

DETAILED AGENDA

January 21 , 2025

I. Call to Order

II. Roll Call

Mr. Mike Hood	_____	Vacant	_____
Mrs. Jennifer Musson	_____	Mrs. Diane Smith	_____
Mrs. Antwillia Davis	_____	Mrs. Katie Fitzgerald	_____
Mrs. Priscilla Rushing	_____		

III. Organizational Meeting

A. 2025 Election of Officers

President _____
 Vice President _____
 Secretary _____

_____ made and _____ seconded a motion to approve the slate of officers contained herein. Upon roll call, the vote was recorded as follows:

Ms. Vacant 1	_____	Mrs. Priscilla Rushing	_____
Mr. Mike Hood	_____	Mrs. Diane Smith	_____
Antwillia Davis	_____	Mrs. Katie Fitzgerald	_____
Mrs. Jennifer Musson	_____		

B. 2025 Regularly Scheduled Board Meetings

The Board must determine the dates and times of its regularly scheduled board meetings. We may want to discuss sharing a board meeting with Union County. We are only required to hold eight (8) meetings per year because we share a Superintendent with Union County (ORC 5126.029)

Day of month _____ Meetings will NOT be held in the following months:
 Time _____
 Location _____

_____ made and _____ seconded a motion to approve the _____ of the month at _____ (time) at Simon Kenton School, Kenton, Ohio as the regularly scheduled board meeting of the Hardin County Board of DD.

Meetings will not be held for the months listed. Upon roll call, the vote was recorded as follows:

Ms. Vacant 1	_____	Mrs. Priscilla Rushing	_____
Mr. Mike Hood	_____	Mrs. Diane Smith	_____
Antwillia Davis	_____	Mrs. Katie Fitzgerald	_____
Mrs. Jennifer Musson	_____		

C. Committee Appointments

The newly elected president can appoint members to committees tonight or wait until the meeting in February. Please consider the following committees:

Ethics and Executive. The Ethics committee must be comprised of board members whom do not receive services or do not have an immediate family member receiving services. We have not had an Executive Committee in the past. I recommend this committee be comprised of board officers (President, Vice President, Secretary) and only meet as needed.

_____ made and _____ seconded a motion to approve the committees as contained herein. Upon roll call, the vote was recorded as follows:

Ms. Vacant 1	_____	Mrs. Priscilla Rushing	_____
Mr. Mike Hood	_____	Mrs. Diane Smith	_____
Antwillia Davis	_____	Mrs. Katie Fitzgerald	_____
Mrs. Jennifer Musson	_____		

D. Statement by Board President

This ends our Organizational Meeting of the Board. Without undue delay the Board will begin its regularly scheduled meeting.

IV. Approval and Signing of Minutes

The "Record of Proceedings" for the regular meeting held on November 19 , 2024 were found to be correct.

_____ made and _____ seconded a motion approving same. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	_____	Vacant	_____
Mrs. Jennifer Musson	_____	Mrs. Diane Smith	_____
Mrs. Antwillia Davis	_____	Mrs. Katie Fitzgerald	_____
Mrs. Priscilla Rushing	_____		

V. Approval and Signing of the November, 2024 Expenditure and Payroll Reports.

_____ made and _____ seconded a motion to approve the expenditure and payroll reports for November, 2024. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	_____	Vacant	_____
Mrs. Jennifer Musson	_____	Mrs. Diane Smith	_____
Mrs. Antwillia Davis	_____	Mrs. Katie Fitzgerald	_____
Mrs. Priscilla Rushing	_____		

VI. General Information

- A. Upcoming Events, Retirements, New Hires
- B. SSA Director’s Report (Appendix 25-1-01)
- C. Monthly MUI Summary (Appendix 25-1-02)
- D. Monthly EI Summary (Appendix 25-1-03)
- E. Superintendent’s Report (Appendix 25-1-04)

VII Old Business

A. DoDD ARPA Grant (Appendix 25-1-05)

We were able to spend all of the grant funds from DoDD. Please see the attached list of items that were purchased and who the intended beneficiary is.

VIII. New Business

A. Annual Approval of Updated Policies (25-1-06)

You are required to annually approve our policies. This is the list of policies for your approval:

- Nursing 1 through Nursing 3 (N1-N3)
- Personnel 1 through Personnel 11 (P1-P10)
- Complaints Due Process (C-1)
- Transportation

_____ moved and _____ seconded a motion to approve the policies listed above as attached. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	_____	Vacant	_____
Mrs. Jennifer Musson	_____	Mrs. Diane Smith	_____
Mrs. Antwillia Davis	_____	Mrs. Katie Fitzgerald	_____
Mrs. Priscilla Rushing	_____		

B. Medicaid Match Statement

The Board is required to annually approve funds for the non-federal share of Medicaid expenditures (Medicaid Waiver Match). This is the amount of money that we are required to pay based on our current authorized services. Our current medicaid match is at \$470,000.

_____ moved and _____ seconded a motion to approve the Medicaid Waiver Match of \$470,000. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	_____	Vacant	_____
Mrs. Jennifer Musson	_____	Mrs. Diane Smith	_____
Mrs. Antwillla Davis	_____	Mrs. Katie Fitzgerald	_____
Mrs. Priscilla Rushing	_____		

C. Board Training Plan

It is again time to decide what training you find valuable over the next year. These topics can be anything you want to know more about. These MIGHT include waiver services and how our waiver match is determined, comprehensive fiscal review of revenue sources, statewide structure for the DD system (CBs, providers, advocacy groups, DoDD, Dept of Medicaid, etc), details of levy funding and how levies work differently for us than for school districts (schools have a floor for rollback, inside/outside millage, etc) or anything else that has come up that you may have questions about.

D. Approval of WestCON 2 Year Contract (Appendix 25-1-07)

Attached is a copy of the 25-26 WestCon contract. Exhibit A outlines the services we purchase from WestCON and the cost of those services. Also attached is the 23-24 Exhibit A so that you can compare costs. The contract is not to exceed \$80,000. The contract allows us to share the cost of several required services by sharing positions with other counties. Examples of this are:

- Investigative Agent
- Eligibility Specialist
- Provider Support
- Community Relations

_____ moved and _____ seconded a motion to authorize the superintendent to enter into the contract with WestCON COG as attached. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	_____	Vacant	_____
Mrs. Jennifer Musson	_____	Mrs. Diane Smith	_____
Mrs. Antwillla Davis	_____	Mrs. Katie Fitzgerald	_____
Mrs. Priscilla Rushing	_____		

E. New Children SSA Position

Our current Children's SSA is currently working with 170 children/families. The needs of these families are very different. Some have meetings one time per month, some one time per week, and some one time a year. Not all of these children have a service plan, but they do get assistance. This position would be to specifically serve children and their families. Adding an additional position would bring the case loads to about 85 each.

_____ moved and _____ seconded a motion to authorize an additional Service and Support Administrator position. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	_____	Vacant	_____
Mrs. Jennifer Musson	_____	Mrs. Diane Smith	_____
Mrs. Antwillia Davis	_____	Mrs. Katie Fitzgerald	_____
Mrs. Priscilla Rushing	_____		

F. Analytics Agreement for Cloud Services (Appendix 25-1-08)

Attached you will find an agreement with Aanalytics to move to cloud based services rather than buying a physical server to keep on site. Cloud based services provide redundancy and protects our information. Our information will be stored in a data center rather than on our premise which offers protections against natural disasters and cyber attacks. The new service will decrease our cost about \$1,478 annually (about \$7400 over 5 years).

_____ moved and _____ seconded a motion to authorize the superintendent to enter into the agreement with Aanalytics as attached for cloud based IT services. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	_____	Vacant	_____
Mrs. Jennifer Musson	_____	Mrs. Diane Smith	_____
Mrs. Antwillia Davis	_____	Mrs. Katie Fitzgerald	_____
Mrs. Priscilla Rushing	_____		

IX. Comments from Guests

X. Adjournment

_____ moved and _____ seconded a motion to adjourn. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	_____	Vacant	_____
Mrs. Jennifer Musson	_____	Mrs. Diane Smith	_____

Mrs. Antwillia Davis
Mrs. Priscilla Rushing

Mrs. Katie Fitzgerald

DETAILED AGENDA
November 19, 2024

Guests: Mr. Andy Diller, Mr. Josh Gammon, Mrs. Jennifer Frail, Mrs. Sherrie Breidenbach, Mrs. LeNora Prichard and Mr. Fred Rush

I. Call to Order- 6:03 PM

II. Roll Call

Mr. Mike Hood	Absent	Dr. Hui Shen	Present
Mrs. Jennifer Musson	Present	Mrs. Diane Smith	Present
Mrs. Antwillia Davis	Present	Mrs. Katie Fitzgerald	Present
Mrs. Priscilla Rushing	Present		

III. Approval and Signing of Minutes

The "Record of Proceedings" for the regular meeting held on November 19, 2024 were found to be correct.

