

RESOLUTION NO. 34-2021

Introduced by Christine Crawford

A RESOLUTION AUTHORIZING JUDGE WILLIAM STEUK TO SUBMIT A GRANT APPLICATION, ACCEPT THE GRANT AWARD AND ENTER INTO AN AGREEMENT WITH THE SUPREME COURT OF OHIO FOR A TECHNOLOGY GRANT FUND AWARD OF SEVENTY-TWO THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 85/100 DOLLARS (\$72,687.85) TO UPGRADE THE HURON MUNICIPAL COURT'S CURRENT CASE MANAGEMENT SYSTEM.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That Judge William Steuk is hereby authorized to submit a grant application, accept the grant award enter into an agreement with the Supreme Court of Ohio for a grant to upgrade the Huron Municipal Court's current case management system in the amount of Seventy-Two Thousand Six Hundred Eighty-Seven and 85/100 Dollars (\$72,687.85), which agreement shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22

SECTION 3. That this Resolution shall be in full force and effect immediately upon its adoption.


Monty Tapp, Vice-Mayor

ATTEST: 
Clerk of Council

ADOPTED: 25 MAY 2021

The Supreme Court of Ohio

65 SOUTH FRONT STREET, COLUMBUS, OH 43215-3431

CHIEF JUSTICE
MAUREEN O'CONNOR

CHIEF JUSTICE
MAUREEN O'CONNOR

JUSTICES
SHARON L. KENNEDY
PATRICK F. FISCHER
R. PATRICK DEWINE
MICHAEL P. DONNELLY
MELODY J. STEWART
JENNIFER BRUNNER

TELEPHONE 614.387.9060
FACSIMILE 614.387.9069
supremecourt.ohio.gov

May 18, 2021

Judge William Steuk
Huron Municipal Court
417 Main Street
Huron, Ohio 44839

Dear Judge Steuk:

Congratulations! On behalf of the Supreme Court of Ohio, we are pleased to offer a Technology Grant Fund award in the amount of \$72,687.85 to the Huron Municipal Court, grant application #942.

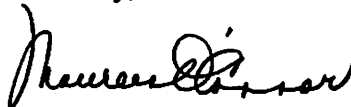
Funds for this grant are made available under the Ohio Courts Technology Initiative established to facilitate the exchange of information and warehousing of data by and between Ohio courts and other justice system partners, to deliver technology goods and services to courts, operate the Commission on Technology and the Courts, and to aid in the orderly adoption and comprehensive use of technology in Ohio courts.

To accept this award, please read, sign, and return the attached Technology Grant Fund Award agreement by email to techgrant@sc.ohio.gov, within two weeks from receipt of this letter. Funds will be distributed following the receipt of the fully executed agreement.

If your court declines to accept the grant award, immediately notify the Supreme Court of Ohio in writing at the same email address.

Once again, congratulations. We look forward to learning about the impact this grant has on the court and the people you serve. Questions regarding the agreement should be directed to Linda Flickinger, Grant Administrator, at techgrant@sc.ohio.gov or 614.387.9522.

Sincerely,



Maureen O'Connor, Chief Justice

The Supreme Court of Ohio

GRANT AWARD AGREEMENT

By this Grant Award Agreement (“Agreement”), entered into by and between the Supreme Court of Ohio (“Court”) and Huron Municipal Court (“Recipient”), both parties agree as follows:

Section 1: Purpose

The purpose of this Agreement is to set out the parties’ duties and responsibilities for the Technology Grant Fund Project (“Project”). The Project shall be implemented pursuant to Recipient’s application number 942 (“Application”), in response to the *2021 Technology Grant Fund Opportunity/Request for Grant Applications* (“Request”). A copy of the Application and Request are attached at Appendices A and B and are incorporated as though fully rewritten herein, but only to the extent they do not conflict with the terms of this Agreement.

Section 2: Responsibilities of the Court

The Court shall pay Recipient \$72,687.85 to complete the Project pursuant to the terms and conditions of this Agreement. The Court will issue payment within thirty days after the Agreement’s effective date.

Section 3: Responsibilities of Recipient

A. Recipient shall implement and maintain the Project pursuant to the terms and conditions of this Agreement.

B. Recipient shall confirm purchases made with Project grant funds by providing proof of final payment to the Court no later than June 30, 2022, or 30 days after receipt of funds, whichever occurs later. Recipient agrees to provide photographs of the Project if requested by the Court.

C. Recipient shall ensure that all equipment, software, or materials purchased for the Project are and remain Recipient’s property unless the Court is notified and gives express written consent to the sale, donation, or other disposal of the equipment, software, or materials. The Court maintains a right of first refusal. If the Court owns any equipment, software, or materials purchased for the Project, the Court will transfer ownership of it to Recipient at the conclusion of the grant.

D. Recipient shall maintain adequate supporting records that are consistent with generally accepted accounting practices and Recipient’s purchasing policies and practices.

E. Recipient shall provide the Court with an audit report conducted in accordance with generally-accepted accounting practices. The audit report shall be provided within six months following the close of Recipient’s fiscal year during the term of this Agreement. If an audit report is not available for Recipient through its local governing authority, the Court may require the audit

be completed by a certified public accountant, the costs of which may not be charged to the grant. A copy of the Court's Guidelines for Audit of Grant Award Funds is attached at Appendix C.

F. Recipient shall allow the Court and its authorized representatives access to all records kept pursuant to this Project for the purpose of any audit and examination relative to this Agreement.

G. The Court reserves the right to request the reimbursement of all distributed Project grant funds if Recipient fails to comply with this Agreement.

Section 4: Use of Grant Funds

A. Recipient agrees that there shall be no substantial variance from its use of grant funds as submitted in its Application and approved by the Court without the Court's prior written approval.

B. Project grant funds shall be expended only for one-time costs, with any resulting maintenance or ongoing support costs being Recipient's responsibility.

C. Recipient agrees to notify the Court if Recipient encounters difficulties in the performance of or is unable to proceed with the grant activities. Under these conditions, the Court may terminate the grant and require the return of unexpended funds.

D. Recipient agrees that any grant funds not spent or committed for the grant activities shall be returned to the Court within 60 days of this Agreement's expiration.

E. Project grant funds shall not be expended to support any political campaign; attempt to affect the political opinion of the general public or any segment thereof; or to communicate with any member or employee of Recipient who may participate in the formulation of legislation, other than through making available the results of nonpartisan analysis, study, and research.

