

The Supreme Court of Ohio

REQUEST FOR PROPOSALS

CLASSIFICATION AND COMPENSATION STUDY CONSULTING SERVICES

RFP No. 285

ISSUING OFFICE: OFFICE OF HUMAN RESOURCES

Date of Issuance: September 3, 2025

As defined herein, the Supreme Court of Ohio, Office of Human Resources, is seeking competitive proposals to identify an experienced Contractor to complete a classification and compensation study, which will increase the Court's ability to attract, motivate, and retain qualified employees while maintaining a competitive position in the market.

Response Due Date and Time:

October 7, 2025

NOTICE

R.C. 9.24 prohibits the Supreme Court from awarding a contract to any offeror against whom the Auditor of State has issued a finding for recovery if the finding for recovery is unresolved at the time of award. By submitting a proposal, an offeror warrants that it is not now, and will not become subject to an unresolved finding for recovery under R.C. 9.24, prior to the award of any contract arising out of this Request for Qualifications, without notifying the Supreme Court of such finding.

1. Overview:

The Supreme Court of Ohio, acting through the Chief Justice and the Justices of the Court, possesses constitutional and statutory authority to exercise general powers of superintendence over the courts of the state. This includes responsibility for providing leadership for the judicial branch of Ohio government. The administrative staff of the Supreme Court supports these efforts by performing numerous administrative functions, aligned through five divisions and eleven offices, which include approximately 36 job classifications and 251 current employees.

At this time, the Supreme Court of Ohio (“Court”) is seeking proposals from experienced consultants to complete a classification and compensation study, with the goal of increasing the Court’s ability to attract, motivate, and retain qualified employees, while maintaining a competitive position in the market. The successful Respondent shall have a minimum of five years of experience in completing the services as identified herein, including documented experience completing said services for public sector entities. This study shall focus solely on public sector entities that are comparable to the Court (no collective bargaining units). This study’s focus shall not include the private sector.

For the purpose of this RFP, “Respondent” means the entity or individual who submits a response in relation to this RFP, “Contractor” means the successful Respondent awarded the contract.

2. Information for Respondents:

2.1 Questions and Clarifications Related to RFP:

All questions in relation to this RFP shall be submitted in writing to Brent Flanik, Procurement Administrator: Brent.Flanik@sc.ohio.gov **no later than September 10, 2025, by 12:00 p.m. EDT.** Oral inquiries and/or questions will not be accepted.

Questions received after this date and time will not be responded to or answered. An Addenda documenting the Court’s responses to all submitted questions will be posted in accordance with the schedule below at: <https://www.supremecourt.ohio.gov/courts/judicial-system/supreme-court-of-ohio/admin-offices/office-of-chief-financial-officer/procurement-opportunities/>

2.2 Proposal Response Submission:

Proposal responses to this RFP are to be received by the Court, via email, **no later than October 7, 2025, by 12:00 p.m. EDT.** All responses shall be sent directly to Brent Flanik, Procurement Administrator: Brent.Flanik@sc.ohio.gov. Proposals received after this date and time shall be considered late, and as a result, will not be considered for evaluation and award.

The Court is not responsible for late email submissions, and the Court reserves the right to reject any and all proposals. The preparation of this proposal shall be solely at the Respondent’s expense.

2.3 Schedule of Key Milestone Events:

Listed below are specific dates and times related to this RFP. Actions with specific dates and times shall be adhered to unless changed by the Court via an addendum.

It is the sole responsibility of the Respondent to ensure receipt of all documentation issued by the Court.

RFP Issuance	September 3, 2025
Deadline for Submitting Questions	September 10, 2025 at 12:00 p.m. EDT
Final Addendum to be Issued (If Applicable)	September 15, 2025
Proposal Responses Due	October 7, 2025 at 12:00 p.m. EDT
Virtual Presentations (If requested, estimated)	October 20-24, 2025
Evaluation Complete (Estimated)	Late October/Early November
Award Bid / Executed Contract (Estimated)	Early/Mid November
All Project Components and Deliverables Completed	March 31, 2026

3. Communication with Court Personnel:

Respondent shall not meet or initiate Communication with Court staff during the RFP process, except as otherwise provided in this RFP, or with respect to current or ongoing work. The RFP process is considered to have begun on the date on which it is issued and is considered concluded on the date on which any resulting contract has been fully executed. Any attempts to meet and/or initiate contact during the RFP process, other than that expressly authorized by the RFP, may result in the disqualification of said Respondent.