Mrs. Antwila Davis made and Mrs. Priscilla Rushing seconded a motion approving same. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Excused	Dr. Hui Shen	Yes
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwillia Davis	Yes	Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Yes		

IV. Approval and Signing of the November 19, 2024 Expenditure and Payroll Reports.

Mrs. Priscilla Rushing made and Mrs. Jennifer Musson seconded a motion to approve the expenditure and payroll reports for November, 2024. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Excused	Dr. Hui Shen	Yes
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwillia Davis	Yes	Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Yes		

V. General Information

- A. Upcoming Events, Retirements, New Hires
- B. SSA Director's Report (Appendix 24-11-01)
- C. Monthly MUI Summary (Appendix 24-11-02)
- D. Monthly EI Summary (Appendix 24-11-03)
- E. Superintendent's Report (Appendix 24-11-04)

VI. Old Business

A. 2025 Organizational Meeting

Mrs. Antwila Davis moved and Mrs. Diane Smith seconded a motion to set the 2025 Organizational Meeting for January 21, 2025. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Excused	Dr. Hui Shen	Yes
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwila Davis	Yes	Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Yes		

B. Table of Organization (Appendix 24-11-05)

Mrs. Jennifer Musson moved and Mrs. Priscilla Rushing seconded a motion to approve the Table of Organization as attached. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Excused	Dr. Hui Shen	Yes
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwila Davis	Yes	Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Yes		

C. Mrs. Priscilla Rushing moved and Dr. Shen seconded a motion to approve the policies that were attached. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Excused	Dr. Hui Shen	Yes
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwila Davis	Yes	Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Yes		

D. Purchase of Changing Tables Through the DoDD Grant

Mrs. Antwila Davis moved and Mrs. Diane Smith seconded a motion to authorize the Superintendent to purchase two changing tables from Foundations Worldwide Inc. not to

exceed \$18,000 and to be fully reimbursed by the DoDD grant. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Excused	Dr. Hui Shen	Yes
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwillia Davis	Yes	Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Yes		

E. Transfer of DoDD Grant Money to Union County Board of DD (Appendix 24-11-07)

Mrs. Jennifer Musson moved and Mrs. Antwillia Davis seconded a motion to approve the Re-allocation of funds through the DoDD ARPA Grant of \$50,000 to UCBDD for the purchase of a changing trailer from RV Wholesalers. DoDD also approved the shifting of grant funds from Hardin DD to Union DD and recommended that Hardin DD make the purchase and give the trailer to Union County. The motion also approved the purchase of up to 4 additional changing tables not to exceed a total of \$36,000 or the total left in the grant. Hardin will be reimbursed from the grant. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Excused	Dr. Hui Shen	Yes
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwillia Davis	Yes	Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Yes		

F. Purchase of Items Through Grant for Union County Board of DD (Appendix 24-11-08 and 09)

Mrs. Priscilla Rushing moved and Mrs. Jennifer Musson seconded a motion to authorize the Superintendent to purchase a trailer from RV Wholesalers not to exceed \$50,000 to be given to UCBDD via contract and to be fully reimbursed by the DoDD Grant. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Excused	Dr. Hui Shen	Yes
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwillia Davis	Yes	Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Yes		

**VII. Board Training
MUI/UI Annual Training-Andy Diller**

VIII. Comments from Guests

X. Adjournment

Dr. Shen moved and seconded a motion to adjourn. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Excused	Dr. Hui Shen	Yes
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwillia Davis	Yes	Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Yes		

Service and Support Administration Report

I'm going to add a new section to my board report to track various data. I'm working on a better template, but for now I'll share the following:

Caseload

5 SSAs

Adults with an assigned SSA	87
Transition Age youth with an assigned SSA	11
Children (ages 3-16) with an assigned SSA	182 (Rachael has worked with 182 children in some way in 2024)

Waivers

ICF diversion	2
Level One	31
Regular IO	44
Regular SELF	2
TDD Conversion	1
Wait list reduction	4
Total All Waivers	84

Eligibility

		2025	2024
OEDI (Age 16+)			
Eligible	0	9	
Not-Eligible		0	6
In process/Undecided		1	1
COEDI (Age 6-16)			
Eligible	0	4	
Not-Eligible		0	4
In process/withdrawn		0	0

Transfers

Transfers into Hardin County	1	7	
Transfers out of county in		0	4

PASRR

PASRRs completed		0	3
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MUI

This year we had 42 MUI's. The highest we've recorded in at least 12 years. Beyond that isn't really comparing apples to apples since MUI reporting has changed quite a bit since 2012 when substantial changes to the rule occurred and many incidents that used to be filed as an MUI's were no longer filed.

Year	Total MUIs filed
2024	42
2023	22
2022	25
2021	22
2020	30
2019	24
2018	39
2017	35
2016	32
2015	28
2014	27
2013	21

Activity

- The OSU Extension office received a grant to assist 4H members with disabilities. Rachael Wince Unerwood is collaborating with them to build sensory kits and will be training 105 of the 4H advisors on how to better assist children with disabilities. There will also be a larger presence at the Hardin County Fair in 2025 to build off the successful adult rabbit show. Rachael has plans to continue and expand that program for adults in the county.
- FUN-E (Friends United for New Experiences) held a Christmas Party for adults at the Moose on December 7. More than 45 people attended, including individuals from Hancock and Putnam County
- The ARC Auction was held on Sunday December 8 in the Simon Kenton gym. This is the only fundraiser for the ARC, and thanks to the many generous businesses and community members in Hardin County and the numerous volunteers, we raised \$8,668.50. This money is used to fund programs for adults and children throughout the county who are associated with Simon Kenton and adult programming.
- I trained a provider and their staff on UIR/MUI reporting as part of their prevention planning for an MUI they had last month.
- I also attended the Family Children First Council, DDIT meeting for Allen Auglaize and Hardin County, Untied Way, Human Rights Committee for Union, Wyandot and Hardin County, Samaritan Partners of Hardin County, and our weekly Leadership Team meeting and SSA meeting.

Housing Board

10 housing board houses are full. One home is being rebuilt after a fire and should be ready for move in very soon.

Family Support Services

\$ 33,085.03 through December 2024.

**Monthly MUI Report
2024**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Alleged Physical Abuse		2						1	1	1			5
Alleged Sexual Abuse		1					1						2
Alleged Verbal Abuse		2						1					3
Attempted Suicide													
Exploitation		1											1
Failure to Report													
Failure to Report (Registry)													
Significant injury						1							1
Unknown Injury													
Law Enforcement	1			3				1		1			6
Medical Emergency			2										2
Misappropriation			2		1		1						4
Missing Individual													
Neglect			2								1		3
Peer to Peer acts									1				1
Prohibited Sexual Relations													
Rights Code Violation													
Unapproved Behavioral Support		1	1							1			3
Unanticipated Hospitalization		3		2	1		1		1				8
Accidental or Suspicious Death													
Death Not Accident or Suspicious			1							1		1	3
Monthly Total	1	10	8	5	2	1	3	3	3	4	1	1	
Yearly Total of Filed MUIs	1	11	19	24	26	27	30	33	36	40	41	42	42

*Filed MUI's can have more than one category

1-15-2025 Early Intervention Board Report

Number of referrals	Nov. 24 = 7	Dec. 24 = 5
Number of evaluations	Nov. 24 = 5	Dec. 24 = 7
Number of referrals enrolled	Nov. 24 = 4	Dec. 24 = 5
Number of exits	Nov. 24 = 4	Dec. 24 = 3
Total enrolled	Nov. 24 = 52	Dec. 24 = 51

Exits	Met outcomes	Turned age 3, IEP eligible	Other
Totals	Nov. 24 = 3 Dec. 24 = 1	Nov. 24 = 0 Dec. 24 = 2	Nov. 24 = 1 Dec. 24 = 0

Current open referrals - 14

Activities - In November, Playtime with EI was held at the Mary Lou Johnson library before the Christmas parade. In December, the Early Intervention team worked the gate at the Lake of Lights. The Early Intervention team also participated in Santa Night held at Simon Kenton School. Coming up in January, February, and March we plan to hold Playtime with EI once a month.

Other information - Kris Hastings is now officially retired and Stephanie Trachsel, her replacement, has been back working with the Hardin County board since December 2nd, 2024. The transition has been going smoothly.

2024 Early Intervention Data

	2024 # children served	# Referrals	# new Evaluations	# new children enrolled	# exited children	# child met outcomes	# transition to PSSE	# exit other	Avg length of months children served
January	51	6	4	4	1	1	0	0	14
February	52.00	6	5	2	7	3	4	0	13
March	51.00	6	5	6	3	0	2	1	6
April	52.00	19	14	4	3	3	0	0	9
May	60.00	7	10	11	1	1	0	0	11
June	63.00	10	6	4	8	3	2	3	9
July	60.00	6	5	5	1	1	0	0	16
August	62.00	8	7	3	7	1	6	0	17
September	58.00	9	6	3	4	3	1	0	10
October	59.00	10	6	5	11	5	6	0	17
November	52.00	7	5	4	4	3	0	1	19
December	51.00	5	7	3	3	1	2	0	12
total	671.00	99	80	54	53	25	23	5	153
Average per month	55.91666667	8.25	6.666666667	4.5	4.416666667				12.75
% Referrals to Eval		0.8080808081							
% Evals to Enroll		0.675							
Total Served		150							
Total Served for Cost Report		131							

Superintendent's Report

January 21, 2025

Statewide Update

I continue to participate on the Waiver Modernization workgroup at the state level. We are working with DoDD about how to administer the new tool DoDD chose to assist with cost estimates for waivers. Statewide there is concern about DoDD taking over responsibility for administering this tool vs. county boards administering this tool. As a member of this committee I feel strongly that DoDD should take over this responsibility. I believe they have underestimated the number of assessors needed statewide to complete the work. If county boards take this on, DoDD will not take on the full cost of the new assessors, DoDD will hold us accountable for timelines on completion of the tool (that we don't think we can meet because they are underestimating need), and county boards will be responsible for hiring, training (which can take up to 3 months), and replacing assessors. DoDD chose this tool and I believe the responsibility should be theirs to implement for the reasons I stated above.