F. Recipient agrees that grant funds shall not be comingled with other funds and any interest earned on grant funds shall be accounted for separately.

Section 5: Payment Process

A. The Court will distribute Project grant funds to Recipient in advance and on a one-time basis. The funds shall be used to purchase items as quoted in the Application.

B. Project grant funds shall not be made for an expense unless it is specified in this Agreement or has been approved in advance by the Court.

C. Project grant funds shall be disbursed following receipt of the executed Agreement.

Section 6: Copyright and Rights to Use

The Court and any person, agency, or instrumentality assisting in the work performed under this Agreement shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted report, data, or material and any other copyrighted material incorporated therein. No report, document, or other material produced, in whole or in part, with the grant funds shall be subject to copyright in the United States or any other country. Recipient shall relinquish any and all copyrights and privileges to the evaluation model, data collection process, and data developed under this Agreement, and any other copyrighted material incorporated therein.

Section 7: Public Records

Recipient understands this Agreement and all documents contained in or incorporated into it are presumed to be public records. The Court is required to allow the public to inspect and obtain copies of public records in accordance with Rules 44 through 47 of the Ohio Rules of Superintendence.

Section 8: Effective Date, Default, and Termination

A. This Agreement shall be effective from the date of the last signature below through May 31, 2022.

B. Except as provided in Section 9 of this Agreement, Recipient defaults under this Agreement if (1) Recipient fails to timely perform or observe any of its obligations under this Agreement, or (2) Recipient withdraws from the Project and does not remedy the failure or withdrawal within five business days of the Court's written notice of default.

C. Except as provided in Section 9 of this Agreement, if the Court terminates this Agreement, the Court shall be responsible for reimbursing Recipient for all expenses incurred by Recipient prior to the date on which Recipient receives written notice of termination. Such written notice of termination may be sent by email.

Section 9: Force Majeure

A. As used in this section, "force majeure" means acts of God, such as lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather or natural calamity; epidemics, pandemics, restraint of government and people, explosions, war, strikes, and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care and that is beyond the reasonable control of the party.

B. If either party is delayed in or prevented from performing or observing any of its obligations under this Agreement, other than a payment obligation, because of force majeure, the following shall apply:

1. If delayed, the time for performance or observance of the obligation shall be extended for a period equal to the time lost because of the force majeure event;

2. If prevented, the party shall be excused from performing or observing the obligation, to the extent the party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event.

C. A party that is delayed in or prevented from performing or observing any of its obligations under this Agreement because of force majeure shall provide the other party with prompt written notice.

Section 10: Change or Modification

A. This Agreement and all materials incorporated by reference herein constitute the parties' understanding. Where there is a conflict between the terms of this Agreement and the incorporated documents, this Agreement shall control.

B. Any changes or modifications to the Agreement that might affect the Project as originally proposed shall be submitted to the Court, in writing, for prior approval. Proposed changes shall be reviewed under the same considerations, policies, and goals as the original Request. All changes and modifications shall be in writing, signed by the parties, and appended to this Agreement.

Section 11: Construction

This Agreement shall be construed and interpreted and the parties' rights determined in accordance with the laws of the State of Ohio.

Section 12: Forum and Venue

All actions arising out of this Agreement shall be instituted in a court of competent subject-matter jurisdiction in Franklin County, Ohio.

Section 13: Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 14: Responsibility for Claims

A. Recipient agrees to be responsible for any injury or damage occurring during performance of activities under this Agreement to the extent such injury or damage is caused by Recipient's negligence or willful misconduct.

B. Neither the Court nor Recipient shall be responsible for injury or damage caused by third parties. By operation of Ohio law, the Court and Recipient cannot and therefore do not indemnify the other party in any way.

Section 15: Certification of Funds

The Court represents that it has adequate funding available to reimburse Recipient under this Agreement. However, the Court may terminate this Agreement if its appropriations or other revenues are reduced or, if applicable, the grant funds used to support this Project are reduced or terminated. The Court has made no promises of funding to Recipient except for the amount specified by this Agreement, and the award of this grant does not constitute a promise of future funding to Recipient.

Section 16: Dispute Resolution

The parties recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the parties agree that any controversy or dispute arising out of or relating to this Agreement, or any breach of this Agreement, they shall attempt in good faith to settle the dispute expeditiously through mediation within thirty days. The parties shall attempt to mutually agree to the mediator.

Section 17: Applicable Court Policies

In the work performed under this Agreement, Recipient agrees to comply with the Court's policies on Equal Employment Opportunity (Adm. P. 5), Alcohol and Drug Free Workplace (Adm. P. 22(A) to (C)), Weapons and Violence-Free Workplace (Adm. P. 23), and Discrimination and Sexual Harassment (Adm. P. 24(A)). Copies are attached at Appendix D.

Section 18: Assignment

Recipient may not assign any rights, duties, or obligations described in this Agreement without the Court's written approval.

Section 19: Copies of Agreement

This Agreement may be executed by electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 20: Contacts

The Court's contact with regard to this Agreement is:

Linda Flickinger, Grant Administrator
The Supreme Court of Ohio
65 South Front Street
Columbus, Ohio 43215
614.387.9522
Linda.Flickinger@sc.ohio.gov

The Recipient's contact with regard to this Agreement is:

Julie Ortega, Clerk of Court
Huron Municipal Court
417 Main Street
Huron, Ohio 44839
419.433.0543
jortega@cityofhuron.org

The parties have executed this Agreement as of the date(s) noted below.

THE SUPREME COURT OF OHIO

Huron Municipal Court



05.18.21

Stephanie E. Hess, Esq. Date
Interim Administrative Director

William Steuk Date
Administrative Judge

APPENDIX A

Recipient Application

Supreme Court of Ohio

FY21 Technology Grant Application

Name: **Huron Municipal Court**

Amount: **\$72,687.85** Application **#942**

Start Date: **7/1/2021** Stop Date: **12/31/2021**

Project Type: **New or major upgrade to a CMS.**

Objective Statement

INCREASED EFFICIENCY: This CMS upgrade allows for critical upgrades to our current system by implementing MergePro 2021 Paper-on Demand/Automatic Imaging capabilities, utilizing software to streamline workflow management to reduce manual efforts. Prior equipment and software upgrades have been implemented using local technology funds. We are a small court, and therefore generate small revenue streams. Our computer fund currently holds a balance of \$101,002 as of 1/1/21, which is not a sufficient amount to pay for this upgrade, and have enough to cover everyday computer expenses and annual maintenance fees. Having the latest in technology would allow for enhanced efficiency that would result in more timely and effective case resolution by allowing courts to keep on top of their caseloads while helping to avoid or resolve case backlogs.

