



# SUBSTITUTE TEACHER HANDBOOK

NORTH COAST SHARED SERVICES ALLIANCE

2020-2021 SCHOOL YEAR

*Revised 7/9/2020*

# Table of Contents

<b>Service Areas</b>	<b>2</b>
<b>Contact Information</b>	<b>3</b>
<b>Introduction</b>	<b>6</b>
Purpose of the Handbook	6
About Educational Service Center of Northeast Ohio	6
Your Employment Status	6
Problems or Misunderstandings	6
New Employee Criminal Background Checks	7
Licensure	7
<b>Job Assignments &amp; Attendance</b>	<b>7</b>
Professional Conduct for Ohio Educators	7
Work Assignments	7
Accepting Late Assignments	8
Attendance	8
<b>Pay &amp; Benefits</b>	<b>8</b>
Pay Rate & Pay Days	8
Direct Deposit	9
STRS	9
Patient Protection and Affordable Care Act	9
<b>Safety &amp; Accidents</b>	<b>9</b>
Safety Policy	9
General Safety Rules	9
OSHA Hazard Communication	10
If You Are Injured	10
Returning to Work	10
Workers' Compensation	10
<b>General Policies and On-Job Rules</b>	<b>11</b>
Equal Employment Opportunity	11
Grievance Procedures for Employees	11
Americans with Disabilities Act	11
Substance Abuse (Drug Free Workplace)	11
Harassment	11
Appearance Standards	12
Solicitation	12
Governing Board Policies and Job Site Rules	12
Confidential Information	13
Essential Function	13
Employee Discipline	13
Smoke Free Work Place	14
Suspected Fraud Reporting	14
Professional Staff Stipends	14
Anti-Bullying	14
Suspected Child Abuse or Neglect	14
Acceptable Use of Technology	14
<b>Substitute Teacher Receipt of Handbook</b>	<b>15</b>

## Service Areas

### **Cuyahoga County**

- Bay Village City Schools
- Beachwood City Schools
- Bedford City Schools
- Berea City Schools
- Brooklyn City Schools
- Fairview Park City Schools
- GALA (Global Ambassadors Language Academy)
- Lakewood City Schools
- Maple Heights City Schools
- Mayfield City Schools
- Orange City Schools
- Orange Early Childhood Center
- Parma City Schools
- Richmond Heights Local Schools
- Rocky River City Schools
- Shaker Heights City Schools
- South Euclid Lyndhurst City Schools
- St. Francis - Cleveland
- Stepstone Academy
- Warrensville Heights
- Westlake City Schools

### **Lorain County**

- Avon Lake City Schools
- Clearview Local Schools
- Early Learning Center, Lorain County
- Firelands Local Schools
- Lorain City Schools
- North Ridgeville City Schools
- Sheffield-Sheffield Lake
- Vermilion Local Schools

### **Lake County**

- Fairport Harbor Exempted Village
- Riverside Local Schools

### **Medina County**

- Black River Local Schools
- Brunswick City Schools

### **Portage County**

- Crestwood Local Schools

### **Summit County**

- Barberton City Schools
- Copley-Fairlawn City Schools

### **Columbiana County**

- Columbiana County ESC
- Columbiana Exempted Village
- East Liverpool City Schools
- East Palestine City Schools
- Lisbon Exempted Village

### **Belmont County**

- Barnesville Exempted Village
- Bellaire Local Schools
- Belmont-Harrison VSD
- Bridgeport Exempted Village
- Shadyside Local Schools
- Union Local Schools

### **Coshocton County**

- Coshocton City Schools
- Ridgewood Local Schools

### **East Central Ohio ESC**

### **Guernsey County**

- East Guernsey Local Schools
- Rolling Hills Local Schools

### **Jefferson County**

- Indian Creek Local Schools

### **Monroe County**

- Switzerland Local Schools

### **Tuscarawas County**

- Garaway Local Schools
- Indian Valley Local School District
- Newcomerstown Exempted Village
- Tuscarawas Valley Local School District

## Contact Information - Cuyahoga, Lake, Lorain, Medina, Portage, and Summit Counties:

### Aesop Set Up Questions, Paperwork, Training, Licensure and Renewals

Educational Service Center of Medina County 124 West Washington Street Medina, OH 44256		P 330.723.6393 F 330.723.0573 www.medina-esc.org
---	--	--

<u>NCSSA Employment/Training Services/Frontline Account Setup</u> Cari Wiley	cwiley@medinaesc.org	330.723.6393 x 140
---	----------------------	--------------------

<u>File Compliance</u> Capri Blasco	cblasco@medinaesc.org	330.723.6393 x 127
--	-----------------------	--------------------

### Payroll

Educational Service Center of Northeast Ohio 6393 Oak Tree Boulevard Independence, OH 44131		F 216.236.0801 www.escneo.org
---	--	----------------------------------