OTHER:

Involvement Outside of HCBDD (as the "face" of the organization)

- Region 2 Superintendent Meeting as Region 2 rep for the state
- Statewide Superintendent Meeting
- Superintendent's State Executive Committee meeting
- Hardin Family and Children First Council monthly meeting
- OACB Annual Conference
- Waiver Redesign Weekly Meetings
- WestCON Board Meetings
- Delivered grant items to Kenton City School and Library Directors

Staff Engagement

- Leadership Team meetings (weekly)
- Christmas meal with all staff
- Monthly meeting with Preschool teachers
- Retirement events with two employees

Appendix 25-1-07

DODD Accessibility Grant 2024			
Total Awarded HCBDD	\$324,000		
Purchased Expenses			
Total Spent first billing	\$222,745		
ARC Respite		HCBDD	
3/4 Sensory Trailer		HCBDD	
Playground Surface and Concrete work		HCBDD	
3 Changing Tables		SKS/YMCA/Kenton City Pool	
Hoyer Lift for Trailer ad slings x2	\$2,690	HCBDD/Lending Library	Access Comm
portable Elec chaning table	\$3,709	HCBDD/Lending Library	Access Comm
Playground grading	\$8,000	HCBDD	Access. Comm
Access Trax mats	\$1,095	HCBDD/Lending Library	Accessible Comm.
Hearing Loop for St. Johns	\$3,343	St. John's Church	Accessible Comm.
Hearing system for Kenton City Sc	\$3,343	KCS	Accessible Comm.
Reader Pens	\$3,645	MLJ Library	Inclusive Meetings
Hearing System for Lending Libran	\$3,343	MLJ Library/Lending Library	Inclusive Meetings
Spanish Curriculum for Hrtbt	\$963	Heartbeat/EI	Non English
Curtains for Tables (3)	\$3,754	Locations of Tables	Universal Changing Tables
Changing Table for Ada	\$8,250	Ada City Pool	Universal Changing Tables
	\$264,880		
To Be Purchased			
vision system for library	\$3,695	MLJ Library	Accessible Comm
Portable video magnifier (schools)2	\$2,652	KCS/Lending Library	Accessible Comm
crown Shades canopy (8x8)	\$158	HCBDD/Lending Library	Accessible Comm
Canopy weights	\$34	HCBDD/Lending Library	Accessible Comm
100 ft extension cord	\$89	HCBDD/Lending Library	Accessible Comm
Trash can	\$40	HCBDD/Lending Library	Accessible Comm
110- 13 Gallon Trash bags	\$30	HCBDD/Lending Library	Accessible Comm
Amazon disinfecting wipes	\$86	HCBDD/Lending Library	Accessible Comm
50 ct x2 absorbancy pads	\$56	HCBDD/Lending Library	Accessible Comm
Ring Door bell with motion light	\$280	HCBDD/Lending Library	Accessible Comm
Smart Keypad Door lock with finge	\$80	HCBDD/Lending Library	Accessible Comm
Irobot Roomba J9	\$599	HCBDD/Lending Library	Accessible Comm
Amazon echo show 10in screen	\$245	HCBDD/Lending Library	Accessible Comm
Parkinson Spoon for hand tremors	\$437	HCBDD/Lending Library	Accessible Comm
Smart Microwave	\$152	HCBDD/Lending Library	Accessible Comm
E Pill Station	\$425	HCBDD/Lending Library	Accessible Comm
Smart Plug	\$47	HCBDD/Lending Library	Accessible Comm
Rhab Advantage Steady spoon (2)	\$188	HCBDD/Lending Library	Accessible Comm
Pressure Fall Mat	\$95	HCBDD/Lending Library	Accessible Comm
	\$9,388		
transferred to Union –Unable to Spend			
Union Co Changing Trailer	\$50,000		
Total	\$324,268		
Unspent Grant \$	-\$268		



Summary of Policy Changes
January 2025

Note: Highlighted policies are contained in Board Packet. Unhighlighted policies have no substantive changes and can be viewed electronically.

Policy	Action Recommended	Summary	Board Action
C-1	Approval	No Changes	
N1-N3	Approval	No Changes	
P1-P3	Approval	No Changes	
P4	Approval	Added in section J and K because was inadvertently removed at a previous time; added clarifying language around performance evaluations	
P5	Approval	Added Definitions and explanation of pay structure; increased reimbursable tips to 20%, clarifying language around assessments for insurance	
P6	Approval	Corrected accrual amounts for vacation.	
P7-P10			
Transportation			

Hardin County Board of Developmental Disabilities POLICY

Policy Number: N-1	Page: 1	Of: 1
Title: Delegated Nursing		
Regulatory Authority: ORC: Chapter 5123:2-6-05, 06, 07; ORC 4723-13-01-07; DODD Training Manual for Certification of Prescribed Medications and Health-Related Activities		
Effective Date: 2/19/19		
Reviewer/Job Title: Program nurse or designee		

DELEGATION OF NURSING TASKS

(A) DELEGATED NURSING

(1) The HCBDD, hereafter referred to as the Board, is committed to assisting individuals with meeting their health care needs. In order to meet those needs, it is the policy of the Board to allow the delegation of nursing tasks, health related activities, and medication administration to appropriately trained and/or Medication Administration (MA) certified Board personnel and providers when done in accordance with rules set forth by the Ohio Administrative Code and the Ohio Department of Developmental Disabilities and the Ohio Board of Nursing.

(2) A registered nurse may delegate to appropriately MA certified Board personnel and provider employees the administration of prescribed medications, performance of health-related activities, or the administration of food or medications via a gastrostomy or jejunostomy tube. Certain nursing tasks, as defined by the Ohio Board of Nursing, may be delegated to appropriately trained Board personnel and provider employees.

(3) Assessment, training, and nursing supervision requirements must be met prior to allowing anyone to perform delegated nursing tasks, health related activities, and/or administering medications. Board employees shall comply with all procedures of the Board delegation policy and rules as set by the Ohio Department of Developmental Disabilities and the Ohio Department of Nursing.

(4) Delegation and supervision of nursing tasks, health related activities, and medication administration shall be done by a registered nurse or a licensed practical nurse at the direction of a registered nurse employed or contracted by the Board. The decision of the registered nurse on who may perform a delegated task is final.

Hardin County Board of Developmental Disabilities POLICY

Policy Number: N-2	Page: 1	Of: 2
Title: Health Services		
Regulatory Authority: OAC 5123:2-1-06 Adult Services; OAC 3301:37-11 and 3301:37-12 (Preschool Licensing Rules); OSHA Standards for Blood Borne Pathogens; Centers for Disease Control; ODH; UCHD; OAC 5123:2-1-02(O)		
Effective Date: 6/16/14, 8/17/15, 8/15/16		
Reviewer/Job Title: Support Services Nurse or designee		

HEALTH, COMMUNICABLE DISEASES & INFECTION CONTROL

(A) SCOPE

(1) When the HCBDD is directly providing facility-based services, the HCBDD shall adopt written policies and procedures that ensure the general health and well-being of all individuals served and address:

- (a) Providing first aid and emergency treatment;
- (b) Securing emergency squad or ambulance services or the services of the individual's personal physician;
- (c) Providing first aid training, cardiopulmonary resuscitation training, and training in universal precautions for infection control including hand-washing and disposal of bodily waste to county board personnel engaged in direct services positions, according to the Ohio Administrative Code;
- (d) Providing suitable first-aid facilities, equipment, and supplies;
- (e) Providing for the management of communicable diseases, handling of illness on-site, and return after an illness or other health condition; and
- (f) Posting emergency numbers by each telephone.

(2) The written policies and procedures, described in (A)(1) above, shall be communicated to all personnel, individuals served, parents, guardians, and providers of services, and shall be available in each HCBDD facility upon request.

(B) PURPOSE

(1) The HCBDD, herein known as the Board, recognizes that a safe and healthy environment is essential to the general health and well-being of all individuals, employees, and other members of the community having contact with the facilities. Consistent with this health concern and the desire to protect the rights of individuals who may have a disabling medical condition or communicable disease, the HCBDD has established the following policies that will be communicated to all employees, individuals, guardians, parents of a minor, and residential services/support providers upon request.

(C) EDUCATION/STAFF TRAINING

(1) In order to ensure general health and well-being, and increase awareness of the

importance of following health related rules and guidelines, the HCBDD will provide:

- (a) Educational opportunities through in-services, staff meetings, orientation, and information sharing; and
- (b) Collaboration with other agency departments to provide health related information to individuals and their families as needed.

(D) MINOR OR MAJOR ILLNESS GUIDELINES

(1) Colds, flu, and other viral infections are common during the winter months of the year and are easily transmitted. Individuals must be fever-free at least 24 hours prior to returning to programming. Fever free means a temperature of less than 100 degrees without the aid of a fever reducing medication. If an antibiotic is prescribed the individual must be on the antibiotic for at least 24 hours prior to returning to programming.

(2) In the event an individual has been observed with signs and symptoms of illness during program attendance, parents or caregivers will be notified by the Program Nurse or designee.

(3) An individual with any signs or symptoms of illness shall be isolated immediately and discharged to parent, guardian or identified care giver at the discretion of program nurse or designee.

(E) MEDICAL EMERGENCIES

(1) As a first responder, any staff witnessing a medical emergency will be expected to provide emergency assistance to the individual and/or seek the immediate assistance of staff trained in CPR and First Aid. The nurse or designee is to be notified immediately. Any staff witnessing a medical emergency will initiate the 911 call and will follow building procedures for responding to an emergency.

(2) In the event of suspected abuse or neglect, staff will report to their supervisor and to the individual's Service and Support Administrator in accordance with the HCBDD's policies and procedures. The Board will provide opportunities for training in recognition and reporting of abuse and neglect.

(F) EDUCATION/STAFF TRAINING

Preschool staff will receive Communicable Disease training every 3 years as per ODE guidelines.