ACCESS TO JUSTICE/INFORMATION: The process of the administration of justice can often be intimidating and dissuade citizens from seeking relief. Increased court information online can enable case information to be shared without the limitations of movement of paper files. Automatic imaging of case files, motions and Judgment Entries allows for increased and more accessible access to pertinent data, allowing attorney and litigants to focus on their cases instead of logistical challenges. Delays in filings and court actions will be greatly reduced; electronic information exchange will allow for efficient decisions. This technology allows for improved services, assistance and information to self-represented litigants to provide better access to information and/or services of the court.

TRANSPARENCY/PUBLIC TRUST: Increased data is a vital tool for creating a public window into the administration of justice; strengthening trust and confidence in courts through transparency, accountability and reliable information. This improved efficiency and documented administration of justice, will contribute to improved public confidence in court

Value Statement

PROVIDING SUPERIOR CUSTOMER CARE: The implementation of this enhanced technology would improve customer service to the public and entities involved with the court. The general public has often voiced frustration because they do not have access to a fax machine, nor do they wish to wait for information to be mailed to them, creating delays in the dissemination of information. However, most have access to a personal computer, allowing them to utilize this new technology. This enhanced technology provides the information, resources and technology needed to provide a consistent level of core services, allowing court staff to serve and perform at the highest professional level.

BETTER ADMINISTRATION OF JUSTICE: The court would see a significant improvement with case flow, especially in civil cases where the clearance rate is significantly lower than in criminal/traffic cases. The enhanced electronic access to disclosable court records will improve data sharing with justice system partners, the general public, media and the legal community, allowing for more appropriate and consistent sanctions and sentencing. Attorneys who practice in other courts see the effects of this technology and praise the technology, and often encourage this court to take the necessary steps to have these capabilities. Automation provides enhanced record keeping and compliance, which, in turn, leads to timely statistics, providing for improved decision making for the court.

Supreme Court of Ohio

FY21 Technology Grant Application

Implementation Plan

Timeline: If awarded the grant for our enhanced case management system, the court would comply with all terms, as outlined in the Supreme Court solicitation. The court would implement the following tentative project timeline:

1. Immediately approve the quote from the vendor and coordinate the delivery and installation of new hardware and software. Through coordination with the current docket, it is anticipated that this would be scheduled and completed by July 31, 2021.
2. Update Local rules by the end of June and submit to Supreme Court as required.
3. Staff Training: will be scheduled with the vendor, in conjunction with installation
4. Replace old server by July 31, 2021
5. Promote the site and aim to increase traffic to the site by 20% in 6 months
6. Offer continuous training to staff, as needed, for the enhanced technology features
7. Increase communications with the public, litigants, legal community, justice system partners and the media, to educate and inform them of the enhanced technologies that will be beneficial for their respective use(s).

HENSCHEN and ASSOCIATES, INC.

Government Software Specialists

432 West Gypsy Lane Road
Bowling Green, Ohio 43402
Telephone: (419) 352-5454
Fax: (419) 352-5557

Bud L. Henschen, President

February 11, 2021

Huron Municipal Court
417 Main Street
Huron, OH 44839

Dear Julie,

The following proposal is for items you requested.

Municipal Court Upgrade to Current Version

Upgrade to the 2021 Municipal Court Information System and Data Conversion.	\$6,995.00
MergePro Basic (forms)	\$2,500.00
Civil Migration to Civil 2 *	\$2,520.00
Trusteeship Migration to Trusteeship 2 * (2 cases archive/re-enter)	
Local Modifications (8 hrs.)	\$840.00
On-Site hardware setup, & travel	\$1,105.00
Installation, Modification and Training (5 days)	\$5,515.00
Upgrade to 2021 Municipal Court Information System Sub-Total	\$19,475.00
MCIS version Discount (2005)	\$0.00
2021 MCIS Upgrade Total	\$19,475.00

* With the 2019 and newer versions of our CMS you will be required to make the migrations listed above. You may also want to consider merging Small Claims into Civil at this time. It is our understanding that Civil and Small Claims cases should be numbered consecutively. It is our recommendation that you begin entering Small Claims cases in Civil at the first of the year.

Please refer any questions you have regarding these migrations to Patrick Henschen.

MergePro 2021 Paper-on-Demand/Automatic Imaging

MergePro 2021 Paper-on-Demand is the process of turning a MergePro Word/Word Perfect Document into an image without having to print and then scan the form.

Electronic Signatures are required at this point. The image of the form is automatically attached to a docket entry during the form printing process.

Municipal/County Court MergePro Scanning includes Traffic, Criminal, Civil, Small Claim, Rental Escrow, Trusteeships, and the Probation file.

Includes: Imaging Module, Images on-line (if you have record search), Redaction.

MergePro 2021 Paper-on-Demand/Automatic Imaging	\$15,000.00
(2,501-5,000 cases per year) ~ subject to annual fee	\$1,250.00
Image Compression Server	\$4,945.00
MergePro Digital Signatures Module	\$500.00
Fujitsu fi-7160 Scanners (3 @ \$902.00 ea.)	\$2,706.00
Signature Pads (USB) (2)	\$550.00
On-Site Software Configuration & Training (2 days)	\$2,205.00
On-Site Hardware Configuration & Training (1 day)	\$1,105.00
MergePro Paper-on-Demand 2021 Sub-Total	\$28,261.00

Application & Web Servers

HP ML350 G10 Tower

Intel Xeon 4210 Silver, 16 GB RAM, five, 1.8TB SAS SFF HPD, Redundant Power and Fans, Storage Controller, LTO 6 Ultrium 6250 Tape Drives, 8 LTO6 Data Cartridges, 1 Cleaning Tape, 5 years 24x7 warranty w/ Defective Media Retention.