<u>Payroll</u> Betty Beach	betty.beach@escneo.org	216.901.4254
Loren Cross	loren.cross@escneo.org	216.525.2517
Leslie DeDauw	leslie.dedauw@escneo.org	216.525.2518

<u>Personnel &amp; Employment Matters</u> Steve Rogaski	steve.rogaski@escneo.org	216.524.3000
--	--------------------------	--------------

### Substitute Assignment Placement | Use of Aesop | Cancellations

Rachel Wixey & Associates 6546 Weatherfield Court Building B, Suite 1 Maumee, OH 43537		P 1.877.977.9499 P 419.725.9499 F 419.725.9495 www.northcoastssa.org
---	--	---

<u>Customer Service Hours for Substitutes</u> M-R (6AM-10PM) Friday (6AM-5PM)	Sunday (5PM-9PM)	Voicemail 24/7
--	------------------	----------------

<u>AESOP and Service Director</u> Maura Sandys	maura@rachelwixey.com	419.725.9499
---	-----------------------	--------------

<u>Northeast Ohio Development</u> Krishna McCollins	krishna@rachelwixey.com	419. 725.9499
--	-------------------------	---------------

### Recruitment

<u>Cuyahoga, Lake, Portage and Summit Counties</u> Nekiesha Taylor	taylor@rachelwixey.com	419. 725.9499
---	------------------------	---------------

<u>Lorain County</u> Pam Gamble	gamble@esclc.org	440.324.5777 x 1113
------------------------------------	------------------	---------------------

<u>Medina County</u> Capri Blasco	cblasco@medinaesc.org	330.723.6393 x 127
--------------------------------------	-----------------------	--------------------

**Contact Information – Belmont, Coshocton, Guernsey, Jefferson, Monroe, and Tuscarawas Counties:**

**Aesop Set Up Questions, Paperwork, Training, Licensure and Renewals**

East Central Ohio Educational Service Center (Belmont County Office) 67400 Betty Lee Way St. Clairsville, OH 43950	P 740.695.9773 F 866.422.3216 www.ecoesc.org
--	--

East Central Ohio Educational Service Center (Tuscarawas County Office) 834 East High Avenue New Philadelphia, OH 44663	P 330.308.9939 F 866.422.3216
---	----------------------------------

<u>NCSSA Employment/Training Services</u> Nanette McFadden	Nanette.mcfadden@ecoesc.org	330.308.9939 x 8210
---	-----------------------------	---------------------

<u>File Compliance/Frontline Account Setup</u> Allison Rice	Allison.rice@ecoesc.org	740.695.9773 x 8204
--	-------------------------	---------------------

**Payroll**

Educational Service Center of Northeast Ohio 6393 Oak Tree Boulevard Independence, OH 44131	F 216.236.0801 www.escneo.org
---	----------------------------------

<u>Payroll</u> Betty Beach Loren Cross Leslie DeDauw	betty.beach@escneo.org loren.cross@escneo.org leslie.dedauw@escneo.org	216.901.4254 216.525.2517 216.525.2518
---	--	--

<u>Personnel &amp; Employment Matters</u> Steve Rogaski	steve.rogaski@escneo.org	216.524.3000
--	--------------------------	--------------

**Substitute Assignment Placement | Use of Aesop | Cancellations**

Rachel Wixey & Associates 6546 Weatherfield Court Building B, Suite 1 Maumee, OH 43537	P 1.877.977.9499 P 419.725.9499 F 419.725.9495 www.northcoastssa.org
---	---

<u>Customer Service Hours for Substitutes</u> M-R (6AM-10PM) Friday (6AM-5PM)	Sunday (5PM-9PM)	Voicemail 24/7
--	------------------	----------------

<u>AESOP and Service Director</u> Maura Sandys	maura@rachelwixey.com	419.725.9499
---	-----------------------	--------------

<u>Northeast Ohio Development</u> Krishna McCollins	krishna@rachelwixey.com	419.725.9499
--	-------------------------	--------------

**Recruitment**

<u>Belmont, Coshocton, and Tuscarawas Counties</u> Nekiesha Taylor	taylor@rachelwixey.com	419.725.9499
---	------------------------	--------------

## Contact Information – Columbiana County:

### Aesop Set Up Questions, Paperwork, Training, Licensure and Renewals

Columbiana County Educational Service Center  
38720 Saltwell Road  
Lisbon, OH 44432

P 330.424.9591  
F 330.424.9481  
www.ccesc.k12.oh.us

#### NCSSA Substitute Training Services

Traci Patterson tpatterson@ccesc.k12.oh.us 330.424.4047

#### Employment Training, File Compliance/Frontline Account Setup

Jennifer McCloskey jmcloskey@ccesc.k12.oh.us 330.424.9591 x 125

### Payroll

Educational Service Center of Northeast Ohio  
6393 Oak Tree Boulevard  
Independence, OH 44131