(G) MINOR OR MAJOR ILLNESS GUIDELINES

(1) An individual with any of the following signs or symptoms of illness shall be isolated immediately and discharged to parent, guardian or identified care giver at the discretion of program nurse or designee:

- (a) Diarrhea and/or vomiting; more than one abnormally loose stool or episode of vomiting within a program day unless contributed to a documented chronic medical condition;

- (b) Harsh, persistent coughing, causing the individual to become red or blue in the face or to make a whooping sound;
- (c) Difficult or rapid breathing;
- (d) Yellowish skin or eyes;
- (e) Conjunctivitis (“pink eye”) or abnormal drainage from the eye with irritation (redness, itching, burning);
- (f) Temperature of 100 degrees Fahrenheit or greater;
- (g) Evidence of lice will be dealt with on an individual basis with collaboration from the program nurse or designee and the individual’s family/guardian; and
- (h) Signs of contagious diseases or illnesses which warrant exclusion by the Ohio Department of Health.

(H) IMMUNIZATIONS

- (1) Preschool will follow the Ohio Department of Health’s guidelines on required immunizations for preschool attendance.
- (2) Immunization statuses for preschool students will be updated on an annual basis.
- (3) If a parent/guardian chooses to not immunize their child, the parent/guardian must complete an immunization waiver form annually.
- (4) Preschool program nurse will submit a written report annually to Ohio Department of Health which provides statistical data pertaining to student immunization statuses.

(I) MEDICAL EMERGENCIES

- (1) Opportunities will be provided on a regular basis for First Aid and CPR training. Training will be conducted by trainers who have valid current training certificates from American Heart Association or American Red Cross. Current CPR and First Aid certification is required based on position description.
- (2) Procedures for dental emergencies will be posted in the Nursing clinic and Pre-School class rooms.
- (3) In general, in the event of illness or injury, the nurse or designee will be notified immediately and will assess the situation as to need for further action to include determination of type of first aid necessary and/or referral to the individual’s personal physician or to a medical facility.
- (4) The nurse or designee will immediately notify the individual’s family or court appointed legal guardian in the case of any incident involving illness, injury, or other condition which may require further treatment or observation by parent or person responsible for the individual.
- (5) An incident report will be initiated by staff witnessing the incident according to M.U.I guidelines.
- (6) Preschool staff need to be knowledgeable of individual’s protocols pertaining to

specific medical emergencies.

Hardin County Board of Developmental Disabilities POLICY

Policy Number: N-3	Page: 1	Of: 1
Title: Do Not Resuscitate (DNR) Orders		
Regulatory Authority:		
Effective Date: 6/16/14, 8/17/15, 8/15/16		
Reviewer/Job Title: Support Services Nurse or designee		

DNR (DO NOT RESUSCITATE) ORDER

(A) POLICY STATEMENT

The HCBDD will take all reasonable steps necessary to preserve the life and safety of a person with developmental disabilities until the individual can receive emergency assistance. The HCBDD shall ensure that any DNR (Do Not Resuscitate) orders or advance directives which are a part of an individual's file will be given to emergency personnel and medical personnel when emergency treatment is required.

- (1) If an individual provides a DNR order or Advance Directives to HCBDD:
 - (a) A copy of the DNR order or Advance Directives will be placed in a file in the nursing office;
 - (b) The individual and family/guardian will be educated on HCBDD's policy regarding DNRs and Advanced Directives; and
 - (c) DNR order or Advanced Directives will be updated annually.

(B) DEFINITIONS

“Advance Directives” refers to any type of writing or other evidence which shows the intent of an individual with respect to resuscitative or life-sustaining medical treatment.

“DNR Order” refers to the general category of orders signed by a physician which precludes initiation of resuscitative or life-sustaining treatment.

Hardin County Board of Developmental Disabilities
POLICY

Policy Number: P-1	Page: 1	Of: 2
Title: Personnel – Introduction to Personnel Policies		
Regulatory Authority:		
Effective Date: 3/21/18, 3/17/21, 2/15/22 Review – 1/21/2025		
Reviewer/Job Title: Superintendent or designee		

PERSONNEL
INTRODUCTION TO PERSONNEL POLICIES

A. DISCLAIMER

(1) The policies set forth and adopted within this manual supersede all previous written and unwritten HCBDD personnel policies. These policies have been structured to comply with any applicable laws and agreements. In the event there is a conflict between the matters expressed in this manual and any applicable laws or agreements, the applicable law or full text of the written agreement will prevail.

(2) This manual is not an employment contract, express or implied. It is presented as a matter of information only. Hardin County Board of Developmental Disabilities, hereafter referred as HCBDD reserves the right to modify, revoke, suspend, terminate, or change these policies with or without prior notice. No representative of the HCBDD has the authority to enter into an agreement with an employee that is contrary to the foregoing.

(3) To the extent the HCBDD is not prohibited from doing so by law, the superintendent retains the right to hire, discharge, set compensation, and manage unclassified employees without restriction, and the HCBDD reserves the same rights regarding probationary employees. The HCBDD reserves the right to delete, modify, or amend the policies contained herein or to establish new policies as needed, however, the HCBDD agrees to maintain as much consistency as possible with Hardin County.

B. CONFLICT WITH LAW

(1) The policies and procedures as contained in this manual are subject to all applicable federal and state laws, civil service rules and regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any judicial interpretations. If any article or section of this manual or any amendments thereto shall be held invalid by operation of law or by a tribunal or competent jurisdiction, or compliance with or enforcement of any article or section of this manual shall be restrained by such tribunal, the remainder of this and any amendments thereto shall not be affected and shall remain in full force and effect.

C. **POLICIES**

- (1) This manual contains policies set forth by the HCBDD.
- (2) Policies are defined as the basic rules which guide administrative action for accomplishing an organization's objectives. Comprehensive and clearly defined policies, consistently and fairly administered, are essential to the success of any organization. All personnel charged with the responsibility of administering policy must be thoroughly knowledgeable of its contents. Furthermore, it is essential these policies are administered in a systematic, consistent, fair, and impartial manner.
- (3) Undoubtedly, there will be situations which shall require administrative interpretations of the policies set forth herein. Every effort must be made to ensure that such decisions are made objectively, with the general intent of the policy in mind.
- (4) As conditions shift within the structure, it may be necessary to add, delete, or revise specific policies affected by such change. Updated policies must be issued to all manual holders and communicated to all affected employees.
- (5) This policy manual is a guide to be utilized by management to ensure uniformity and nondiscriminatory application of the conditions of employment.

(D) **OBJECTIVES**

- (1) The HCBDD recognizes that competent, dependable personnel are indispensable to effective organizations.
- (2) The policies and procedures set forth in this manual are designed to:
 - (a) Promote high morale and foster good working relationships among employees by providing uniform personnel policies for advancement, and consideration of employee needs.
 - (b) Maintain recruitment and internal promotional practices which will enhance the attractiveness of a career with the HCBDD, and encourage each of its employees to give his or her best efforts to the HCBDD and the public.
 - (c) Encourage courteous and dependable service to the public.
 - (d) Provide fair and equal opportunity for qualified persons to enter and progress in service based on merit and fitness determined through objective and practical personnel management methods.
 - (e) Ensure that all departmental operations are conducted in an ethical and legal manner to promote the HCBDD's reputation as an efficient, progressive body in the community and the state.
 - (f) Establish standards of performance which are to be applied fairly, consistently, and uniformly.

**Hardin County Board of Developmental Disabilities
POLICY**

Policy Number: P-2	Page: 1	Of: 9
Title: Personnel – Applicability of Personnel Policies		
Regulatory Authority:		
Effective Date: 3/21/18- Review: January 21, 2025		
Reviewer/Job Title: Superintendent or designee		

**PERSONNEL
APPLICABILITY OF PERSONNEL POLICIES**

A. SCOPE OF COVERAGE

- (1) These policies generally apply to all employees employed by HCBDD. Some employees serve in the unclassified civil service (see section 3.3), or occupy positions which have been exempted from the classified service. Such employees serve at the pleasure of the HCBDD. Whenever used in this manual, the Hardin County Board of Developmental Disabilities is defined as the HCBDD. None of these policies establish for employees tenure rights or contractual rights that are not required by law. Although the HCBDD subscribes to these policies, the HCBDD may waive irregularities in policies or procedures.
- (2) These policies supersede any previous conflicting policies. Also, some previous policies may have been deliberately omitted because the HCBDD intends they no longer be in effect.
- (3) To the extent not prohibited from doing so by law, the HCBDD retains the right to hire, fire, set compensation, and manage unclassified and probationary employees without restriction, and the HCBDD retains all such rights regarding classified employees as allowed by law.
- (4) In the event there is a conflict between these policies and procedures and the provisions of a collective bargaining agreement, the collective bargaining agreement shall prevail.
- (5) In the event of a conflict between this manual and any applicable law, the law shall prevail, except where the HCBDD may supersede them and has intentionally done so as a matter of policy.

B. POLICY AMENDMENTS

- (1) The HCBDD may amend, revise, or delete policies by resolution and such amendments shall also apply to all employees of the HCBDD.
- (2) When the HCBDD adopts a new policy or procedure, the policy or procedure shall be reviewed to determine whether it amends, revises, or deletes a section of this manual. If so, the effected manual section shall be entirely rewritten.

(3) The HCBDD shall maintain a master copy of the manual with each of the changes and amendments. An electronic copy of the manual may be utilized by the HCBDD.

(4) Each time the HCBDD amends their manual a copy of the new section shall be given to the Superintendent. The Superintendent shall give a copy of the new section to each supervisor with a hard copy or by electronic means to be added to the manual.

C. DEFINITIONS

(1) Unless otherwise indicated in these policies, the following definitions apply.