Application Server Sub-Total	\$12,844.00
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Application Server Software

RedHat Linux (3 Year Subscription)	\$995.00
fP 5.8 Upgrade to 6.0 and Cross Platform	\$200.00
fP Annual Subscription (required)	\$851.50
GI Upgrade to 6.0	\$2,012.00
BackupEDGE w/ Encryption and 5 Year Support Subscription	\$1,190.00
Application Server Software Sub-Total	\$5,248.50

Web Server Software

Data copied each evening

RedHat Linux (3 Year Subscription)	\$995.00
fP 5.8 Upgrade to 6.0	\$0.00
fP 6.0 (Annual Subscription) (Required)	\$194.35
Web Server Software Sub-Total	\$1,189.35

Installation/Configuration

Application Server Configuration/Installation	\$3,150.00
Web Server Configuration	\$1,680.00
Cross Platform Programming	\$840.00

Installation/Configuration Sub-Total	\$5,670.00
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Application Server Total	\$24,951.85
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Proposal Total	\$72,687.85
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APPROVED _____

Quote # 0222105709

Henschen & Associates, Inc. will guarantee this price quote for a period of 10 days from the date issued, provided the hardware listed is still available from the manufacturer. We understand the limits placed on government agencies with respect to allocating funds. However, there are times when we are forced to replace quoted equipment due to the manufacturer. We will do our best to provide another product within the same price range when possible.

In addition, we may provide you with a quote and later determine that, due to your current configuration, additional items or time will be necessary. We make every effort to assure that this does not happen, but on occasion it may. You will be notified as soon as we discover the problem to discuss your options.

On proposals where we have include phrasing like "estimate; bill actual, billed from service" or on larger quotes where we are including multiple items that have separate support/training times listed for each item, we will be creating a service balance and, upon completion of the project, apply the remainder to your existing service agreement.


We are the IT department for many of our Court installations and, as such, we handle most if not all of the court IT needs. If your Court receives support and/or assistance from the Local IT in your jurisdiction, please have them contact us regarding any changes they have made to the system that might impact this project.

We have developed various features that involve the internet, email and web based technology in general. We have made sure that these features work properly and efficiently in our environment where we control everything, including the desktop PC, application server, web server, email server, firewall and network infrastructure. If the requested feature does not work correctly in your court and we determine that it is a local issue, we will need your assistance in helping your IT department make the necessary changes so the feature works as designed. This includes some items that require a static public IP address with access to ports 80 and 443 to function properly.

Some of the products and services that we offer require information and/or materials that must be provided by the Customer in order for us to complete the installation. In order to complete the project in a timely manner, any information and/or materials we request from the Customer regarding items on this quote must be received within 60 days after us requesting it. If said information and/or materials are not received within that time frame, this project may be closed and invoiced. The time used to date in the project will be billed and the remaining hours will be billed and added to your service balance.

If you have any questions, please feel free to contact me. If you want to proceed, please sign and initial where indicated and fax or email this quote back to our office. Thank you for contacting Henschen & Associates, Inc. We look forward to helping you meet your computerization goals.

Respectfully,

A handwritten signature in cursive script that reads "David L. Hunter".

David L. Hunter
Henschen & Associates, Inc.

e-Court Pricing Table

Updated August 1, 2016

There is a separate contract that covers these modules

MergePro Scanning w/ Automatic Imaging (Paper-on-Demand)

Case Load	Range	Purchase Price	Cost/case	Annual Fee
1	2,500	\$10,000.00	\$0.25	\$625.00
2,501	5,000	\$15,000.00	\$0.25	\$1,250.00
5,001	10,000	\$20,000.00	\$0.25	\$2,500.00
10,001	15,000	\$25,000.00	\$0.25	\$3,750.00
15,001	20,000	\$30,000.00	\$0.25	\$5,000.00
20,001	25,000	\$35,000.00	\$0.25	\$6,250.00
25,001	30,000	\$40,000.00	\$0.25	\$7,500.00

MergePro Paperless (Workflows) with e-Filing

Case Load	Range	Purchase Price	Cost /case	Annual Fee
1	2,500	\$0.00	\$0.25	\$625.00
2,501	5,000	\$0.00	\$0.25	\$1,250.00
5,001	10,000	\$0.00	\$0.25	\$2,500.00
10,001	15,000	\$0.00	\$0.25	\$3,750.00
15,001	20,000	\$0.00	\$0.25	\$5,000.00
20,001	25,000	\$0.00	\$0.25	\$6,250.00
25,001	30,000	\$0.00	\$0.25	\$7,500.00

APPENDIX B

The Court's Solicitation

The Supreme Court of Ohio

TECHNOLOGY GRANT FUND OPPORTUNITY REQUEST FOR GRANT APPLICATIONS

Section 1: Overview

The Supreme Court of Ohio is requesting grant applications for the continuation of the Technology Grant Fund. This fund supports local Ohio courts by providing financial resources to aid in the implementation of technology-based projects. The Court will consider grant awards to applicants who complete a grant application.

Section 2: Requirements of Grant Applications

The current grant cycle will fund new or improvement technology and security projects for courts throughout Ohio. The Technology Grant Funds will be used to address a variety of projects where the lack of sufficient technology is a barrier to the efficient, effective, or safe administration of justice.

Section 3: Period of Grant

The project period will be for twelve months beginning on or about June 1, 2021, and ending on or about May 31, 2022.

Section 4: Eligibility

Applicants must meet each of the following eligibility requirements:

- Be a court of appeals, common pleas court (or any division therein), municipal court, or county court in Ohio. Mayor's courts are not eligible applicants.
- Be authorized by an appropriate authority to submit an application;
- Be current on all governmental filings;
- Be in good standing with the State of Ohio, including no pending lawsuits, past actions, or findings;

Section 5: Grant Applications and Priority Consideration

Eligible courts must complete the online application located at: <http://sc.ohio.gov/grants>. Courts are eligible to submit one application containing up to two project proposals for funding consideration.

Funding priority will be given to projects with the highest scores in three priority categories: Applicant Priority in Subsection (A), Project Type Priority in Subsection (B) and Impact Priority in Subsection (C). Impact Priority scores will be based on the questions located in Section 6: Evaluation Criteria. Applications will be scored and weighted. All scores will then be aggregated into a final score. Applicants will be ranked by final score to establish a funding priority list.

The criteria set forth in Subsection (B) are listed in order of priority – (1) being the highest priority for funding, and (6) being the lowest. Funding is set aside for security-related projects. Security is listed as (7) but security-related projects will be scored separately from (1) through (6).

(A) Applicant Priority considerations:

- Applicant court is located within an area deemed to be high need due to poverty level, fiscal emergency, or economic distress;
- Applicant court has not previously been awarded grant funding during the 2015 through 2020 grant cycles. The dollar amount of a previous award may be a factor considered dependent upon available funding and applications received. Awards to courts from the 2020 Remote Technology Grant opportunity will not be used to validate this priority consideration.