F 216.236.0801  
www.escneo.org

#### Payroll

Betty Beach betty.beach@escneo.org 216.901.4254  
Loren Cross loren.cross@escneo.org 216.525.2517  
Leslie DeDauw leslie.dedauw@escneo.org 216.525.2518

#### Personnel & Employment Matters

Steve Rogaski steve.rogaski@escneo.org 216.524.3000

### Substitute Assignment Placement | Use of Aesop | Cancellations

Rachel Wixey & Associates  
6546 Weatherfield Court  
Building B, Suite 1  
Maumee, OH 43537

P 1.877.977.9499  
P 419.725.9499  
F 419.725.9495  
www.northcoastssa.org

#### Customer Service Hours for Substitutes

M-R (6AM-10PM) Friday (6AM-5PM) Sunday (5PM-9PM) Voicemail 24/7

#### AESOP and Service Director

Maura Sandys maura@rachelwixey.com 419.725.9499

#### Northeast Ohio Development

Krishna McCollins krishna@rachelwixey.com 419.725.9499

### Recruitment

#### Columbiana County

Nekiesha Taylor taylor@rachelwixey.com 419.725.9499

## Introduction

Welcome to the North Coast Shared Service Alliance (NCSSA) Teacher Substitute program. NCSSA is a collaborative of partners including the Educational Service Center of Northeast Ohio (ESCNEO), Rachel Wixey & Associates, the Educational Service Centers of Lorain and Medina Counties, and various affiliates throughout Ohio.

We are pleased that you are joining our NCSSA organization as a Teacher Substitute employee and we look forward to working with you. Please review this Handbook carefully, and feel free to ask any questions.

## Purpose of the Handbook

This Handbook was prepared to give you important information about the ESCNEO as your payroll and fiscal employment agent and what you can expect from us and what we will expect of you. It will help avoid misunderstandings and provide answers to questions that arise during your employment with the ESCNEO.

Naturally, no Handbook can cover every situation. We allow ESCNEO administration along with our NCSSA administrative partners to make the final decisions they think are best within the framework of the policies and procedures described in this Handbook.

It is our intent to maintain all the policies, procedures and benefits described in this Handbook, but we must reserve the right to make changes at any time, with or without advance notice.

## About Educational Service Center of Northeast Ohio

ESCNEO is one of the largest public organizations in the State of Ohio. The ESCNEO offers Human Resource services to NCSSA to function as the fiscal, payroll agent to employ Teacher Substitute school personnel for school districts in Cuyahoga, Lorain and Medina counties, and various affiliates throughout Ohio (for a complete list see page 2) that choose to participate in the Alliance. ESCNEO will be acting as ESCNEO's representative in regard to your employment, personnel policies and procedures and payroll agent.

## Employment Status

You are being employed by ESCNEO to work in job assignments at the various client school districts. You will be paid based on the position to which you are assigned. Your paycheck and W-2 will be issued by ESCNEO, workers' compensation, unemployment, and other benefits are administered by ESCNEO. Please remember that you are employed by ESCNEO, not by the public school district which you are assigned to work.

Your employment status is a limited, one year as needed employment contract, that you knowingly acknowledge and for which you automatically submit your resignation at the end of the 2020-2021 school year, effective June 30, 2020.

Nothing in this Handbook or elsewhere is to be considered a guarantee of employment or work. Your employment is based solely on available work assignments as needed and requested by our client public school districts for which you are qualified. Note that employment in said districts is subject to approval by the districts. To the extent authorized by law, all employment is strictly at will and can be ended by you or by ESCNEO without advance notice.

## Problems or Misunderstandings

Since there are several organizations partnering for the NCSSA, we want to make sure you are comfortable as our employee. We want to hear your concerns, questions or needs and will work to find a satisfactory solution.

If there are questions or concerns regarding your initial employment paperwork and any aspect of orientation or training, contact your area Educational Service Center (information can be found beginning on page 3) Payroll or any personnel concerns or questions should be directed to the Human Resource Department or Payroll Department at the ESCNEO.

Rachel Wixey & Associates will handle all other questions or concerns related to assignment and scheduling. While on assignment in a school district or building, immediate questions or concerns should be brought to the immediate attention of the school or building administrator.

## **New Employee Criminal Background Checks**

A term and condition of employment as a new Teacher Substitute for the ESCNEO is a satisfactory criminal records check as required by law. Both BCI&I and FBI checks are required and must have been completed within the past year and at the Substitute's expense.

## **Licensure**

A term and condition for employment as a Teacher Substitute for the ESCNEO is that all employees are required to hold a valid license as an Ohio Educator. A current copy of the valid license is required to be included in the personnel file at the ESCNEO Human Resources department.

Obtaining, updating and filing of a valid license with the ESCNEO office is the responsibility of the Teacher Substitute. It is required that personnel meet the requirements for renewal and updating of their license. The contact person at your area Educational Service Center (information can be found beginning on page 3) will assist you with licensure questions, but that does not relieve you of the responsibility to have a valid license. ORC requires employees to hold a valid license for the position for which they are employed prior to receiving compensation, and failure to maintain the appropriate licensure can be grounds for termination.