“Absent without leave” means a failure to report for work without authorization from the Superintendent or designee to be absent.

“Absenteeism” means the practice of a worker failing to report for work for a period of one (1) or more days or report within the prescribed time when he or she has been assigned to or scheduled for work. Misuse or abuse of sick leave regulations can be considered absenteeism.

“Active pay status” mean that except where otherwise defined in this manual, active pay status is a period when an employee is eligible to receive pay directly from the HCBDD and includes: hours worked, vacation leave, sick leave, holidays, paid administrative leave, compensatory time, paid military leave, and paid court leave. For the purpose of determining overtime or compensatory time for an employee who is eligible for overtime compensation, only hours actually worked count towards the calculation of overtime, unless otherwise specified.

“Classification” means a group of positions that involve similar duties and responsibilities require similar qualifications, and which are properly designated by a common descriptive title indicating the general nature of the work. A class may include only one (1) position in some circumstances.

“Classified employee” means an employee who, after serving a probationary period, may only be disciplined for cause and pursuant to the Ohio Revised Code.

“Compensatory time” means paid time off in lieu of monetary overtime compensation, at a rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked or one (1) hour based upon employment status.

“COBRA” means Consolidated Omnibus Budget Reconciliation Act.

“County” means the county of Hardin, state of Ohio.

“DAS” means the Ohio Department of Administrative Services.

“Department” means a HCBDD organizational unit directed and controlled by the Superintendent.

“Discourteous treatment of the public” means a failure by an employee to treat any member of the general public with respect, in a polite and courteous manner; this would include in person, on the phone, electronic, and in written form.

“Dishonesty” means the disposition to lie, cheat, or defraud; untrustworthiness; lack of integrity.

“Distribution” means an act of distributing goods, materials, and/or written materials or literature.

“Employee” means any person holding a HCBDD position subject to appointment, removal, promotion, demotion, or reduction by the Superintendent.

“HCBDD” means the Hardin County Board of Developmental Disabilities

“Exempt employee” mean an employee determined to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, and who, therefore, does not have to legally be paid the statutory minimum wage and/or to be compensated, at premium rates, for excessive hours worked in the workweek.

“Excused absence” means being absent from work with the approval of the Superintendent or designee (e.g., vacation, holiday, compensatory time, unpaid leave of absence, etc.).

“Flex time” mean an adjustment of an employee's work hours to avoid the employee working in excess of 40 hours in one (1) workweek or any other standard work period established in accordance with the FLSA.

“FLSA” means the Fair Labor Standards Act.

“Failure of good behavior” means the failure by an employee to accept, adhere to, or maintain the expected levels of performance and/or conduct required by the HCBDD.

“Immoral” means contrary to good morals; inconsistent with the rules and principles of morality; harmful or adverse to public welfare according to the standards of a given community, as expressed in law or otherwise.

“Immoral conduct” means conduct which is willful, flagrant, or shameless, and which shows a moral indifference to the opinions of the good and respectable members of the community.

“Incompetency” means a lack of ability, legal qualification, or fitness to perform tasks required of an employee.

“Inefficiency” mean quality of being incapable or indisposed to perform the tasks required of an employee.

“Insubordination” means the state of being unwilling to do the things required of an employee. Refusal to obey an order issued by the employee's administrative supervisor.

“Intoxication” means the condition of a person affected by the use of intoxicating drinks or other substances; the state of one who is under the influence of alcohol or controlled substances. The effect produced upon the person by drinking intoxicating liquors or ingesting another intoxicating substance to such an extent that the normal condition of the

individual is changed and the person's capacity for rational action and conduct is substantially lessened.

“Malfeasance” means the commission of an act which is unlawful; the doing of an act which is wholly wrongful and unlawful; the doing of an act which a person ought not to perform.

“Misfeasance” means the improper performance of some act which a person may lawfully do; the improper doing of an act which a person might lawfully do.

“Neglect of duty” means the omission or failure to do a thing that can be done, or that is required to be done; an absence of care or attention in the doing; an omission of a given act; a designed refusal or unwillingness to perform one's duty.

“Nonexempt employee” means an employee who is entitled to be paid the federal minimum wage and to be paid at the rate of one-and-one-half (1½) times their regular rate of pay for all hours worked in excess of 40 in an established workweek.

“Nonfeasance” means the nonperformance of some act which ought to be performed, omission to perform a required duty at all, or total neglect of duty. "Nonfeasance" means the total omission of an act which a person ought to do.

“Non-work area” means those areas of the HCBDD's property such as the employee's lounge and parking lot, or other areas where no official HCBDD business nor operations are conducted.

“Non-work time” means any time during an employee's workday where the employee is totally relieved of work duties, such as break time or lunch time; whether an employee is in active pay or no-pay status during these times is immaterial to the designation of non-work time.

“OAC” means the Ohio Administrative Code.

“OPERS” means the Ohio Public Employees Retirement System.

“ORC” means the Ohio Revised Code.

“Overtime” means compensation paid to an employee at a wage rate of one and one-half (1½) times the employee's regular rate of pay for hours worked in excess of 40 hours in the established workweek. The HCBDD has elected to compute eligibility for overtime (including compensatory time) based on all hours actually worked.

“Position” means any specific employment, or job calling for the performance of certain duties, and the exercise of certain responsibilities by an individual. All of the slots in the organizational chart constitute the positions within the department. The arrangement of these positions under different supervisors, sections, or crews constitute job assignments. Positions can be rearranged or reassigned, but the employee's classification remains the same unless reclassified.

“Probationary period” means a period of time, as defined in the HCBDD position description, at the beginning of an original appointment or immediately following a promotion, which constitutes a trial or testing period for the employee, and during which

he may be terminated (in case of original appointment) or reduced (in case of promotion). (Applies to classified appointments only.)

“Promotion” means the movement of an employee from one position to a vacant position which is assigned to a different classification and a higher pay range, or higher salary where pay ranges do not exist. For the purposes of this definition, a higher pay range is determined by comparing the step one rates of the relevant pay ranges.

“Reduction” means a change of the classification held by an employee to one having a lower base pay range, a change to lower step within a salary range, or any decrease in compensation for an employee. For purposes of layoff, a "reduced employee" is one serving in a classification lower than the one from which the employee was laid off or displaced.

“Registry Check” means an effective, time-saving tool that allows employers to conduct pre- and post-hiring checks of employees in six required registers.

“SERB” means the State Employee Relations Board.

“SPBR” means the State Personnel Board of Review.

“Seniority” means the uninterrupted length of continuous service with the HCBDD. No employee shall acquire HCBDD seniority rights, however, until he has been continuously employed by a department for 180 calendar days, unless otherwise provided by law. An authorized leave of absence does not constitute a break in service, and seniority time continues to accumulate during the term of the approved leave, provided that the employee complies with the rules and regulations governing his or her leave of absence.

For the purposes of layoffs, seniority is defined as a continuous service with the county, state, state-supported college or university, or health district within Ohio so long as a break in service does not occur. “Break in service” means an employee has had a separation from service of 31 days or more. An authorized leave of absence or any separation from service that carries with it the right to reinstatement, or reemployment as a result of a reduction in force (RIF), shall not constitute a break in service, provided the employee is reinstated or reemployed within the allowable time. The time the employee was separated shall not be counted toward the calculation of retention points for continuous service.

Employees who are reinstated from layoff within one (1) year of the RIF date will retain previously accumulated seniority, but will not be credited with seniority for the time spent on RIF.

Seniority for the purposes of determining retirement benefits is defined by the provisions of the retirement system in which the employee participates.

For all other purposes other than those specified above, seniority shall be defined as set forth in the provisions of the Ohio Revised Code.

“Sick leave abuse” means the use of sick leave for any purpose other than as provided by applicable law: calling in sick when the employee is able to work; reporting illness in the immediate family when such illness does not exist; reporting off sick to participate in

some other activity or take care of personal business; setting a pattern of reporting off sick on certain days of the week or following regular days off over an extended period of time; failure to follow the rules and regulations regarding use of sick leave and reporting procedures.

“Solicitation” means an act of requesting an individual to purchase goods, materials, or services, or a plea for financial contribution.

“State service” includes states, counties, and general health districts. State service does not include cities, city health districts, or city school districts (see "Service of the State").

“Supervisor” means an employee appointed by the Superintendent to direct and have responsibility over a group of employees or a department.

“Suspension” means relieving an employee from duty without pay as a disciplinary measure aimed at improving the employee's conduct. A pre-disciplinary conference must be held prior to issuing a suspension. (See *Pre-disciplinary Conference*, and *Guidelines for Disciplinary Action and Penalties*.)

“Transfer” means the movement of an employee from one (1) position to another where there is no change in level of responsibility, classification, or salary.

“Unclassified service” means the civil service status of employees appointed without competitive examination to positions that are not subject to the discipline or removal provisions contained in the Ohio Revised Code. This includes employees who receive intermittent, or temporary appointments pursuant to the Ohio Revised Code, those employees appointed to administrative staff positions for which the Superintendent is given specific statutory authority to set compensation, and the deputies and assistants of elective or principal executive officers authorized to act for and in the place of their principals or holding a fiduciary relation to their principals, clerical and administrative support employees exempted pursuant to the Ohio Revised, and other positions specifically exempted pursuant to the Ohio Revised Code. Such employees serve at the pleasure of the Superintendent.

“Vendor” means any individual or group engaged in or desiring to engage in the supply of goods, materials, or services to the HCBDD and/or its employees, which goods, materials, or services are utilized in the conduct of public business.