(B) Project Type Priority considerations:

- (1) New or major upgrade to a Case Management System (CMS) that improves case flow and/or public access;
- (2) Update to Case Management Systems and/or additional modules (i.e., paperless, e-filing, next level software upgrade, adding of data collection fields, development of standard reports such as CourTools measures, etc.) that improves case flow or the fundamental duties of the court, or that improve public access;
- (3) Systems or applications OTHER THAN CMSs that support the continued use of remote technology even after the end of the COVID-19 pandemic.
- (4) Systems or applications OTHER THAN CMSs (e.g., BCI/NICS reporting, digital recording, assisted listening or interpretation systems, imaging, kiosks, etc.) that support court processes;
- (5) Upgrade, replacement, or purchase of technology systems that support pretrial services including risk assessment and digital notification systems that may include email and text notification to reduce failures to appear;
- (6) All other computer hardware, software or equipment (non-security related).

A portion of the available funds will be set aside to fund this separate ***Project Type Priority***:

- (7) Courtroom or related building security equipment upgrades and/or new installations.

To the extent requests exceed funding, the Court reserves the right to limit award amounts by category or application to maximize the impact of the limited funds available.

Required Attachments

A quotation from the vendor(s) for costs associated with each project proposal must be attached to the application at the time of submission. Quotes must be detailed with a breakdown of expenses in order to assess reasonableness of costs. The required format for this quote is a PDF.

Security-focused applications must attach a letter from the appropriate entity (e.g. law enforcement, funding authority) to support the installation and use of equipment for its intended purpose. This may include, but not limited to, the need for additional staff to monitor security cameras or magnetometers, permission to install equipment in buildings, etc. If support is not required, applicants must attach a letter from the administrative judge verifying that no support is required from law enforcement or the funding authority. The required format for submitting a letter is a PDF.

(C) Impact Priority considerations:

- (1) *Project Objective*: statement explaining the project's overall objective and measurable outcomes.
- (2) *Project Value*: statement explaining the project's impact and value to the court, community, and justice partners.
- (3) *Implementation Plan*: statement detailing the implementation plan. Information may include responsibility assignments, a timeline, identified source of funding for long-term maintenance of equipment, source of funds for additional staff, etc.

Applicants will have up to 300 words (or 2,000 characters and spaces) to respond to each of the three (3) Impact Priority considerations. Applicant courts should consider the Evaluation Criteria in Section 6 for a technology-focused project or a security-focused project when developing a response to each Impact Priority consideration.

Section 6: Evaluation Criteria

The Court will seek a sufficient number of volunteer, peer reviewers from local Ohio courts to evaluate and score grant applications using the following criteria:

To what extent does the *technology-focused project*:

- (1) Improve operational efficiencies by promoting collaboration or reducing overall case flow cost?
- (2) Improve access to justice or positively impact the administration of justice?
- (3) Increase court transparency?
- (4) Improve current service to the public or provide new services to the public?
- (5) Impact a large portion of the court's overall case volume?
- (6) Demonstrate a well-designed implementation plan by the applicant and vendor?
- (7) Account for applicant support including staff training, maintenance and/or staffing of new equipment?
- (8) Demonstrate the ability to complete the project within the stated timeline?

To what extent does the *security-focused project*:

- (1) Improve the safety of the public and/or court staff?
- (2) Impact the safety of the court and/or public compared to the amount of funding requested?
- (3) Utilize best practices in security protocols and/or equipment?
- (4) Demonstrate a well-designed implementation plan by the applicant and/or vendor?
- (5) Demonstrate the ability to support installation and use of equipment for its intended purpose and ongoing staffing and training (e.g. letter from appropriate entity, staffing commitment to monitor security cameras or magnetometers, etc.)?
- (6) Demonstrate the ability to complete the project within the stated timeline?

Each project submission will be scored by a review committee. Applications will then be ranked using a combination of the Applicant Priority, Project Type and Impact Priority weighted scores. Projects with the highest-ranking combined score will be recommended for grant funding.

Funds will be awarded to projects until available funds are exhausted. Funding may be exhausted from highly scored applications in any level of priority category depending on the applications received.

Section 7: Reporting Requirements

(A) General

Following procurement, installation, and implementation of the purchase or upgrade, the receiving court must provide written notification of completion and documentation of paid expenses to the Court. All projects must be operational and in active use within 12 months after the grant agreement is executed. Courts will provide documentation of the expenditure of all funds awarded or return remaining funds within 30 days of the end of the contract or project completion, whichever comes first.

(B) Failure to comply

Failure to comply with reporting requirements or other aspects of the grant agreement, could result in the termination of the award and reimbursement of grant funds to the Court.

Section 8: Payment of Grant

Successful applicants will receive payment one time within thirty days following receipt of a fully executed Grant Award Agreement.

Section 9: Terms and Conditions

(A) Rights of the Court

The Court reserves the right to refuse to fund applicants, propose different funding amounts in appropriate circumstances, and decline to fund any applicants should the Court not find any proposals acceptable.

Furthermore, the Court reserves the right to terminate a grant agreement and recoup any funds misspent by an applicant or are not spent effectively to complete the applicant's proposal. The Court may conduct site visits to observe and evaluate grant programs.

The Court reserves the right to audit any recipient to ensure compliance with the terms set forth in the application or grant agreement.

(B) Requirements of successful applicants

Successful applicants will be required to do the following, as applicable:

- Utilize program funds to implement the project as proposed;
- Meet all stated objectives of the grant award;
- Execute a Grant Award Agreement with the Court. A sample Grant Award Agreement is available as Appendix A;
- Provide confirmation of the execution of a contract for services or confirmation of the purchase of all hardware, software, or goods made with grant funds to the Court within 30 days after receipt of grant funds, if requested;
- Provide confirmation of project completion, installation, operation, and active use within 12 months after the grant agreement is executed;
- Provide to the Court, upon request, any activity and financial reports related to the project;
- Utilize funds to address one-time costs only. Ongoing support costs or any resulting maintenance costs of a funded project is the responsibility of the receiving court;
- Utilize funds for authorized purposes only (*e.g. funds may not be used to purchase tablets, cellular phones, or other mobile devices*);
- Notify the Court in writing immediately of a decision to decline the grant award.

(D) Promotional materials and news releases

Successful applicants may be included in future outreach and promotional materials, as determined by the Court. Additionally, news releases and articles released throughout the program period by the Court may include informal updates about the program, as applicable.

Section 10: Submission of Grant Applications

All requests for funding must be received by the deadline through the online application as directed here: <http://supremecourt.ohio.gov/grants/default.asp>. Additional resources are available on the website to support the application process. Late applications will not be accepted.