## **New Employee Pre- Employment Paperwork**

A term and condition for employment as a Teacher Substitute for the ESCNEO is that all employees are required to complete, submit and update any and all necessary pre-employment paperwork which includes application, payroll, retirement, taxes and any other documentation needed to be on boarded and pre-approved for employment. Falsification of any pre-employment paperwork or documentation may be grounds for immediate termination. Failure to report updates may result in employee discipline, delay compensation or be grounds for non-renewal of future employment.

## **Job Assignments & Attendance**

### **Professional Conduct for Ohio Educators**

All educators employed by the ESCNEO are expected to behave in a professional manner that reflects the status and substance of a public school professional with the responsibility of providing high-quality education to every student. The Licensure Code of Professional Conduct for Ohio Educators serves as the basis and guide for conduct appropriate for substitute teachers employed by the ESCNEO and as a professional licensed by the Ohio State Board of Education.

Ohio Revised Code 3319.31 states that engaging in an immoral act, incompetence, negligence, or conduct that is unbecoming to the person or person's position can result in license suspension, revocation, or limit license renewal.

ESCNEO complies with the aforementioned Licensure Code of Professional Conduct for Ohio Educators and Ohio Revised Code and applies the same professional expectations to employees regarding job performance and communications to its employees.

### **Work Assignments**

Work assignments and hours are set to meet the needs of the organizations we represent for service. As a result, it is sometimes necessary to change schedules or hours.

As Substitute, you are required to work as assigned and to do the duties and extra assignments typically done by the teacher for whom you are substituting, including but not limited to bus duty, arrival/dismissal duties, recess duty, cafeteria supervision, hallway/restroom supervision, etc. Additionally, if you are asked to perform supervisory duties (of students) during a planning and/or conference time, it is required that you comply with the request unless your current assignment necessitates that you spend the time copying materials left by the regular teacher, designing plans because none were left by the regular teacher, or completing other tasks directly related to the completion of that day's assignment. In such cases, a clear explanation must be made to the administrator requesting that you work during the planning and/or conference time. In all cases, the decision of the administrator or designee making the request is to be followed. It is your responsibility to monitor school cancellations due to inclement weather or other



calamity circumstances. Aesop will generally notify you by email and/or phone when a school district or building cancels due to a calamity day.

ESCNEO has contracted with Rachel Wixey & Associates to act on its behalf. RWA will help coordinate your schedule and assignments and our communications with you. Rachel Wixey & Associates will notify you of available work assignments for which we believe you are qualified.

ESCNEO offers both long-term (5 days or longer) assignments and seasonal short-term assignments to their employees. Employees assigned to specific short-term assignments are required to use an online scheduling system to select their work assignments.

It is the employee's responsibility to select their work assignments and identify the work days that they are unavailable for work. Unless the employee specifically notifies Rachel Wixey & Associates that they are no longer available for work assignments, Employees are considered able and available for work.

## Accepting Late Assignments

On occasion, Aesop's automated system or an account representative may call you to fill an opening which has occurred very close to a school's starting time. You may also see last minute assignments online that start soon after you see them. Do not hesitate to accept these jobs. If the starting time has not been adjusted online, or if you receive an Aesop call too close to a school's starting time to allow for adequate preparation and travel time, just call the school or your Aesop account representative at Rachel Wixey and Associates (877.977.9499) (Cari Wiley at 330.723.6393 for Brunswick City Schools assignments) to let them know what time you will arrive for the position. Most schools would rather fill a classroom with a substitute who needs a few extra minutes to get there than have the classroom without an instructor all day.

## Attendance

Consistent and timely attendance to your teacher substitute assignments is conduct becoming of a professional educator and conscientious employee.

If you have accepted a school district assignment and you are going to be late or absent for any reason, you must personally notify Rachel Wixey & Associates at 877.977.9499 immediately in order to allow ample time to secure another teacher substitute. (For assignments in Brunswick, contact Cari Wiley at 330.723.6393 x 140.)

Once you have accepted a position, you have a responsibility to fulfill that commitment. Cancellations for reasons other than illness or emergency situations are not acceptable.

Substitutes who cancel from a job will not be permitted to accept any other position in the NCSSA system for the day of cancellation.

## Pay & Benefits

### Pay Rate & Pay Days

Because pay rates vary by assignment, every job can pay a different rate. If you change assignments or work in more than one assignment during any pay period, do not assume that your pay rate will be the same for all positions worked. Please make sure you know the wage for every job you work.

See pay schedule on [www.northcoastssa.org](http://www.northcoastssa.org).

A full day assignment is any assignment over four (4) hours. An assignment four (4) hours or less is paid at a half-day rate. Should you work two half-day assignments within the same district, you are paid for one day. If you work two assignments in two separate districts, the assignments will be paid a half day for an assignment under four (4) hours and a full day for an assignment over four hours. No quarter day or hourly pay is available. "Show up or cancellation" payments will be determined by each individual circumstance.