“Verbal warning” means the discussion a supervisor holds with an employee in which the supervisor disciplines the employee for his or her conduct and impresses upon him or her the need for improvement. This method of discipline can eliminate misunderstandings immediately and set and maintain desired standards of conduct and performance. A notation of date, time, and reason for a verbal warning must be kept in the employee's personnel file by the Superintendent designee. In the event the conduct of the employee does not improve, more severe disciplinary action is required.

“Work area” means any office, room, vehicle, equipment, work site, or physical location where official HCBDD business is transacted and/or operations of the HCBDD are being conducted.

“Work time” means all the time when an employee's duties require that the employee be engaged in work tasks, not including meal periods, scheduled breaks, and time before or after work.

“Working suspension” means a disciplinary action in which an employee is required to report to work and receive compensation, but such period shall be recorded as a suspension.

“Workweek” means seven (7) consecutive 24-hour periods.

“Written reprimand” means a written record of disciplinary action, usually issued after a verbal reprimand has failed to improve an employee's conduct. It is placed in the employee's personnel file and remains part of the employee's record.

(D) DISSEMINATION

(1) The HCBDD has the exclusive right and authority to create and issue policies and procedures.

(2) All employees shall be required to be familiar with the policies and procedures contained in this manual.

(3) All supervisory personnel responsible for administering policy shall receive or have electronic access to and be thoroughly familiar with this manual, administer each policy contained herein, and ensure that subordinate personnel do likewise.

(4) This manual shall remain the exclusive property of the HCBDD and shall be surrendered upon request. Unauthorized reproduction is prohibited.

(5) The Superintendent or designee shall make and distribute a copy (hard copy or electronic) of the policy manual and corresponding procedure documentation to each of the department heads and maintain a list of each department head receiving a copy and the date issued.

(6) Department heads shall make and distribute a copy (hard copy or electronic) of the Policy manual and corresponding Procedure's documentation to each of their supervisors and maintain a list of each supervisor receiving a copy.

(7) The HCBDD will require each employee to sign an acknowledgment (or the electronic equivalent) evidencing that he or she has been given notice of the existence of these policies and has been informed of the right to review them.

(E) VOLUNTEERS

(1) The HCBDD believes that volunteers provide a valuable service for persons with a developmental disability. The time and talents offered by volunteers greatly enhance and enrich the quality of services provided by the HCBDD.

(2) The Board encourages the growth of the volunteer program and recognizes individuals in the following categories as current or potential volunteers:

- (a) Parents/guardians and other family members;
- (b) Staff (during non-working hours); must be unrelated to job duty;
- (c) Members of specialized volunteer programs (i.e. foster grandparent program, high school class projects, scouting groups);
- (d) Students sponsored by the local colleges and universities in a capacity as a student teacher, intern, or practicum students;
- (e) Interested citizens; and
- (f) Service/civic organizations.

(3) A volunteer must have completed standard admittance procedures and obtain written parental permission if under 18 years of age. All volunteers must be at least sixteen (16) years of age and for persons between the ages of 16 - 18 years shall have the volunteer waiver signed by the parent/guardian.

(4) Volunteers shall provide services which are based on the needs of individuals served, on staff requests, and on the volunteer's skills, abilities, and experiences. Persons providing volunteer services will do so under the supervision of professional staff. At no time will a volunteer act in lieu of staff or be assigned to work involving confidential information and/or information protected by HIPAA.

(5) Procedures for recruitment, selection, training, assignment/evaluation, recognition, and termination of volunteers will be developed and disseminated to all volunteers and staff.

(6) Volunteers will be recruited to provide direct service for enrollees and indirect supportive services. Persons who volunteer may do so during regularly scheduled program hours and during extra-curricular events sponsored by the Board.

(7) Persons are expected to apply for volunteer status through the proper building authority and to be formally accepted and oriented as a volunteer prior to beginning their volunteer experience. Any person acting without such recognition will be considered a "visitor" and, as such, will be subject to the policies and procedures of the Board regarding "visitors".

(8) Volunteers shall comply with applicable Board policies (i.e. behavior management, individual rights). Volunteers are not authorized to act as representatives of the Board.

(9) Volunteers shall be enrolled in a background and registry check for up to five (5) years.

(10) The Communication, Family and Outreach Coordinator shall establish procedures to implement this policy.

(F) VOLUNTEER POLICY DEFINITIONS

(1) Unless otherwise indicated in these policies, the following definitions shall apply:

“Volunteer” means any person providing assistance to HCBDD programs through its formal, volunteer program without payment for services rendered. This includes, but is not limited to community members, university students, etc.

“Staff Volunteer” means a HCBDD staff who volunteer in the program during non-working hours in non-work related activities. Non-exempt staff are not permitted to volunteer in positions which constitute similar duties under federal wage/hour regulations.

“Level I Volunteer” mean a volunteer who is only involved one (1) time in a special event per month. (I.e. trip to zoo, trip to pumpkin patch, fundraising event). Volunteer shall be in the presence of a HCBDD Staff member at all times.

“Level II Volunteer” means a volunteer who may or may not have direct contact with a Hardin County Board of DD enrollee. Level II Volunteers assist the Board on regular basis. Volunteering in excess of eight (8) hours in any one- month period. Shall be required to have Substance Abuse Screening and BCII Check.

“Group Volunteers” means any organization that provides direct service support to the HCBDD.

“B.C.I.I. Check” means the Bureau of Criminal Identification and Investigation screening for Level volunteers. Costs paid for by the Board.

“Rapback/ARC” are computer software programs that enroll an individual in a background and registry check which will notify HCBDD if pertinent information is attached to an enrolled individual’s name.

“Registry Checks: – Rapback/ARC are the software programs HCBDD utilizes to ensure all staff and volunteers adhere to HCBDD employment and volunteer requirements.

“Similar Duties” means the duties which are the same under federal wage/hour standards but which may be titled differently (i.e. teacher, job coach and teacher’s assistant) in HCBDD job descriptions.

“Substance Abuse Screening” means the screening required of all HCBDD staff and Level II Volunteers. Fees for substance abuse screening under this section shall be paid by the HCBDD and conducted by an agency designated by the HCBDD.

Hardin County Board of Developmental Disabilities POLICY

Policy Number: P-3	Page: 1	Of: 5
Title: Personnel – Management Authority & Status		
Regulatory Authority:		
Effective Date: 3/21/18 Review: January 21, 2025		
Reviewer/Job Title: Superintendent or designee		

PERSONNEL MANAGEMENT AUTHORITY & STATUS

(A) MANAGEMENT AUTHORITY

(1) The Superintendent maintains the authority to establish, interpret, and administer policies, to set compensation in accordance with the HCBDD approved compensation plan. The HCBDD shall be consistent with all state and federal laws, and applicable agreements. These policies include, but are not limited to:

- (a) To manage and direct employees including the right to select, hire, promote, transfer, assign, evaluate, lay off, or to reprimand, suspend, discharge, or otherwise discipline according to law;
- (b) To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- (c) To determine goals, objectives, programs, and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- (d) To determine the size and composition of the work force, and the organizational structure;
- (e) To determine the hours of work and work schedules required to most efficiently operate;
- (f) To determine when job vacancy exists, the duties to be included in all classifications, and the standards of quality and performance to be maintained;
- (g) To determine the necessity to schedule overtime and the amount required thereof;
- (h) To maintain the security of personnel and financial records and other important data or information;
- (i) To maintain and improve the efficiency and effectiveness of the operations;

(j) To determine and implement necessary actions in emergency situations;
and

(k) To enforce ethics laws.

(2) The exercise of any such right, power, authority, duty, or responsibility by and the adoption of such rules, regulations, or policies as may be deemed necessary, shall be limited only by the specific express terms of applicable law and any contractual agreement with employees under Ohio's collective bargaining law and also by the HCBDD's approved budget appropriations.

(B) EMPLOYEE STATUS

(1) The Superintendent shall set the hours to be worked for both full-time and part-time employees. The Superintendent or designee shall notify the auditor of such designation.

(2) Full-time employees, part-time employees and limited scheduled employees (HLC) working at least 20 hours per week shall be entitled to all benefits provided by the HCBDD including sick leave, vacation, funeral leave, civil leave, military leave, holiday pay, and other benefits as explained in this policy manual. Only those employees working an average of 30 hours per week will be eligible for insurance offered by HCBDD.

(3) Temporary, part-time working less than 20 hours per week, seasonal, and intermittent employees shall be entitled to only sick leave, civil leave, funeral leave, and holidays as outlined in policy P-6, and military leave.

(4) If a part-time, temporary, seasonal, student, or intermittent employee works at least 40 hours per week for more than six (6) continuous months, will be granted a change of status. The decision to grant the change of status shall be left to the discretion of the superintendent.

(C) CLASSIFIED AND UNCLASSIFIED EMPLOYMENT

(1) All HCBDD employees are presumed to be classified civil servants unless the position they occupy has been exempted from the classified service by a lawful request of the Superintendent, or by operation of law. After completion of the probationary period as defined in the position description, classified employees may only be disciplined for cause, and by following the procedures set forth in Chapter 124 of the Ohio Revised Code, the rules and regulations of the State Personnel Board of Review (SPBR), and applicable rules of the Department of Administrative Services. Classified status does restrict an employee's ability to participate in partisan politics (see Political Activity).

(2) Some HCBDD employees are in the unclassified civil service, and serve at the will of the Superintendent. Some unclassified employees are those persons employed by and directly responsible to the superintendent, and who hold a fiduciary or administrative relationship to such official, as defined in the Ohio Revised Code. Other unclassified employees may be exempted by other operation of law. Unclassified employees are not

prohibited from partisan political activity on their own time and away from areas in public buildings where official business is transacted or conducted.