Applications will be accepted between February 1, 2021 and until 5:00 p.m. on March 5, 2021. Funding notifications are anticipated in May, 2021.

Section 11: Contact Information

Questions regarding this request may be submitted to Linda Flickinger, Grant Administrator by email at techgrant@sc.ohio.gov or by phone at 614-387-9522.

A webinar will be held to review the application process and answer questions posed by participants. The webinar will be held twice as follows: Tuesday, February 9, 2021 at 11:00 am and on Thursday, February 11 at 1:00 pm. Information on accessing the webinars may be found here: <http://supremecourt.ohio.gov/grants/default.asp>.

If the Court determines it is necessary to provide additional information regarding this request, that information will be made available here: <http://supremecourt.ohio.gov/grants/default.asp>.

Section 12: Applicable Policies

Applicants seeking grants from the Supreme Court of Ohio are subject to the Court's policies on equal employment opportunity, discrimination and sexual harassment, and an alcohol and drug free workplace. The Court's policies are attached as Appendix A.

Section 13: Attachments

- Grant Award Agreement
- Guidelines for Audit of Grant Award Funds
- Equal Employment Opportunity Policy
- Discrimination and Sexual Harassment Policy
- Alcohol and Drug Free Workplace Policy

APPENDIX C

The Court's Guidelines for Audit of Grant Award Funds

GUIDELINES FOR AUDIT OF GRANT AWARD FUNDS

1. **Purpose:** These Guidelines are established to provide for the audit of organizations receiving General Revenue Funds through the Supreme Court of Ohio (“Court”) pursuant to grant award agreements. They are intended to identify the policies and practices an organization follows for determining the proper and effective use of public funds rather than to prescribe detailed procedures for the conduct of an audit.

2. **Authority.** These Guidelines are adopted pursuant to the Supreme Court’s authority as an independent branch of Ohio government and as the grantor of any grant award funds through General Revenue Funds allocated to the Court by the Ohio General Assembly. These Guidelines have not been adopted as rules pursuant to Article IV, Section 5 of the Ohio Constitution.

3. **Audit Objectives.** Recipients are subject to conditions of fiscal, project, and general administration responsibility. Accordingly, the objective of an audit is to review the recipient’s administration of such funds. The purpose of an audit of such include the following:

(a) **Internal controls.** An audit may determine whether the recipient has established an accounting system integrated with adequate internal fiscal and management controls to provide full accountability for revenues, expenditures, assets, and liabilities. This system should provide reasonable assurance that the recipient is managing Court financial assistance programs in compliance with applicable laws and regulations.

(b) **Documentation.** An audit may determine whether the recipient has provided full accountability by requiring complete documentation of expenditures. Timesheets, if applicable to the agreement, should be signed and indicate what work was performed. Invoices should include the vendor name, date, and amount of purchase, description of material or service provided, and signature of approving recipient authority. Descriptive receipts should be obtained for all expenditures. All documentation must be compiled in an orderly fashion so that a proper matching of expenses to the time period audited can be performed and a review of the accounting system can proceed in a timely manner.

(c) **Financial reports.** An audit may determine whether the recipient has prepared financial reports which are presented fairly, in accordance with generally accepted accounting principles, contain accurate and reliable financial data, and are presented in accordance with the terms of applicable agreements. The financial data must be actual data rather than budgeted data.

(d) **Expenditure of funds.** An audit may determine whether the recipient has expended funds in accordance with the terms of applicable agreements and those provisions of law or regulations that could have a material effect on the reporting of the grant funds expended.

4. **Audit Reporting Requirements.** Independent auditors should follow the requirements prescribed in OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations. Cost allowability guidelines can be found in OMB Circular A-87, State and Local

Units of Government. For purposes of the Court's audit requirements, an audit conducted in accordance with "Government Auditing Standards" (The Yellow Book) is acceptable.

(a) **Notice to management.** If an auditor becomes aware of illegal acts or other irregularities, prompt notice shall be given to recipient management officials above the level of involvement. The recipient, in turn, shall promptly notify the Court of the illegal acts or irregularities and of proposed actions to be taken.

(b) **Notice of law enforcement officials.** The Court has the right to inform law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction for violations committed by the recipient.

(c) **Charge of cost for audit.** Audit costs for audits not required by the recipient for purposes other than to meet the conditions of the agreement with the Court are not to be charged to the grant given by the Court.

5. Disallowance of Expenditures. Expenditures which are found to be non-allowable by the Court will be disallowed. The recipient will be required to submit a revised reporting of expenditures to the Court. The recipient will be responsible for accounting for the total project costs and, if unable to do so, will have to refund the disallowed amount to the Court if the Court pays for the cost directly.

6. Due Dates for Audit Reports. Audits are due to the Court no later than six months after the close of the recipient's fiscal year during the term of the grant award agreement.

7. Audit Compliance. The Court reserves the right to determine recipient compliance by a number of methods to include visiting the recipient, upon reasonable notice provided by the Court, to permit inspection of any records, documents, and books, and being able to make copies and take notes from such documents as deemed necessary.

8. Top Audit Findings. The top findings the Court considers in violation of the agreement are:

- Untimely reporting as required by the agreement;
- Lack of documentation;
- Lack of appropriate approval;
- Inaccurate reporting to include charging expenditures on a budgeted basis rather than actual basis;
- Commingling of funds;
- Excess cash on hand;

- Unallowable costs;
- Inappropriate changes to expenditures;
- Inadequate timesheet documentation, if applicable;
- Conflicts of interest.

9. Materiality. The Court recognizes that the cost of conducting an audit may outweigh the benefit of the grant when there is a small grant award agreement. Such consideration will be given when deciding whether to conduct an audit for a recipient who otherwise would not have a copy of its local government audit. If the Court believes the recipient has complied with all conditions of the agreement and there are no audit findings presumed to be in violation of the agreement, generally accepted accounting principles, or applicable laws, a special audit may not be required.

10. Failure to Comply. Failure to have audits performed as required by the Court or failure to respond timely to the Court's inquiries regarding audit findings may result in the Court withholding new grants and/or withholding grant funds.

11. Effective Date. These Guidelines for Audit of Grant Award Funds are adopted effective June 1, 2003.

APPENDIX D

The Court's EEO, Discrimination, Drug-free and Weapons-free Workplace Policies

Administrative Policy 5. Equal Employment Opportunity.

This policy is intended to establish consistent standards and expectations regarding the application of all applicable federal and state laws, rules, and regulations prohibiting discrimination in the workplace to every employee and applicant for a position of employment with the Supreme Court.