The ESCNEO follows [Ohio Revised Code 3319.10](#) regarding Employment and Status of Substitute Teachers:

Teachers may be employed as substitute teachers for terms not to exceed one year for assignment as services are needed to take the place of regular teachers absent on account of illness or on leaves of absence or to fill temporary positions created by emergencies; such assignment to be subject to termination when such services no longer are needed.

A teacher employed as a substitute with an assignment to one specific teaching position after sixty days of service shall be employed according to [Ohio Revised Code 3319.10](#) Employment and Status of Substitute Teachers.

A teacher employed as a substitute for one hundred twenty days or more during a school year and re-employed for or assigned to a specific teaching position for the succeeding year shall receive a contract as a regular teacher if the substitute meets the local educational requirements for the employment of regular teachers

Teachers employed as substitutes on a casual or day-to-day basis shall not be entitled to the notice of non-re-employment prescribed in [section 3311.81 or 3319.11 of the Revised Code](#).

For purposes of determining in any school year the days of service of a substitute teacher under this section any teacher's days of service in that school year while conditionally employed as a substitute teacher under [section 3319.101 of the Revised Code](#) shall count as days of service as a substitute teacher under this section.

## Direct Deposit

ESCNEO requires direct deposit of your paycheck to your checking or savings account automatically. Appropriate forms will be provided to you for your authorization. Direct deposit is available to any bank, checking account, savings account, or credit union by providing a copy of a voided check.

It is the responsibility of the ESCNEO employee to alert the payroll department of any changes in personal banking information.

## STRS

Teacher substitutes are subject to the State Teachers Retirement System (STRS) Each Teacher substitute shall be responsible for the payment of the employee portion of the contributions required by STRS. As such, the employee's share of the STRS contributions will be deducted from payroll pursuant to ORC 3307.01, et seq, and forwarded to STRS by the ESCNEO.

## Patient Protection and Affordable Care Act

"PPACA" requires the ESCNEO to allow substitute teachers (and their dependents) to enroll in the ESCNEO's health insurance plan if the substitute teacher averages at least 30 hours of service per week or 130 hours of service in a calendar month over the entire school year. However, a substitute teacher's enrollment in the health insurance plan would result in additional costs being assessed to the organization's client school districts. To prevent these additional costs that may result from the PPACA regulations, it may be necessary for the organization to limit substitute scheduling at certain points throughout the year.

If a substitute is an STRS retiree and becomes eligible for health care coverage through the ESCNEO because the substitute works an average of more than 30 hours per week, or 130 hours per month, during the ESCNEO's measurement period, the substitute may no longer be eligible to receive primary insurance coverage through STRS. STRS retirees who may qualify as "full-time" employees under the ACA are encouraged to consult with STRS any impact an offer of insurance from the ESCNEO may have upon the individual's eligibility to receive insurance coverage through STRS.

## Safety & Accidents

### Safety Policy

The SAFETY of our employees is an important concern of ESCNEO. We expect all employees to take safety seriously. We do not want to put any Teacher Substitute in a job that could cause harm or aggravate a prior injury. If you have been injured before, or if certain work could cause you harm, be sure to let a Rachel Wixey & Associates know in advance. If you are physically limited in some way, if certain tasks are hard for you, or if you need any special accommodation to perform a job function, it is your duty to let us know in advance.

## General Safety Rules

All employees are required to obey the safety rules set by the worksite, or school district or building. If an accident occurs while you are in violation of safety rules or policies, your Workers' Compensation benefits may be reduced. Wherever you work, remember these basic rules or guidelines:

- Never do any work you feel is unsafe or could cause injury. Do not perform tasks that involve physical exertion unless you have been trained to perform them and are familiar with the risks associated with them.
- Do not operate any power equipment without permission and the proper advance training.
- No person will be allowed to work if he/she is impaired due to fatigue, illness, medication, drugs, alcohol or other causes. Use of drugs or alcohol while on the job is strictly prohibited.
- Every employee is to help keep the workplace neat, orderly and free of obstructions. Close file cabinets when you are finished in them. Do not string power cords or any cable across a walkway.
- All unsafe conditions and any accident or injury must be reported to the worksite office immediately.

## OSHA Hazard Communication

You have a right to know about any safety hazards in your workplace. A district/building administrator will explain:

- Any chemical or material substances that are known hazards at your job site and which you may be exposed to;
- The "Material Safety Data Sheets" that describe any hazardous materials and what to do if you are exposed to them,
- How to identify and properly handle any hazardous substances.

If you ever have a question about a chemical or substance at your job, be sure to ask your on-site administrator for more information.

## If You Are Injured

If you are injured on the job in any way, however minor, you must report the incident to the ESCNEO immediately. Except in a true emergency, you should not leave the worksite without reporting an injury.

