

THE OASSA COMPREHENSIVE LEGAL ASSISTANCE PLAN

Purpose

The purpose of the OASSA Comprehensive Legal Assistance Plan is to give OASSA Regular Members, as defined in the OASSA Bylaws, legal support in addition to the protection afforded by the members' school district under the Ohio Revised Code Section 2744 (Sovereign Immunity). The plan is also to provide direct legal assistance to its members when legal assistance is not provided by the board of education or by a liability insurance carrier. The use of this fund is discretionary, and its use shall be determined by the Executive Director of OASSA or his/her designee utilizing the criteria established in Part II, Section B of the policy herein. However, no vested right to the use of the fund for the benefit of any member or members is hereby intended or created. If any member feels he or she has been wrongly denied financial assistance from the fund, such member shall have as his or her sole remedy the right to request reconsideration of the decision of the Executive Director or his/her designee. Any further right to appeal a denial of such reconsideration shall be to the OASSA Board of Directors in a special or general meeting.

Representation or financial assistance through the Comprehensive Legal Assistance Plan shall be applicable to all original proceedings including court appearances as parties, office appointments, telephone conferences, and all other services normally construed to be legal services, up to and including the filing of a Notice of Appeal where applicable, but shall not include appeals or collateral actions except by specific authorization of the OASSA Board of Directors in a special or general meeting.

The Comprehensive Legal Assistance Plan is also established to provide funding for OASSA involvement in extraordinary cases, either as plaintiff or defendant or amicus in cases having substantial precedent potential for secondary and middle school administrators and/or supervisors in Ohio. The use of the fund in this latter category of cases shall be at the sole discretion of the Executive Director with the approval of the OASSA Board of Directors. This plan is not to be used for offensive actions except as indicated above.

The Comprehensive Legal Assistance Plan will be utilized to enforce the provisions of the sovereign immunity law against any board of education not adhering to its obligations in protecting the rights of OASSA members.

Part I. Sovereign Immunity Support

OASSA must be kept informed about any litigation involving a member even if such litigation is the responsibility of the board of education under Section 2744 ORC.

- A. OASSA support can be assured if:
1. The member notifies OASSA that litigation involving the member has been filed and that the board of education has been notified.
 2. The OASSA staff notifies the OASSA attorney who, if necessary, will initiate steps to contact the school district to determine support for the member.
 3. The OASSA attorney will maintain a file on the litigation and monitor the legal representation being provided to the OASSA member. The OASSA member is responsible for maintaining communication with the OASSA staff and its attorney regarding the status of the issue.
 4. The OASSA member will be entitled to telephone consultation or a meeting, if necessary, with the OASSA legal counsel to secure additional interpretation of the legal situation involving the member.
- B. If the board of education refuses to accept its legislated responsibilities, the OASSA legal counsel will begin necessary steps, in conjunction with the OASSA member, to determine whether the employer has properly refused to defend its employee and if additional legal assistance is warranted.

Part II. OASSA Comprehensive Legal Assistance Plan

- A. Criteria for Assistance

All decisions dealing with requests for legal assistance and/or financial aid from the OASSA Comprehensive Legal Assistance Plan shall be based upon the following criteria:

- The association member is an active Regular Member in good standing at the time the alleged act occurred and is a Regular Member in good standing at the time a request for assistance is made. Further, Regular Membership must be maintained during the entire period that assistance is rendered.
- The member has received approval for assistance from the OASSA Executive Director or his/her designee before being assigned or engaging legal counsel.
- The member shall cooperate fully with the association and/or legal counsel in matters regarding his or her defense.

• **Procedures for Payment:**

Legal representation shall be either provided directly by the association or funded by the association in accordance with the following formula:

- Payment up to \$2,000.00 will be made directly to an OASSA assigned attorney following an invoice for services provided to the member.

• **Criminal Cases:**

A Regular Member is eligible for legal assistance and/or financial aid in matters involving criminal defense when the member has been formally charged by indictment, information or complaint, said charge constituting a crime under the laws of the state of Ohio or any of its political subdivisions, or the laws of the United States and said charge being emanated from activities directly related to the scope of the member's employment as a school administrator or supervisor.

Payment request from the OASSA Comprehensive Legal Assistance Plan will not be paid unless the member is either:

1. adjudged not guilty or
2. all charges against the member are dismissed.

Reimbursement of up to \$2,000.00 will be paid upon application by the member at the conclusion of the case.

Subrogation and Reimbursement

The member shall agree to subrogate the OASSA Comprehensive Legal Assistance Plan to any recovery of monetary damages, attorney fees, or court costs which the member may receive or recover or which may accrue to his or her benefit in an amount equal to that which said Comprehensive Legal Protection Plan has advanced or expended either directly or indirectly on the member's behalf pursuant to the provisions of this policy.

The member agrees to reimburse the Ohio Association of Secondary School Administrators for any and all amounts expended by said association on the member's behalf which exceeds the amount that the association agrees to pay under the terms of this policy as set forth in Section A above.

Part III. OASSA Comprehensive Legal Assistance Plan

OASSA Advocacy Protection

- A. Advocacy assistance is available to the Regular Member under this plan from the OASSA staff, an attorney agreed to by OASSA, or both during contract disputes, evaluation reviews, grievance hearings, transfers, or other OASSA-approved meetings that affect the member and are not described in Part I or II of the plan.
- B. Procedures for Payment: Payment up to \$2,000.00 will be made directly to an OASSA assigned attorney following an invoice for services provided to the member.

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