(A) Equal Employment Opportunity. The Court is committed to equal employment opportunity for all qualified individuals without regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran's status, or non-disqualifying disability and shall engage in employment practices and decisions, including recruitment, hiring, working conditions, compensation, training, promotions, transfers, retention of employment, and other terms, benefits, and privileges of employment that are based upon job-related criteria and qualifications.

(B) Equal Employment Opportunity Plan. The Administrative Director and the Director of Human Resources shall prepare and annually review an equal employment opportunity plan to assure the employment practices and decisions of the Court are consistent with the objectives and requirements of this policy.

(C) Distributions and Postings. Each position description created for a position of employment with the Court pursuant to Adm. P. 15 (Position Management), each position vacancy announcement circulated pursuant to Adm. P. 6 (Employment Process), all requests for proposals, and any other solicitations for employment with or to provide goods and services to the Court shall reference this policy and that the Court is an equal opportunity employer.

(D) Application of Policy. This policy applies to current employees and applicants for positions of employment with the Court.

Effective Date: July 1, 2003

Amended: September 1, 2007

Administrative Policy 24. Discrimination and Harassment.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the effects of discrimination and harassment.

(A) Prohibited Activity. No employee shall engage in or be subject to a prohibited discriminatory practice or harassment, including sexual harassment.

(1) Prohibited discriminatory practice. For the purpose of this policy, a “prohibited discriminatory practice” means a decision relating to either the recruitment, hiring, working conditions, compensation, training, promotion, transfer, or retention of employees or the selection of vendors to provide goods or services, when the decision is made with regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability.

(2) Harassment. For the purpose of this policy, “harassment” means conduct based on race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability that unreasonably interferes with a person’s work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications, when the conduct consists of one or more of the following:

- Using racially derogatory words, phrases, or epithets;
- Demonstrations of a racial or ethnic nature, such as a use of gestures, pictures, or drawings which would offend a particular racial or ethnic group;
- Comments about a person’s skin color or other racial or ethnic characteristics;
- Making disparaging remarks about a person’s gender that are not sexual in nature;
- Negative comments about a person’s religious beliefs or lack of religious beliefs;
- Expressing negative stereotypes regarding a person’s birthplace or ancestry;
- Negative comments regarding a person’s age when referring to a person 40 years of age or older;
- Derogatory or intimidating references to a person’s mental or physical impairment.

(3) Sexual harassment. For the purpose of this policy, “sexual harassment” means conduct based upon sex that unreasonably interferes with a person’s work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications and physical contact, when the conduct consists of one or more of the following:

- Making submission to a sexual advance or request for sexual favor an explicit or implicit term or condition of employment;
- Making submission to or rejection of a sexual advance or request for sexual favor a basis for employment decisions affecting the person to whom the harassment is directed;
- Making sexual innuendo, using sexually vulgar or explicit language, making sexually suggestive comments or sounds, telling jokes of a sexual nature, or making sexual propositions or threats;
- Displaying or disseminating sexually suggestive objects, books, magazines, computer software, internet websites, e-mail, graphic commentaries, photographs, cartoons, or pictures;
- Touching, pinching, leering, making obscene gestures, brushing against the body, or engaging in sexual intercourse or sexual assault;

(B) Reporting an incident. An employee who believes to have been subject to or observed any prohibited discriminatory practice or harassment by a Justice, other employee, Court appointee, person who conducts business with the Court, or visitor should report it immediately to any member of Senior Staff, the Director of Human Resources, the Administrative Director, or, if the subject of the prohibited discriminatory practice or harassment is an employee and the incident did not involve that employee’s immediate supervisor, to the employee’s immediate supervisor. Any of these persons to whom an incident is reported shall promptly notify the Director of Human Resources.

(C) Investigation and written report. Upon receiving a report of an alleged prohibited discriminatory practice or harassment involving an employee, Court appointee, person who conducts business with the Court, or visitor, the Director of Human Resources, or the director’s designee, shall immediately and thoroughly investigate the incident and prepare a written report. The report shall contain the findings of the investigator and, if the investigator believes a violation of paragraph (A) of this policy has occurred, a recommendation for corrective action or sanction pursuant to paragraph (F) of this policy. The report shall be provided to the parties involved.

If the alleged prohibited discriminatory practice or harassment involves a Justice, the Director of Human Resources shall notify the Administrative Director, who shall report the allegation to the Chief Justice for whatever action the Court considers appropriate.

(D) Determination of incident.

(1) Agreement of the parties. If the parties involved agree with the findings and recommended corrective action contained in the written report, the Director of Human Resources shall obtain the signature of each party on the report within five business days after it is provided to them. The Director of Human Resources shall promptly provide a copy of the signed report to the Administrative Director for review. Absent extraordinary circumstances demonstrated in the report, the Administrative Director shall approve its immediate implementation.

(2) Formal hearing. If any party involved does not agree with the findings or recommended corrective action contained in the written report or if the Administrative Director believes extraordinary circumstances are demonstrated in the report, within five business days after receiving the report the Administrative Director shall take appropriate action, including appointment of a hearing officer to conduct a formal hearing on the matter.

(E) Conflicts.

(1) Director of Human Resources. If a party or witness to an incident reported under this policy is the Director of Human Resources, the Administrative Director shall designate another member of the Court staff to perform the duties of the Director of Human Resources as required by this policy.

(2) Administrative Director. If a party or witness to an incident reported under this policy is the Administrative Director, the Chief Justice shall perform the duties of the Administrative Director as required by this policy.

(3) Chief Justice. If a party to an incident reported under this policy is the Chief Justice, the next most senior Justice shall perform the duties of the Chief Justice as required by this policy.

(F) Corrective Action. An employee who is found to have violated paragraph (A) of this policy shall be subject to appropriate corrective action as set forth in Adm. P. 21 (Corrective Actions).

(G) Confidentiality. The Court shall make every reasonable effort to protect the privacy of the parties in the process. Parties and witnesses shall maintain confidentiality with respect to a complaint or report. However, the Court cannot ensure that complaints or reports will be kept strictly confidential.

(H) Distribution of Policy. All requests for proposals and solicitations for employment and to provide goods or services shall reference this policy and the Court's prohibition against discrimination and harassment in the workplace.

Effective Date: July 1, 2003

Amended: September 1, 2007; April 1, 2009

Administrative Policy 22. Alcohol and Drug Free Workplace.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the influence of alcohol and drugs.

