIMS) organized around five mission areas: prevention, protection, mitigation, response, and recovery.
 - 3. The access and functional needs of the students, teachers, and staff.
 - 4. Education for students, staff, and administrators to avoid, deter, or stop an imminent crime or safety issue, threatened or actual.
 - 5. Procedures for notifying law enforcement, fire, EMS, emergency management, mental health, and other outside experts who could assist in responding to and recovering from an emergency.
- B. A floor plan that is unique to each floor of the building.
- C. A site-plan that includes all building property and surrounding property.
- D. An emergency contact information sheet.

The plan shall be updated and revised at least every three (3) years from the previous date of compliance to reflect lessons learned and best practices to continually improve the plan.

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The Superintendent, or designee, shall submit an electronic copy of each EMP to the Ohio Department of Education (ODE) not less than once every three (3) years, whenever a major modification to the building requires changes to the procedures outlined in the EMP, and whenever the information on the emergency contact information sheet changes. A copy also shall be filed with each law enforcement agency that has jurisdiction over a facility and, upon request, the local fire department, emergency medical service organization, and county emergency management agency serving the area in which the facility is located. Updated EMPs shall be filed with ODE and the agencies within ten (10) days after revised EMPs are adopted.

Prior to the first day of the school year, if student's attend the facility, the Administration shall inform each enrolled student and student's parents/legal guardians of the parental notification procedures. Any student and their parent/legal guardian enrolled in the facility after the annual notification shall be notified upon enrollment.

Emergency Management Test

At least one emergency management test shall be conducted annually in accordance with the rules adopted by ODE. The test must be a scheduled event. An actual emergency will not satisfy the requirement to conduct an annual test. The emergency management test must be a tabletop, functional, or full-scale as defined in O.A.C. §3301-5-01(E), and each type shall be used once every three (3) years. The test must include at least one (1) hazard from the hazard analysis in the EMP and at least one (1) functional content area. At least one (1) representative from law enforcement, fire, EMA, EMS, and/or behavioral health should be included. Students will not participate in the emergency management test.

The Superintendent, or designee, shall submit an after-action report to the ODE no later than thirty (30) days after the emergency management test is held documenting the following: 1) date/time/weather/length of exercise; 2) the type of discussion/operation based exercise; 3) the scenario utilized; 4) the hazard(s) utilized; 5) the functional content area(s) utilized; and 6) the identification of at least three (3) strengths and at least three (3) improvement areas of the EMP discovered as a result of the emergency management test.

Access shall be granted to facilities under the ESCNEO's control to law enforcement personnel and any local fire department, emergency medical services organization, and/or county emergency management agency, so that the entities may hold training sessions for responding to threats and emergency events affecting the facility, provided that the access occurs outside of student instructional hours and the Administration is present in the building during training sessions.

Threat Assessment

The Board authorizes the Superintendent to create threat assessment teams at each facility operated by the ESCNEO and develop relevant guidelines. Each team shall be headed by an Administrator and may include a counselor, psychologist, instructional personnel, and/or school or local law enforcement security personnel. Every three years, each team member shall complete an approved threat assessment training program from the list maintained by the Department of Public Safety. Proof of completion of the training program by each team member shall be maintained in the building's emergency management plan submitted to the Director of Public Safety. The team will meet when the Administrator learns an individual has made a threat of violence or engages in concerning communications or behaviors that suggest the likelihood of a threatening situation. The team may investigate, make a determination as to whether the individual poses a threat of violence, and develop plans to manage or reduce the threat posed

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by the individual. Threat assessment team members shall maintain student confidentiality as required by State and federal law.

SaferOH Registration and Reporting

The ESCNEO shall register with the SaferOH tip line operated by the Department of Public Safety or enter into an agreement with an anonymous reporting program of the ESCNEO's choosing. The following disaggregated data shall be submitted to the Ohio Department of Education and the Department of Public Safety at the end of each fiscal year:

1. The number and type of disciplinary actions taken as a result of anonymous reports;
2. The number and type of mental wellness referrals as a result of anonymous reports;
3. The race and gender of any students subject to disciplinary actions and mental wellness referrals as a result of anonymous reports; and
4. Any other information the Department of Education or the Department of Public Safety determines necessary.

Employee Reporting of Threats

Employees shall immediately report to the Superintendent, or designee, any expression of intent to harm another person or other statements or behaviors that suggest an individual may intend to commit an act of violence that may affect the ESCNEO or facilities served by the ESCNEO. Nothing in this policy supersedes an individual's responsibility to contact law enforcement in an emergency.

Victims of Violent Crime

Despite the diligent efforts of the administration and staff to provide a safe environment, an individual may be a victim of a violent crime in a facility, school, on school grounds, in a vehicle, or at a sponsored activity.

LEGAL REFS.: O.R.C. §§3313.536, 3313.6610 and 5502.262; O.A.C. §3301-5-01; Title IX, Section 9532 of the No Child Left Behind Act of 2001, 20 U.S.C. 6301 et seq.; Public Law 107-110

Adopted: 7-26-18

Revised: 8-25-22