ESCNEO carries Workers' Compensation insurance to protect and benefit any employee who may be hurt on the job.

To receive any compensation for an on-job injury, and any Workers' Compensation benefits that may apply, there are certain steps you must take. Reporting an injury promptly is the first and most important step. Once you do that, we can guide you to the next steps.

If you are injured on the job, report the incident to the ESCNEO office immediately, even if the injury is minor. Note: Reporting an incident to a school supervisor on the job is not enough. Be sure to name "ESCNEO" as your employer. After you have been treated, a Doctor will determine what work you can do: regular work, light work, or no work at all. The Doctor's report will determine whether you need time off or not.

As soon as you are able, an Employee Incident Report must be completed and faxed within 24 hours to the ESCNEO Human Resource office, fax number 216.606.1044. The report will let us know of the incident and our insurer know exactly what happened, how and where you were hurt.  
Returning to Work

Unless the Doctor says you are unable, we will assume you that if you accept a work assignment you are capable of performing the duties. If the Doctor says you cannot work at all, you must provide written notice from the Doctor and call the ESCNEO Human Resources department. Please contact our office on the next day to discuss your situation. Whether you are released for light or limited work, or for regular duty, we will address a suitable job for you the next day. We will need a Doctor's written release faxed to our office before you return to work.

## Workers' Compensation

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

## General Policies and On-Job Rules

### Equal Employment Opportunity

Equal Employment Opportunity is both a policy and a practice of the ESCNEO. In accordance with all applicable federal, state and local laws, ESCNEO provides employment opportunities to applicants and Associates regardless of age, race, creed, color, religion, national origin, sex, disability, veteran status, marital status or any other protected status.

The ESCNEO Equal Opportunity policy applies to all areas of employment, including, hiring, training, assignment, promotion, compensation, benefits, discipline and termination. In addition, neither ESCNEO nor NCSSA will discriminate against any employee in a client job assignment or honor discriminatory requests from clients.

Any employee who violates an Equal Opportunity policy will be subject to discipline, up to and including possible termination.

#### **The ESCNEO has designated their Compliance Officer as:**

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](mailto:Steve.Rogaski@escneo.org)

### Grievance Procedures for 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 educational programs or activities of the ESCNEO, or in the employment of ESCNEO personnel.

The Grievance Procedure is established to provide an adequate, reliable, and impartial investigation in response to allegations of unlawful discrimination or harassment carried out by ESCNEO employees, students, or third parties.

### Americans with Disabilities Act

The Americans with Disabilities Act (ADA) is designed to allow individuals with disabilities to enjoy the same employment opportunities available to persons without disabilities. The ESCNEO fully endorse the Americans with Disabilities Act (ADA) and will not tolerate unlawful discrimination and/or harassment of disabled employees.

In accordance with federal law, we encourage disabled employees to identify themselves. Information regarding your disability remains confidential in your medical file and may only be used in order to reasonably accommodate any special needs you may have.

### Substance Abuse (Drug-Free Workplace)

The ESCNEO prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol by any employee directly under contract to the ESCNEO at any time while in a facility operated or served by the ESCNEO or while involved in any program related activity or event. The ESCNEO does not permit or accommodate an employee's use, possession, or distribution of marijuana. Any use, possession, or distribution of

marijuana by an employee, even if the employee has been prescribed medical marijuana, shall be considered a violation. 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.

## Harassment

The ESCNEO believes in a friendly workplace that is not hostile or offensive, where all employees on assignment, school staff, and students are treated fairly and with respect. Harassment, threats, intimidation or discrimination of any kind, including verbal or visual, will not be tolerated for any reason. Any employee who violates this policy will be subject to serious discipline, including possible termination.

It is important to understand that, among other things, harassment includes:

**Verbal Harassment:** such as making a joke or comment about a certain age or ethnic group, race, sex, nationality, disability, religion, sexual preference, or using vulgar or profane words or slurs.

**Physical Harassment:** such as assault, touching, blocking or physically interfering with a person's movement or work.

**Visual Harassment:** such as derogatory images, posters, cartoons or drawings.

**Sexual Harassment:** including unwelcome sexual advances or requests for sexual favors, verbal, visual or physical conduct of a sexual nature, such as name-calling, obscene jokes, suggestive comments, gestures or sounds, or graphic remarks about a person's anatomy.

**Intimidation:** Creating an intimidating, hostile or offensive work environment through conduct like that described above.

If you feel you have been subjected to harassment, threats, intimidation or discrimination by a co-worker, a supervisor or manager, a client Associate or any other person connected with your job, you should report the incident to the ESCNEO Human Resources department immediately.

ESCNEO will promptly investigate every harassment complaint and take the appropriate corrective action. All investigations will be handled as confidentially as possible, and no Associate will be punished in any way for bringing any good faith complaint to the company's attention.

Any ESCNEO employee, supervisor or manager, who is found to have engaged in harassment, or in retaliation against another individual who complained of harassment, will be subject to serious discipline, including possible termination.