(A) Alcohol. The purchase, service, and use of alcohol involve health and safety issues for an employee, and liability risks and public perception concerns for the Court. The Court's policy on alcohol depends on the location and circumstances of an event and the work status of the employee.

(1) Location and circumstances. Generally, alcohol shall not be served or used at a Court sponsored event or at the workplace. In limited circumstances, the Court may allow the service and use of alcohol at a Court sponsored event, including an event at the workplace, but only if alcohol is provided by a properly licensed third party vendor and upon the prior approval of the Administrative Director.

(2) Purchase at Court expense prohibited. Alcohol shall not be purchased at Court expense, regardless of the location or circumstances involved.

(3) Employee on duty. An employee who is on duty shall not purchase, serve, or use alcohol, regardless of the location or circumstances involved.

(4) Employee off duty. An employee who is off duty shall not serve alcohol at a Court sponsored event, regardless of the location or circumstances of the event. An employee who is off duty may purchase and use alcohol at a Court sponsored event approved by the Administrative Director pursuant to paragraph (A)(1) of this policy, including an event at the workplace.

These prohibitions shall be read in conjunction with the requirements and guidance of OJC Reg. 14 (Alcohol; Intoxicating Liquor).

(B) Controlled Substances and Illegal Drugs. An employee shall not unlawfully manufacture, distribute, dispense, possess, or use a controlled substance or purchase, transfer, use, or possess any illegal drugs or prescription drugs that are illegal, either at the workplace or any other location. A controlled substance includes any drug listed in Section 812, Title 21 U.S. Code and federal regulations adopted pursuant to federal law. This prohibition shall be read in conjunction with the requirements and guidance of OJC Reg. 15 (Controlled Substances).

The Court shall notify any federal agency from which it has received a grant when an employee has been convicted of a violation of any state or federal criminal drug statute. The notice shall be provided within ten days after receiving notice from the employee of the conviction or after receiving other actual notice of the conviction.

(C) Alcohol and Drug Testing.

(1) Circumstances requiring testing. The Administrative Director, or the director's designee, upon the recommendation of the Director of Human Resources, or the director's

designee, and sufficient cause shown, may require an employee to undergo an alcohol or drug test under the following circumstances:

- When there is reasonable cause to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician;
- When the employee is involved in a significant incident in which the employee or another person has a reportable and recordable injury or in which documented property damage has occurred;
- Pursuant to the specifications and provisions of a counseling, employee assistance, or rehabilitative program to which the employee has been referred as a result of a previous corrective action pursuant to Adm. P. 21 (Corrective Actions).

(2) Refusal to submit to testing. An employee who refuses to consent or submit to an alcohol or drug test when required under this policy shall be subject to corrective action pursuant to Adm. P. 21 (Corrective Actions).

(3) Confidentiality. Confidentiality concerning alcohol or drug test results shall be maintained to the extent provided by law, and an employee shall have the opportunity to refute the results of any alcohol or drug test.

(D) Corrective Actions. An employee who is found to have violated this policy is subject to appropriate corrective action pursuant to Adm. P. 21 (Corrective Actions).

(E) Employee Assistance and Rehabilitation. If an employee is convicted of a violation of any state or federal statute proscribing the abuse of alcohol or the possession or sale of a controlled substance, or if an employee has a confirmed positive alcohol or drug test, the Court may require the employee to participate in and satisfactorily complete an alcohol or drug assistance or rehabilitation program as a prerequisite to continued employment or as part of a corrective action.

Effective Date: January 1, 2004

Amended: April 1, 2009

Administrative Policy 23. Weapons and Violence Free Workplace.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a safe and productive workplace at the Supreme Court that is free from the effects of weapons and violence.

(A) Weapons Prohibited. Except as provided in paragraph (B) of this policy, no employee, shall possess, carry, or store a weapon while on Court property or engaged in the course of the employee's employment or official responsibilities for the Court, unless specifically required to do so as a condition of the employee's work assignment.

This prohibition shall be read in conjunction with the requirements and guidance of OJC Reg. 11 (Weapons).

(B) Concealed Carry Permit. An employee who has been properly issued a permit to carry a concealed weapon pursuant to federal or state law is subject to the prohibition in paragraph (A) of this policy, unless the employee is otherwise allowed by this policy to carry a concealed weapon and first obtains written authorization from the Director of Court Security before seeking entry to Court property. Any employee who does not obtain such written authorization shall store the weapon in accordance with state law prior to entering Court property.

Any employee who violates state law regarding this policy is subject to having the matter referred to the appropriate law enforcement officials for criminal prosecution.

(C) Acts and Threats of Violence Prohibited. No employee shall engage in an act or make a threat of violence while on Court property, while engaged in the course of employment or official responsibilities for the Court, or when conducting business for the Court. Acts and threats of violence may include the following activities:

(1) Threats and intimidation. Engaging in threatening, intimidating, harassing, or coercive behavior that is sufficiently severe or offensive so as to alter the conditions of employment, or to create a hostile, abusive, or intimidating work environment for another person;

(2) Stalking. Willfully, maliciously, or repeatedly following or stalking another person;

(3) Communications. Making or sending a threatening, intimidating, harassing, or coercive statement, telephone call, letter, or other written or electronic communication to another person, with the intent to place that person in reasonable fear for the person's safety, or the safety of the person's family, friends, associates, or property;

(4) Physical contact. Intentionally engaging in physical contact with another person that would cause a reasonable person to believe the person is being assaulted;

(5) Damaging property. Intentionally damaging or defacing the personal property of another person or property owned, operated, or controlled by the Court.

(D) Domestic Violence. The Court is committed to creating and maintaining an environment that facilitates the needs of employees who are victims of domestic violence. The Court shall not discriminate against an employee in any employment actions because the employee is, or is perceived to be, a victim of domestic violence. The Administrative Director may issue guidelines establishing a workplace plan addressing domestic violence, including appropriate employee protection, assistance, and education measures.

(E) Notification of Protection or Restraining Order. An employee who obtains a protection or restraining order shall notify the Director of Human Resources, or the director's designee. Upon notification, the Director of Human Resources, or the director's designee, shall inform the appropriate Court personnel.

(F) Reporting Acts or Threats of Violence. An employee shall report any acts or threats of violence to the employee's Senior Staff supervisor or Court security.

(G) Corrective Action. An employee who is found to have violated this policy is subject to appropriate corrective action pursuant to Adm. P. 21 (Corrective Actions).

Effective Date: July 1, 2004

Amended: April 1, 2009