4. Scope of Work:

The Court is in the process of completing an internal review of the current job classifications and updating position descriptions. The updated classifications and position descriptions will be shared with the awarded Contractor. The Court currently utilizes a compensation plan that incorporates pay grades and defined salary ranges for all classifications. The defined salary structure includes a minimum and maximum percent spread, and the difference between each salary range.

4.1 Contractor Responsibilities:

1. **Personnel and Materials:** The awarded Contractor shall be responsible for all personnel and materials required to ensure that all tasks included in the scope of work are completed in full. All work shall be in compliance with all applicable laws and industry standards.

2. **Comprehensive Analysis:** The awarded Contractor shall conduct a comprehensive analysis of the Court's current classification and compensation program, providing recommendations for improvement, including but not limited to equity, recruitment, and retention.
3. **Research on Comparable Public Sector Entities:** Before starting the study, the awarded Contractor and the Court shall mutually agree in writing upon agencies/markets to be included as comparative benchmarks. The awarded Contractor shall conduct extensive research solely on public sector entities, as itemized below:
 - a) Research on public sector entities comparable in structure and demographical region with an emphasis on other Courts or public service entities within the Ohio, Illinois, Indiana, Michigan, and Pennsylvania regions.
 - b) Research shall identify alternate labor markets and benchmark classes with similar position classifications for the purpose of conducting a comprehensive salary survey to support the proposed recommendations.
4. **Salary Recommendations:** The awarded Contractor shall identify and provide equitable salary recommendations, addressing the following components:
 - a) Issue of pay progression (i.e., salary range, attrition, and pay compression);
 - b) Appropriate consideration for relevant experience.

5. Recommendations for Updated Classifications and Compensation Plans:

Upon completion of the study, the awarded Contractor shall provide a written recommendation for the following components:

- a) Updated Compensation Plan: an updated compensation plan, incorporating pay grades and defined salary ranges for all classifications.
- b) Defined Salary Structure: the defined salary structure shall include a minimum and maximum percent salary spread with a breakdown of the difference between each salary range.
- c) Step Schedule Compensation: a plan to move to a compensation structure of predetermined pay increases at set intervals based on time in role including additional hourly pay for longevity similar to the structure used by the State of Ohio's Department of Administrative Services.
- d) Information Technology Positions: Currently, Information Technology positions follow a separate compensation plan. The awarded Contractor shall assess this

- approach and advise whether it should be maintained or if IT positions should be integrated into the Court's standard compensation plan. If the awarded Contractor advises that IT positions should maintain a separate compensation plan, the Contractor shall recommend updates to that compensation plan. If the awarded Contractor advises that IT positions should be integrated into the standard compensation plan, the Contractor shall recommend how each position should be integrated.
- e) Review of classifications and recommend changes, if necessary, to ensure compliance with federal and state laws, including the exempt/non-exempt status of all positions in accordance with the Fair Labor Standards Act.
6. **Provide Guideline to Assist Court Staff:** The awarded Contractor shall provide a guideline to assist Court staff with determining the starting pay for new employees based on the following:
 - a) Their knowledge and experience, which may exceed the minimum requirements of the position;
 - b) The level of difficulty in filling the position;
 - c) The level of market competitiveness.
 7. **Written Report Upon Completion:** Upon completion, the awarded Contractor shall provide the Court with a written report, including but not limited to the methodologies that were used, key findings, and recommendations, including the proposed pay grades and defined salary ranges for all job classifications.
 8. **Virtual or In Person Presentation of Findings and Recommendations:** The awarded Contractor shall virtually or in person present the methodologies, key findings, recommendations, and proposed salary ranges for all job classifications to Court stakeholders.
 9. **Collaboration During the Project:** Throughout the project, the awarded Contractor shall collaborate with Court staff to ensure accurate representation and quality of all work completed, including participation in scheduled meetings as required by the Court. As a collaborative partner, the Court will review, provide input, and request changes, as necessary to complete the project. The Court will have final approval on all completed work.
 10. **Project Management:** The awarded Contractor shall assign a dedicated Project Manager ("PM") for the duration of the study to ensure its timely completion. The PM will work directly with the Director, Human Resources and other relevant Court personnel. The PM's duties shall include, but are not limited to, the following:

- a) **Virtual or In Person Project Kickoff Meeting:** Schedule and conduct a Project Kickoff meeting to discuss the below items;
- b) **Project Timeline:** Create and maintain a “Project Timeline” with input from and approval by the Court;
- c) **Task List:** Create and maintain a “Task List” with assigned duties for various stages of the project’s timeline;
- d) **Delegate Tasks & Coordinate:** Ensure all delegated Tasks are represented in the Project Timeline and are completed on schedule; coordinate efforts with the Court’s staff;
- e) **Status Meetings:** Schedule and conduct regular Status Meetings (both planned and “as needed”), the frequency of which shall be determined at the Project Kickoff meeting;
- f) **Status Reports:** Prepare scheduled Status Reports to the Court's Director, Human Resources via email. These reports shall include the following information:
 - i. Executive Summary of current status;
 - ii. Tasks completed since last status report;
 - iii. Status of task(s) in progress;
 - iv. Roadblocks to current and future tasks;
 - v. Tasks delayed or overdue based on Project Timeline;
 - vi. Snapshot of Project Timeline (Gantt).

5. **Proposal Response Criteria:**

Proposal responses shall be formatted and submitted in a single PDF format. Proposals shall be completed in chronological order, utilizing the same categories and subcategories as listed below. It is the respondent’s responsibility to ensure that sufficient documentation has been included to satisfy the requirements specified within the proposal response. Failure to meet any of these submission requirements may result in the proposal being found non-responsive.

5.1 **Executive Summary:**

All Respondents shall include an executive summary detailing their understanding of the scope of work and overall objectives. The summary shall also include the name and title of the individual(s) involved in the preparation of the proposal response, and the name, title, and contact information to which inquiries should be directed. In addition, all respondents shall complete and include the attached **Appendix A / Letter of Transmittal**

5.2 Consultant Experience:

As stated, the successful Respondent shall have a minimum of five years of experience in completing the services as identified herein, including documented experience completing said services for public sector entities. Respondent shall provide a summary of experience and relevant qualifications in completing related services to those identified herein, including related to public sector entities. In addition, provide a minimum of 3 projects (references) of similar scope that were completed in the last 5 years. For each project, please include the name and brief description of the project, name of entity, and name and contact information for a current point of contact. The Supreme Court of Ohio, nor any current staff, may be identified as a reference.

5.3 Key Personnel:

All Respondents shall identify and define the roles of the person who shall serve as the project manager and/or lead for the project, as well as all key personnel that will be assigned to this project. For each key personnel, please include detailed information in relation to their experience in completing similar projects. In addition, a current resume or curriculum vitae for all key personnel shall be included in the proposal response.

5.4 Project Approach:

All Respondents shall describe the overall proposed approach and/or strategy to the project itself.

5.5 Project Schedule:

All project components and deliverables shall be completed no later than March 31, 2026. Please include a proposed schedule, outlining how the project will be completed, incorporating key components and/or deliverables as specified.

5.6 Cost Proposal:

Compensation for all allowable services identified herein shall be made in the form of an all-inclusive fixed fee. Respondents shall complete **Appendix B / Cost Proposal Form** to provide an all-inclusive fixed fee structure to successfully complete all services as defined herein. No additional payment will be made for fringe benefits, travel time, travel related expenses or indirect costs.

6. Evaluation Criteria:

All responsive proposals received will be reviewed and evaluated by a team of representatives identified by the Court. The Court may accept or reject any and/or all proposals, in whole or in part, or waive minor defects in a proposal, if no prejudice results to the rights of another potential Respondent or to the public. Non-responsive proposals will not be considered. Non-responsive proposals are defined as those that do not meet, and/or are not compliant with the requirements as specified in the RFP.

Responsive proposals will be evaluated in accordance with the below criteria. It is the responsibility of the Respondent to provide all documentation as required.

<u>CATEGORY:</u>	<u>PERCENTAGE:</u>
Cost Proposal (Section 5.6 & Appendix B): Economic feasibility of proposed cost.	40%
Experience Including References (Section 5.2): Demonstration of the Respondent's overall experience, reputation, and expertise in completing the identified services, and experience in completing services for public sector entities. Respondent's references to provide evidence of depth and breadth of experience in comparably sized project in public sector.	35%
Timeline & Approach (Sections 5.4 & 5.5): Feasibility and timeliness of the project schedule, demonstrating the ability to meet specified deadlines. Approach and strategy to the project itself.	20%
Employee Information (Section 5.3): Qualifications and experience of proposed key personnel.	5%

Following the evaluation of the bid responses, including any clarifications, and/or best and final offers, the Court shall proceed in recommending a contract award be made to the Respondent that has been determined to provide the best overall solution to the Court. In the event that the Court and the selected Respondent are unable to reach an agreement in a timely manner, the Court reserves the right to terminate negotiations with said Respondent and to enter into negotiations with an alternate Respondent.