(3) Some employees may be classified civil servants who occupy positions which have been exempted from classified service. Such employees shall maintain the same civil service protection as employees who occupy positions which have not been exempted. However, the next person to accept the unclassified position will serve in the unclassified service, providing the Superintendent informs him or her, in writing, that he or she is accepting an unclassified position as a condition of employment.

(4) Employees appointed to positions on a temporary or intermittent basis are unclassified and serve at the pleasure of the Superintendent and therefore have no right to appeal any suspension or removal to the State Personnel Board of Review.

(5) The Superintendent may file to unclassify a position through one (1) of the following legal exemption justifications:

- (a) A personal exemption;
- (b) A fiduciary exemption; and/or
- (c) Any of the other relevant exemptions of the Ohio Revised Code

(6) Personal Exemptions: The Superintendent wishing to request a personal exemption files the appropriate documentation within 90 days after appointment of an employee to an unclassified position with the State of Ohio Department of Administrative Services (DAS). If exemptions have not been designated by the Superintendent or designee, the exemptions previously designated and in effect under this provision shall be considered the exemptions claimed. Such documentation must include:

- (a) A cover letter expressing the Superintendent's desire to request approval of a personal exemption for the specified position. This letter will also include the incumbent's name and class title;
- (b) A document which designated the position as exempt, signed by the Superintendent;
- (c) A document signed voluntarily by the incumbent of the exempted position exempting himself or herself from civil service protection. Note that this action is entirely voluntary on the incumbent's part. If he or she chooses not to sign this document, he or she will continue in his or her classified status, but in an exempted position. In this case, an alternate document should be signed by the employee indicating that he or she understands that the position he or she occupies has been exempted, however, he or she chooses to remain a classified employee. In the alternative, written notice may be given to the employee notifying the employee of his or her status as a classified employee in an exempt position;

- (d) A position description outlining the position's duties, responsibilities, and minimum qualifications. The position description must be signed by the Superintendent; and
 - (e) A table of organization reflecting the department's current reporting relationships.
- (7) Upon receipt of the above documents, the Department of Administrative Services will notify the HCBDD in writing that his or her request was received.
- (8) Fiduciary and Administrative Exemptions: The Superintendent wishing to request a fiduciary exemption may file the appropriate documentation any time during his or her contract to the Department of Administrative Services. Such documentation must include:
- (a) A cover letter expressing the Superintendent's desire to request approval of a fiduciary exemption for the specific position. The letter should state that the position reports directly to the Superintendent, and performs substantially administrative, fiduciary, and policy-making duties. This letter will also include the incumbent's name and class title;
 - (b) A position description outlining the duties, responsibilities, and minimum qualifications of the position. Such description must reflect a fiduciary relationship to the Superintendent. The position description must also be signed by the Superintendent; and
 - (c) A table of organization reflecting the department's reporting relationships. It must also reflect the requested exempted position reporting directly to the Superintendent.
- (9) Upon receipt of the required documents, DAS will notify the Superintendent that his or her request was received.

Hardin County Board of Developmental Disabilities POLICY

Policy Number: P-4	Page: 1	Of: 19
Title: Personnel – EEO & Employment		
Regulatory Authority:		
Effective Date: 3/21/18 ; 6/15/21 , 1/21/25		
Reviewer/Job Title: Superintendent or designee		

PERSONNEL EQUAL EMPLOYMENT OPPORTUNITY & EMPLOYMENT

(A) EQUAL EMPLOYMENT OPPORTUNITY

(1) The HCBDD is an equal opportunity employer. No personnel decisions concerning any term or condition of employment shall be based upon race, color, religion, sex, national origin, age, military status, ancestry, disability, or genetic information except where such criteria constitutes a bona fide occupational requirement.

(2) The HCBDD will have a designated EEO Coordinator. The EEO Coordinator is responsible for providing information regarding anti-discrimination laws to employees and others, and for reviewing and resolving complaints involving alleged discrimination.

(3) The EEO Coordinator shall be responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity, including training. The Superintendent and department heads/supervisors shall maintain responsibility for their actions in regard to offering equal opportunity to each department employee or job applicant and for attempting to resolve discrimination complaints within their respective departments not personally involving the department head.

(4) No inquiry shall be made as to religious, racial, or ethnic origin of an applicant, except as necessary to gather equal employment opportunity or other statistics that, when compiled, will not identify any specific individual. Disclosure of this information by the employee is a voluntary action on the applicant's part.

(B) AMERICANS WITH DISABILITIES ACT

(1) The HCBDD supports the intent and purposes of the Americans with Disabilities Act (ADA), as amended from time to time, and will not discriminate against qualified individuals with disabilities because of the disability of such individual in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment. The HCBDD will provide a

reasonable accommodation to qualified individuals with disabilities who are employees or applicants for employment, unless to do so would cause an undue hardship.

(2) The EEO Coordinator is responsible for providing information about the ADA to employees and others, and for reviewing and resolving complaints involving alleged discrimination against the disabled.

(C) DISCRIMINATORY HARASSMENT

(1) It is the policy of HCBDD to maintain an environment free from all forms of discrimination, including gender-based discrimination due to sexual harassment. In order to maintain this environment, discriminatory harassment, whether committed by supervisors, coworkers, or members of the public, is strictly prohibited.

(2) Definition: Discriminatory harassment is any type of harassing conduct that is based upon an employee's race, color, sex, national origin, age, religion, military status, ancestry, disability, genetic information, or other protected activity as defined by law. Sexual harassment, which is a form of sex discrimination, includes, but is not limited to, the following:

- (a) Repeated unwanted and/or offensive sexual flirtations, advances, or propositions;
- (b) Repeated verbal abuse of a sexual nature;
- (c) Graphic or degrading verbal or written comments about an individual, the individual's appearance, or the individual's sexual orientation; and
- (d) The display of sexually suggestive objects, pictures, or the display of same through other media;
- (e) The implication or threat that an employee's or applicant's employment, assignment, compensation, advancement, career development, or other condition of employment will depend on the employee or applicant's submission to sexual harassment in any form; and
- (f) Any offensive, abusive, or unwanted physical contact.

(3) Responsibility:

- (a) It is the responsibility of all employees to aid the HCBDD in maintaining a work environment free from discrimination, including sexual harassment. Therefore, it is the responsibility of each employee, including supervision and management, to immediately report any instances of discriminatory harassment to the proper authority (see reporting procedure below). Any employee who observes any conduct that may constitute discriminatory harassment of a coworker, but fails to report same, may be subject to disciplinary action. Moreover, any employee who receives a complaint alleging conduct which may constitute discriminatory harassment of any

county employee, but fails to report same, may be subject to disciplinary action.

- (b) It is further the responsibility of each supervisor to ensure that all employees who report to the supervisor are aware of the policy against discriminatory harassment, that they are aware of the complaint and reporting procedures, and that they are aware of the consequences of engaging in discriminatory harassment.
 - (c) It is the responsibility of management to maintain an environment free from discriminatory harassment. Management shall ensure that its supervisors are sufficiently trained in recognizing discriminatory harassment, the complaint and reporting procedures, the proper methods of investigating complaints of discriminatory harassment, and the disciplinary procedure regarding discriminatory harassment.
 - (d) Management shall also ensure that all employees are aware of this policy and will ensure that all employees receive sufficient training to maintain an environment free from discriminatory harassment. Additionally, each newly-hired employee will receive training in this policy as a part of their employee orientation.
 - (e) Each employee will be granted access to HCBDD Policy and Procedure documentation
- (4) Procedure:
- (a) Once a complaint of discriminatory harassment has been received, or an instance of discriminatory harassment has been reported, the complaint shall be immediately forwarded to the Superintendent or designee for investigation (see reporting procedure below). The Superintendent or designee shall then immediately investigate the matter in accordance with the investigation procedure. The complaining employee and/or the reporting employee will be informed of the results of the investigation.
 - (b) If, after a thorough and prompt investigation, it is determined that discriminatory harassment has occurred, the employee who has been found to have committed discriminatory harassment will immediately be disciplined in accordance with the disciplinary procedure for discriminatory harassment. The complaining and/or reporting employee(s) will be informed of the results of the disciplinary procedure.
 - (c) If, after the investigation, it is determined that no discriminatory harassment occurred, or that there is insufficient evidence to determine whether or not discriminatory harassment has occurred, the complaining employee and/or reporting employee will be informed of same.

- (d) The HCBDD will make every effort to keep the complaint confidential, except as required by law and as may be reasonably necessary to successfully complete the investigation.
- (e) The HCBDD will protect, as much as possible, employees involved as part of the investigation, from retaliation.

(5) Complaint Procedure: Any employee who believes that he or she has been the subject of discriminatory harassment, and/or any employee who has witnessed an incident, or incidents, of discriminatory harassment, shall report the matter to the Superintendent or designee immediately. There will be no reprisals against any employee for making a report as provided in this section.

(6) Reporting Procedure:

- (a) Any employee who believes that he or she has been the subject of or witness to discriminatory harassment should immediately report the alleged act(s) to his/her immediate supervisor or the Superintendent designee.
- (b) If there is no one in the office or department to which the employee can report the alleged act(s) (for example, the immediate supervisor, member of management, or the Superintendent is the subject of the complaint), the employee should report to the Board President or county prosecutor. If the county prosecutor is the subject of the complaint, the employee should report the matter to the HCBDD Superintendent.
- (c) The employee alleging discriminatory harassment shall complete a written complaint provided for that purpose. The employee should provide:
 - (i) The employee's name;
 - (ii) The name of the subject of the complaint;
 - (iii) The act(s) complained of;
 - (iv) The date(s) of the act(s);
 - (v) Any witnesses to the alleged and
 - (vi) The remedy the employee is seeking.
- (d) If the employee alleging discriminatory harassment is unwilling to complete the complaint, the matter should be addressed under the "duty to report" section and the written complaint completed by the person to whom the verbal complaint was made.
- (e) This form should be completed by the employee as soon as possible. A copy of this form should be forwarded to the Superintendent. If it is alleged that the Superintendent is the subject of the complaint, then a copy of this written complaint should be sent to the Board President or county prosecutor.