### The ESCNEO has designated their Compliance Officer as:

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](mailto:Steve.Rogaski@escneo.org)

## Appearance Standards

ESCNEO expects every employee to be neat, clean and dressed properly for their work environment. Sleeveless shirts and halter-tops are not permitted in any position. Most of the participating school districts or buildings have their own dress code or standard. ESCNEO can advise you of the standards for your assignment, and you will be expected to maintain them. You are not permitted to wear jeans, shorts or T-shirts in any school location, unless it has been specifically addressed for special occasions, such as "spirit days," field trips, etc.

## Solicitation

Solicitation is against the rules in every job assignment. Solicitation is also not permitted on ESCNEO property or any client property.

No solicitation of ESCNEO or client employees is allowed during your work shift or the work shift of the person being solicited. For purposes of this work rule, "solicitation" specifically includes passing out fliers, letters, petitions or other documents for signatures.

## Governing Board Policies and Job Site Rules

Every ESCNEO employee is required to follow the Educational Service Center of Northeast Ohio's Governing Board policies that impact our employees. The Governing Board's policies, administrative guidelines, and forms can be found at [www.escneo.org](http://www.escneo.org).

Every employee is also required to adhere to the rules or policies that apply in their workplace and daily assignment. Employee rules might include restrictions on lunch or rest breaks and telephone use. Cell phone or other electronic device use is prohibited during work hours. As an ESCNEO employee, you are required to know and follow the policies in effect at your job site and assignment.

## Confidential Information

ESCNEO employees may receive or have access to confidential and proprietary information of ESCNEO, or one or more of their clients ("Confidential Information"). Among many other things, Confidential Information includes information on students, their parents, school staff, security systems, personnel, contracts, business, school and personnel files, and records. As a condition of continued employment, all employees must agree to protect all Confidential Information. Employees are to treat any information obtained while working for ESCNEO, in association with ESCNEO or in any school assignment as confidential and may not be disclosed to any other party, even another ESCNEO employee. If you are unclear as to whether certain information is confidential, treat it as if it is confidential.

Disclosure of Confidential Information is a policy violation that will result in disciplinary action, including possible termination.

## Essential Function

An essential function of the Substitute Teacher position is that all NCSSA substitute teaching employees must be able to adhere to the following:

- Professional conduct with school administration, and school personnel
- Remain alert and attentive to the supervision of children
- Demonstrate proficiency with using technology on assignment
- Demonstrate proficiency with the English language in speaking, reading, writing and comprehension
- Follow written lesson plans and directions from the teacher; including student assignments
- Use professional conduct and tact in all verbal and written communication with students
- Demonstrate proficiency in classroom management techniques

## Employee Discipline

**Ohio Revised Code (ORC) 3319.081**, states that the administration is responsible for discipline of employees in a progressive, corrective manner, to be determined by the administrator. Discipline will be assigned, determined on a case by case basis. The sequence of the discipline shall be determined by the administrator based on the severity of the infraction. Discipline measures may result in verbal reprimand, written reprimand, suspension or loss of pay or termination.

There are certain activities and behaviors ESCNEO considers so serious, they can be grounds for immediate termination. Although not exclusive, the following can be grounds for termination:

- **Dishonesty:** False statements or misrepresentations during the application process; producing false ID or documents.
- **Violence and Weapons:** Any act or threat of violence toward another person, fighting or provoking a fight while on company or client premises; possession of a weapon or explosives.
- **Excessive incidences of exclusion from school districts and/or buildings.**
- **Criminal Behavior:** Engaging in any criminal conduct, including betting or gambling while on company or client property.
- **Immoral Conduct:** or indecency on company or client property.
- **Destroying Property:** Causing damage or destruction of company or client property, or property of other Associates.
- **Endangering Others:** Any willful action which endangers the life or safety of another person.
- **Inappropriate / unwarranted / unacceptable:** Touching of students or school staff members.
- **Theft:** of company or client property, or the property of other Associates; unauthorized use or possession of any company or client property, including documents and computer disks.

- **Falsifying Time:** Falsely reporting work hours or altering any Associate time records; reporting time not actually worked.
- **Breach of Confidentiality:** Giving confidential, proprietary or private information to competitors or any unauthorized person.
- **No Call/No Show:** Missing scheduled work days and failing to notify ESCNEO of your absence is the same as quitting your job (“no call/no show”). If there is a no call/no show, ESCNEO will treat it as a voluntary quit on your part, and as a result, you will no longer be employed by ESCNEO. Your eligibility for unemployment benefits will be affected.
- **Excessive Cancellations:** Cancelling out of an assignment more than twice, less than four (4) BUSINESS hours before the assignment is scheduled to start. If you need to cancel out of an assignment it is required that we are given sufficient time to find a replacement.