7. Proposal Clarification:

The Court may contact any Respondent who submits a proposal response in order to clarify uncertainties or eliminate confusion concerning the contents of a submitted proposal. However, the Respondent will not be able to modify their proposal as a result of any such clarification request.

8. Oral Presentations:

As part of the evaluation process, Respondents who have submitted proposals may be required to appear before an evaluation committee composed of participants identified by the Court to respond to questions and/or to present additional information as requested. The Court is not required to request additional information from all Respondents who submitted a proposal response.

Representative(s) attending the oral presentation shall be qualified to respond to all questions related to the proposal. Those selected to provide an oral presentation and/or demonstration shall be notified in writing by the Court. Presentations shall be held at the Thomas J. Moyer Ohio Judicial Center, located at 65 S. Front St., Columbus, OH or virtually. All costs associated with participation in oral presentations shall be the responsibility of the Respondent.

9. Reference Verification:

The Court reserves full discretion to determine the competence and capabilities of any Respondent who has submitted a proposal response. The Court may contact any customer of the proposed Respondent, whether or not included in the submitted reference list, and use such information in the evaluation process.

10. Best and Final Offer:

The evaluation process may, at the Court's discretion, include a request for selected Respondents to prepare a Best and Final Offer ("BAFO"). A prospective Respondent's participation in the BAFO process shall not be construed as award of a contract nor guarantee that a contract will be awarded.

11. Independent Contractor:

All Respondents shall acknowledge and agree with the Court that services performed under this contract are being performed as an independent contractor, and not as a public employee, pursuant to R.C. 145.01 et. seq. The Respondent shall be required to complete and sign the Ohio Public Employees Retirement System form PEDACKN and return it to the Court before payment will be made for any services.

12. General Terms and Conditions:

1. The Court assumes no responsibility for costs incurred by any Respondent prior to the award of any contract resulting from this RFP.
2. All proposed offers submitted to the Court are firm and shall remain in effect for 180 days from the proposal due date. Respondents are well-advised to check their proposal carefully before submitting. Errors cannot be corrected after the proposals are opened. It shall be a condition of any award that the selected Respondent shall deliver all product and services at the fee or cost quoted, even if in error.
3. A proposal response, upon acceptance by the Court, immediately creates a binding contract between Respondent and the Court. Except as otherwise provided in this RFP, once accepted, it may not be rescinded, canceled, or modified by Respondent unless mutually agreed in writing by the parties.

4. All responsive proposals shall be evaluated by the Court, which may accept or reject any or all proposals, in whole or in part. Also, the Court may waive minor defects in a proposal, if no prejudice results to the rights of another Respondent or to the public.
5. At the sole discretion of the Court, the RFP may be cancelled or reissued in whole or in part, or a contract may not be awarded, if any of the following apply:
 - a) The goods or services offered are not in compliance with the requirements, specifications, or terms and conditions set forth in the request for proposals;
 - b) The price offered is considered excessive in comparison with existing market conditions, in comparison with the goods or services to be received, or in relation to available funds;
 - c) It is determined that the award of a contract would not be in the best interest of the Court.
6. The Court requires Respondents wishing to do business with the Court to provide their Federal Taxpayer Identification Number.
7. The Court is exempt from taxation. Federal transportation and excise taxes, as well as state excise taxes shall not be included in the proposal pricing. Excise tax exception certificates will be furnished upon request.
8. Respondent warrants that it is not subject to an unresolved finding for recovery under R.C. 9.24. If the warranty is false on the date the parties sign a contract awarding Respondent's submittal, the contract is void *ab initio*, and Respondent shall immediately repay to the Court any funds paid under the contract.
9. The Court may, at any time prior to the completion of the contract by Contractor, suspend or terminate the contract with or without cause by giving written notice to Contractor. Upon receipt of written notice to Contractor to suspend or terminate, Contractor shall immediately cease work on the suspended or terminated activities and take all necessary steps to minimize costs; and if requested by the Court, Contractor must furnish a report describing the status of services. Contractor shall be paid for all completed work rendered up to the date Contractor received notice provided Contractor has supported such payment with detailed factual data containing hours worked and product/services performed.
10. Any contract resulting from this RFP is binding on the successful Respondent. Contractor's failure to meet or perform any of the contract terms or conditions shall permit the Court to rescind or cancel the contract and purchase replacement articles or services of comparable grade in the open market. Contractor shall reimburse costs and expenses in excess of the contract price necessitated by such replacement purchases to the Court.

