

THE OASSA COMPREHENSIVE LEGAL PROTECTION PLAN

Purpose

The purpose of the OASSA Comprehensive Legal Assistance Plan is to give OASSA Professional Members, as defined in the Association Bylaws, legal support in addition to the protection afforded by the members' school district under the Ohio Revised Code Chapter 2744 (Sovereign Immunity). The Plan is also to generally provide direct legal assistance to its members when legal assistance is not provided by the board of education or by a liability insurance carrier.

No member has a vested right to benefits under the Plan. The availability of the Legal Protection Plan is discretionary, and its use shall be determined by the Executive Director of OASSA or his/her designee utilizing the criteria established in this Plan.

I. Sovereign Immunity Support

A. Eligibility--An Association member requesting benefits under the Association's Sovereign Immunity Support must meet all of the following eligibility requirements:

1. The member is an active Professional Member in good standing at the time all alleged acts occurred.
2. The member is an active Professional Member in good standing at the time a request for assistance is made.
3. The member maintains the highest level membership that he or she is permitted by the Association to maintain during the entire period that assistance is rendered.
4. The member has exhausted all possible other outside association legal assistance options, as determined by the Association's executive director or his/her designee.
5. The member has received approval for assistance from the Association's Executive Director or his/her designee before engaging legal counsel.
6. The member shall cooperate fully with the Association and legal counsel in matters regarding his or her defense.

B. Scope of Protection-The Association will engage the following process to determine the scope of the protection:

1. The member notifies the Association that litigation involving the member has been filed or the filing of such litigation is imminent against the member in his or her official or

individual capacity, and that the board of education has been notified of such litigation or imminent litigation.

2. The Association staff notifies the Association's attorney who, if necessary, will initiate steps to contact the member's school district to determine support for the member.
 3. The Association's attorney will monitor the legal representation being provided to the member by the district's legal counsel. The member is responsible for maintaining communication with the Association's staff and its attorney regarding the status of the issue. The Association must be kept informed about any litigation involving a member even if such litigation is the responsibility of the board of education under Chapter 2744 of the Ohio Revised Code.
 4. The member will be entitled to telephone consultation or a meeting, if necessary, with the Association's legal counsel to secure additional interpretation of the legal situation involving the member.
 5. If the member's board of education or governing board refuses to accept its legislated responsibilities, the Association's legal counsel will begin necessary steps, in conjunction with the member, to determine whether the board has properly refused to defend its employee and analyze whether additional legal assistance is warranted.
- C. Assignment of Legal Counsel—The Association will designate the legal counsel who may provide legal assistance to the member under the terms of this Plan. Members do not have the right to make a demand or request for a specific attorney. Members who wish to work only with their desired legal counsel may do so, but such services are not covered under this Plan.

II. Comprehensive Legal Assistance

- A. Eligibility--An Association member requesting benefits from the Association's Comprehensive Legal Assistance must meet all of the following eligibility requirements:
1. The member is an active Professional Member in good standing at the time all alleged acts occurred.
 2. The member is an active Professional Member in good standing at the time a request for assistance is made.
 3. The member maintains the highest level membership that he or she is permitted by the Association to maintain during the entire period that assistance is rendered
 4. The member has exhausted all possible other outside association legal assistance options, as determined by the Association's executive director or his/her designee.