## Smoke-Free Work Place

The “Smoke-Free Workplace Act” prohibits smoking in all public places as well as places of employment.” All employees are required to comply with any and all regulations regarding the smoke-free workplace act at their assignment of a school district, program or institution

## Suspected Fraud Reporting

The Ohio Auditor of State's Office is one of the largest accounting offices in the nation. The office strives to ensure that all public funds are spent legally and appropriately and works aggressively to root out fraud, waste, and abuse in public spending. The Auditor's Office encourages anyone suspecting fraud or misspending of public dollars to contact the auditor's office hotline at 1.866.FRAUD.OH or 1.866.372.8364

## Professional Staff Stipends

Employees of the ESCNEO shall not accept stipends or honoraria for any professional services rendered as part of their regular duties and/or during times when they are on duty under contract. If there are any questions regarding the acceptance of professional stipends, ESC employees need to discuss it with the immediate supervisor.

## Anti-Bullying

Employees of the ESCNEO shall NOT encourage, permit, condone or tolerate any bullying activities while on regular duty and/or times when under contract. Employees are required to report any bullying activities to their immediate supervisor at the district/building assignment.

## Suspected Child Abuse or Neglect

The ESCNEO recognizes that it is the legal obligation of school employees to report situations of suspected child abuse and neglect. Because Teacher substitute personnel are in daily contact with school-age children, they are often able to identify abused children and refer them to school authorities. [Section 2151.421 Ohio Revised Code](#) deals with the reporting of child abuse and neglect requires:

All school employees having reason to believe that a child under eighteen years of age has suffered any wound or injury or neglect shall immediately report such information. A written report should follow as soon as possible to the appropriate reporting agency for the county. Any school employee making such a report shall be immune from civil or criminal liability.

## Acceptable Use of Technology

ESCNEO employees are expected to use professional judgment in making appropriate and ethical use of the computers and any networks that may be available related to your work assignment.

Please be informed that disciplinary actions will be taken if technology and/or networks are abused in any way or used in an illegal or unethical manner while on duty in your work site.

## Substitute Teacher Receipt of Handbook

This receipt certifies that I have received a copy of the Educational Service Center of Northeast Ohio (ESCNEO), North Coast Shared Services Alliance (NCSSA) Substitute Teacher Handbook. I understand that the Handbook is NOT A CONTRACT OF EMPLOYMENT, that my employment is "at will," and that ESCNEO has a right to change, create or delete its policies and benefits at any time, with or without advance notice.

I understand that I am an employee of ESCNEO. Only ESCNEO or Rachel Wixey & Associates authorized representative or I can terminate my employment. If I am assigned to a long-term assignment (5 days or more) and that assignment ends (5 days or more), I will notify Rachel Wixey & Associates that I am able and available to work. I understand that failure to report at the end of a long-term assignment or my failure to accept a new assignment will mean that I have voluntarily quit and may not be eligible for unemployment benefits.

If I am assigned to a seasonal short-term assignment that requires the use of an electronic scheduling system, I understand that it is my responsibility to select my work assignments and identify work days I am unavailable for work. Unless I notify Rachel Wixey & Associates that I am no longer available for work assignments, I will be considered able and available for work.

I understand that I will be expected to report for and complete any work assignment I accept. If I am unable to report for work for some unexpected reason (such as an emergency or illness), I will personally contact Rachel Wixey & Associates as soon as possible – before the assignment begins whenever possible. If I do not report for or complete an assignment or give proper notice to Rachel Wixey & Associates, the ESCNEO and Rachel Wixey & Associates may assume that I have voluntarily quit. I realize that I may not be eligible for unemployment benefits under such circumstances.

I have reviewed and agree to abide by the General Safety Rules established by the ESCNEO and the district/building assignment. I agree that, if I am injured on the job, I will notify the Rachel Wixey & Associates and the ESCNEO office immediately. I understand that the ESCNEO will assist with any legitimate Workers' Compensation claims.

I understand that it is my responsibility to notify Rachel Wixey & Associates, PRIOR to accepting an assignment, if I have any previous injury, or if certain work could cause me harm.

I have been informed of the specific Workers' Compensation rules that apply locally and understand that I am personally responsible for the cost of any unauthorized medical treatment or services provided outside the network, except as permitted by state rules.

I have read the company's Drug-Free Workplace policy and I consent to drug testing as a condition of employment if required. I understand that any violation of substance abuse policies will result in my termination of employment.

I am aware that it is my responsibility to read, understand and know all of the company's employment policies. I have read the Substitute Teacher Handbook, had an opportunity to ask questions about the Handbook, and any questions I had have been answered in language to my satisfaction and are understood.

By accepting a job offer I am agreeing to abide by ESCNEO employment policies. If I fail to comply with company policies and procedures, I understand that my employment may be jeopardized or terminated.

\_\_\_\_\_  
Substitute Teacher Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Substitute Teacher Applicant Print Name

\_\_\_\_\_  
Affiliate Agent for NCSSA

\_\_\_\_\_  
Date