11. At the date deliverables are due as specified in the contract resulting from this RFP, or in the event the contract is suspended or terminated prior to its completion, Contractor, upon payment as specified, shall deliver to the Court all work products which have been prepared by Contractor in the course of providing services under this contract. All such materials shall become and remain the property of the Court, to be used in such manner and for such purpose as the Court may choose. Upon termination of the contract by either party, all property belonging to the Court and in the possession of Contractor shall be returned to the Court prior to final payment to Contractor.
12. The Court hereby advises all Respondents that all documents submitted in response to this RFP, including those documents that purportedly contain trade secret information, will become public records. The Court will allow the public, including other Respondents, to inspect and obtain copies of these documents in accordance with the applicable public records law after the Request for Proposal deadline expires unless: 1) in its response to this Request for Proposal, Respondent clearly identifies the document or document excerpt that Respondent believes is not a public record; 2) in its response to this Request for Proposal Respondent identifies the provisions that exempt the document or document excerpt from the public records provisions; and 3) Court staff determine that the document or document excerpt is not a public record. In weighing whether a Respondent's proposal contains trade secret information that may be protected from disclosure, Supreme Court staff may consider the definition of "trade secret" in R.C. 1333.61(D) and the factors described in *State ex rel. The Plain Dealer v. Ohio Dept. of Ins.* (1997), 80 Ohio St.3d 513.
13. Respondent agrees to adhere to the requirements of Ohio Ethics Laws, Chapter 102 and R.C. 2921.42 and 2921.43. Respondent represents, warrants and certifies that it and its employees engaged in the administration or performance of any contract resulting from this RFP are knowledgeable of and understand the Ohio ethics and conflict of interest laws. Respondent further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.
14. Respondent represents and warrants that it is not debarred from consideration for contract awards by any governmental agency.

Supreme Court of Ohio - Administrative Policies (Appendix C):

Administrative Policy 5 - Equal Employment Opportunity Policy:

The Court is an equal opportunity employer. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 5 (Equal Employment Opportunity), a copy of which is attached.

Administrative Policy 22 – Alcohol and Drug Free Workplace:

The Court intends to provide an alcohol and drug free workplace. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 22 (Alcohol and Drug Free Workplace), a copy of which is attached.

Administrative Policy 23 – Weapons and Violence Free Workplace:

The Court intends to provide a weapons and violence free workplace. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 23 (Weapons and Violence Free Workplace), a copy of which is attached.

Administrative Policy 24 – Discrimination and Harassment:

The Court intends to provide a discrimination and harassment free workplace. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 24 (Discrimination and Harassment), a copy of which is attached.

Appendix A

Letter of Transmittal

**The Supreme Court of Ohio
RFP #285
Classification and Compensation Study Consulting Services
September 2025**

The Respondent's name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, ZIP Code: _____

Respondent's Phone Number: _____

Respondent's E-mail Address: _____

Form of Ownership:	Sole Proprietorship	Franchise	Partnership
	Corporation	Joint Venture	LLC
	Other (Please Specify): _____		

Owner(s) of Entity, if private: _____

If a corporation, state of incorporation: _____

Federal Identification Number: _____

State of Ohio Supplier ID Number (if registered): _____

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative and have read, reviewed, and are submitting this proposal for consideration on behalf of your business entity.

Appendix B

Cost Proposal Form

**Supreme Court of Ohio
RFP #285**

**Classification and Compensation Study Consulting Services
September 2025**

Compensation for all allowable services identified herein shall be made in the form of an all-inclusive fixed fee. Respondents shall provide an all-inclusive fixed fee structure to successfully complete all services as defined herein. No additional payment will be made for fringe benefits, travel time, travel related expenses or indirect costs.

ALL-INCLUSIVE FIXED FEE:	
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Appendix C

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 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 OJC Reg. 11, 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. Any employee who violates this policy is subject to having the matter referred to the appropriate law enforcement officials.

(B) 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.

(C) 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.

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

(E) 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.

(F) 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; February 13, 2025

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