5. The member has received approval for assistance from the Association's Executive Director or his/her designee before engaging legal counsel.
 6. The member shall cooperate fully with the Association and legal counsel in matters regarding his or her defense.
- B. Scope of Protection--If all eligibility requirements are met, the Association's Comprehensive Legal Assistance will provide coverage up to the amount specified below, in the following instances:
1. Employment Discipline—The member has allegations of misconduct against him or her such that discipline up to and including termination and/or non-renewal may be possible with the member's school board or governing board.
 2. Employment Contract Disputes or Non-Renewal—The member has a contractual dispute regarding his or her employment contract with the school board or governing board, or the member has the possibility of non-renewal pending with the member's school board or governing board.
 3. Ohio Department of Education Office of Professional Conduct—The member has been referred to the Ohio Department of Education's Office of Professional Conduct for investigation or the pursuit of discipline against the member's administrator licensure with the State of Ohio.
 4. Criminal—The member has been formally charged by indictment, information or complaint, and the 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, arises out of the member's employment with the member's school board or governing board.
 5. Exclusions—The Plan shall not be used by members to pursue offensive measures, including but not limited to litigation or the threat of litigation against boards or individuals that is related to defamation, slander, name-clearing, or other similar matters. Furthermore, the Plan shall not be used by members in the pursuit of unemployment benefits or workers' compensation benefits.
- C. Assignment of Legal Counsel—The Association will designate the legal counsel who may provide legal assistance to the member under the terms of this Policy who are providing services under Section (II)(B)(1-3). Members do not have the right to make demand or request a specific attorney. Members who wish to work only with their desired legal counsel may do so, but such services are not covered under this Plan.

Members who are seeking reimbursement for legal defense costs incurred under Section (II)(B)(4) of this Plan may use legal counsel of their choice. The Association will not require the use of a particular attorney nor will the Association recommend legal counsel for criminal matters.

III. OASSA Advocacy

- A. Advocacy assistance is available to the Professional Member under this Plan from the Association staff, and an Association-appointed attorney on a matter or matters that the OASSA Board of Directors determines is likely to have a direct impact not only on the member, but on all or a majority of secondary school administrators throughout the State of Ohio.

IV. Terms of Payment

- A. Legal representation under Section I or Section II above shall be either provided directly by the Association or funded by the Association up to a maximum of two thousand two hundred dollars (\$2,200.00). The Association will make financial payments for the benefit of the Association member in the following manner:
 - 1. Payment will be made directly to an Association-assigned attorney following an invoice for services provided to the member on matters related to Sections (I), (II)(B)(1-3), or (III).
 - 2. Payment will be made in the form of reimbursement to the member on matters related to Section (II)(B)(4) above only upon written confirmation of the conclusion of the case if the member is adjudicated not guilty on all charges or all charges against the member are dismissed.
- B. Legal representation under Section III above may be provided directly by the Association or funded by the Association up to an amount determined by the Board of Directors. This amount is at the sole discretion of the Board of Directors and will be based on all relevant factors including but not limited to the Association's financial ability to fund such representation and the gravity of the impact that such representation may have on Association membership and Ohio secondary school administrators in general. The Board of Directors' deliberations regarding the amount of funding available under this Section shall remain confidential.
- C. The financial benefits afforded members under this Plan are a once in a career benefit, regardless of the years of membership or employment status. Once a member has exhausted the benefits available to him or her under this Plan, the member is not entitled to further financial benefits, absent extraordinary circumstances, as determined solely by the Executive Director.

- D. Financial benefits under this Plan shall not create any expectation of continued representation by Association-appointed legal counsel beyond the protections afforded under this Plan. Continued representation of the member beyond this Plan is at the sole discretion of the member and legal counsel.

V. Subrogation and Reimbursement

- A. Should a member be charged criminally for any act or failure to act that is related to action or inaction the member received assistance under this Plan for, the Association may seek reimbursement for all funds paid on behalf of the member under this Plan. After reimbursement, if all criminal charge(s) are dropped or the member is found not guilty of all charges, the member may seek reimbursement pursuant to the terms of this Plan.
- B. The member shall subrogate the Legal Protection 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 Plan.
- C. The member shall reimburse the Association for all amounts the Association spends on the member's behalf which exceeds the amount that the Association agrees to pay under the terms of this Plan.

VI. Reconsideration

- A. No member has a vested right to benefits under the Plan. If any member feels he or she has been wrongly denied financial assistance from the Plan, the member's sole may request reconsideration of the decision of the Executive Director or his/her designee. That reconsideration may be submitted in writing to be considered by the OASSA Board of Directors at its next regular meeting. The decision of the OASSA Board of Directors is final.

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