(7) Investigation:

- (a) After the written complaint form has been completed, the complaint will promptly be investigated by the Superintendent or designee. If the Superintendent is the subject of the complaint, the investigation shall be conducted by the county prosecutor or designee. Notwithstanding, the EEO Coordinator and/or county prosecutor shall be notified of any such complaint.
 - (b) The HCBDD may place the charged party on paid administrative leave pending the investigation.
 - (c) If the investigation reveals that the complaint is valid, prompt remedial action will be taken to end the harassment immediately.
 - (d) Any employee who is found, after appropriate investigation, to have engaged in discriminatory harassment of another employee or a member of the public shall be subject to disciplinary action, up to and including termination.
- (8) Any employee who is found, after appropriate investigation, to have maliciously or intentionally filed a false claim of discriminatory harassment of another employee or member of the public shall be subject to disciplinary action, up to and including termination.

(D) EQUAL EMPLOYMENT OPPORTUNITY/ADA/ANTI-DISCRIMINATION COMPLAINT PROCEDURE

- (1) Any person may file a complaint if they believe that another person has illegally discriminated against them under any local, state, or federal anti-discrimination law, including a violation of the ADA or conduct involving sexual harassment.
- (2) All complaints alleging illegal discrimination shall be filed on the EEO complaint form. This form shall be filed as soon as possible.
- (3) The EEO Coordinator shall investigate all complaints and respond to the complainant within 10 working days of the filing. If the complainant is not satisfied with the EEO Coordinator's response, he or she may file a complaint with the Superintendent or designee. The Superintendent or designee will investigate and respond within 10 working days of the filing. "Working days" are scheduled workdays for employees, business days for non-employees.
- (4) When reviewing complaints alleging a violation of the ADA, as may be amended from time to time, the EEO Coordinator and the Superintendent or designee, if applicable, will determine whether the complainant is a "qualified person with a disability," whether the HCBDD may have discriminated against the complainant, and if so, whether the HCBDD can "reasonably accommodate" the complainant or otherwise resolve his or her complaint.
- (5) Any employee who has been found by the Superintendent or designee, after appropriate investigation, to have committed an act of illegal discrimination against another employee, job applicant, or other person will be subject to appropriate disciplinary action.

(6) The general public (non-employees) found to have committed an act of illegal discrimination against an employee will be dealt with appropriately by law.

(E) VACANCIES: ANNOUNCEMENTS AND APPLICATION

(1) Vacancies in positions above the lowest classification in a classification series shall be filled, insofar as it is practicable, by promotion of qualified current employees.

(2) The Superintendent or designee shall post positions internally and may also post available positions externally. Positions shall remain posted for a minimum of five (5) business days. Exceptions can be made in those cases where an employee is eligible for reinstatement from layoff to the vacant position.

(3) An internal posting is an employment posting that is posted and maintained in HCBDD buildings. An external posting is an employment posting that is posted and advertised outside of HCBDD buildings. When a position is posted internally, current HCBDD employees will be given sole consideration for the position.

(4) Each announcement, insofar as practicable, shall specify the title, salary range, nature of the job, required qualifications, type of selection procedure to be used, and the deadline for and method of application.

(5) During the five (5) business day posting period, any employee wishing to apply for the vacant position shall submit their interest in writing to the Superintendent or designee.

(6) The Superintendent or designee shall not be obligated to consider any applications submitted after the close of the posting period.

(7) An application must be properly completed and submitted before an applicant will be considered for employment.

(8) The Superintendent or designee is responsible for documenting that the person selected for employment is legally authorized to work in the United States.

(9) Unclassified appointments are exempt from this section.

(F) EVALUATION OF APPLICANTS

(1) The Superintendent or designee shall evaluate all job applicants. Applicants must submit to reference checks, interviews, background checks, and/or other job-related evaluation procedures. An applicant shall be required to provide any non-medical information, upon request, insofar as such information is job-related.

(2) The HCBDD may also require a selected applicant to pass an appropriate examination as a condition of employment to determine whether the applicant can physically and/or mentally perform the essential functions of the job, with reasonable accommodation where necessary. Upon a conditional offer of employment, tests to determine current use of illegal drugs and alcohol that may affect the applicant's ability to perform the duties of the job in question may be conducted.

(G) BASIS FOR SELECTION/DISQUALIFICATION

- (1) Appointments to vacant positions, either from internal promotion or selection from outside job applicants, shall be made based solely on the applicant's knowledge, skills, and abilities, and other job-related practical selection methods.
- (2) An applicant shall be eliminated from consideration if he or she:
 - (a) Does not possess the knowledge, skills, and abilities necessary to effectively perform the duties of the vacant position;
 - (b) Has made a false statement of material fact on the application form or supplements thereto;
 - (c) Has committed or attempted to commit a fraudulent act at any stage of the selection process;
 - (d) Is an alien not legally permitted to work; and
 - (e) Has been previously terminated for just cause except in unusual circumstances to be determined by the Superintendent or designee after review with the previous supervisor.
- (3) An applicant may be eliminated from consideration upon other reasonable and legal grounds relating to job requirements.
- (4) If an employee is hired and it is subsequently learned that any of the above disqualifying criteria apply, the employee may be terminated.
- (5) The Superintendent or designee is responsible for documenting that the person selected for employment is legally authorized to work in the United States (see section 4.17). All I-9 forms must be maintained in a file separate from the employee's personnel records.
- (6) Once the applicant is hired as an employee, the Superintendent, department head, or designee must provide a position description within 30 days to any such employee who is newly hired and unclassified.

(H) PHYSICAL EXAMINATIONS OF APPLICANTS FOR HIRE OR PROMOTION

- (1) HCBDD requires a physical examination for all employees before beginning work as a teacher, classroom assistant, other school related positions, maintenance staff, Special Olympics staff and nurses. All HCBDD staff are required to have a drug screen prior to employment and at will. HCBDD will only require the physical examination after selecting preferred applicant or applicants for appointment. Physicals are not required on a regular basis thereafter.
- (2) If the HCBDD requires an employee or applicant to take a medical examination, the HCBDD will pay for the cost of that examination.

(3) The Superintendent's designee shall select the licensed practitioner to administer the examination and shall pay the cost. Applicants may obtain, with approval of the Superintendent, a waiver of the medical examination requirement for the following reasons:

- (a) Verified religious opinion or affiliation; and
- (b) Reinstatement within one (1) year of separation.

Any applicant requesting to waive the examination requirement for one (1) of the above reasons shall submit a written affidavit describing the applicant's state of health at the time of employment.

(4) After hire, employees may be legally required to submit to medical examinations for certain purposes during their period of employment with the HCBDD. Such an examination is intended to ensure that the incumbents continue to be physically and mentally able to perform the duties of their position. Examples include examination to certify eligibility for family and medical leave or other leaves of absence, examination to assess eligibility for workers' compensation, examination required by occupational safety and health programs, etc. A medical examination may also be required to determine an employee's ability to return to work following a medically related leave of absence.

(5) The Superintendent or designee shall include GINA (Genetic Information Nondiscrimination Act) "safe harbor" language directed to the health practitioner conducting the medical examination.

(I) SAFE LIFTING

(1) The purpose of the safe lifting policy is to maintain a healthy work environment and minimize the risk of injury to consumers and staff, it is the policy of the HCBDD that all staff shall use the safest techniques and equipment available when performing job related tasks involving lifting or transferring.

(2) All staff are required to perform the essential functions of their positions. An employee physical may be required of all new employees to determine physical ability to perform job requirements.

(3) In the event that a staff person is temporarily unable to perform the duties required by the job due to work related injury involving lifting and transfer, medical documentation must be provided indicating extent of the injury, work restrictions and/or limitations. Attempts will be made to reasonably accommodate and place the injured staff person in a temporary transitional duty assignment until he or she receives a full release to return to normal work assignments.

(4) All staff will be trained in proper body mechanics, injury prevention, and approved methods of safely lifting and transferring objects and individuals. Approved safe lifting and transfer training will be provided, and documented for the employee's personnel training file. Employees will be trained in approved techniques for the manual transfer of persons or objects and in the use of mechanical lifting devices prior to actual performance of tasks

requiring lifting and transfer of individuals or objects as it relates to specific job responsibilities.

(5) All staff will sign a statement of understanding and compliance with the Safe Lifting and Transferring policy during orientation. This statement and documentation of training will be maintained in employee personnel files.

(6) Prior to using a mechanical lifting device on an individual, staff must be trained on the use of the device and provide a satisfactory return demonstration. Annual skills checks may be required to demonstrate competency in the use of the equipment. Additional individual specific training will be provided as needed to ensure safety of the individual and assisting staff.

(7) Staff will use approved manual transfer techniques, mechanical lifting devices and other approved aids in accordance with instructions and training. Program supervisors or managers will periodically assess staff members' knowledge and consistent use of approved lifting and transfer techniques. In addition to protecting the individuals they are assisting, according to the Ohio Revised Code, it is the duty of staff to take reasonable care of their own health and safety as well as that of co-workers. Non-compliance with approved lifting and transfer techniques will indicate a need for retraining. Repeated non-compliance will lead to disciplinary action.

(8) Unusual or emergency situations may occur where persons who normally require use of a mechanical device or other aids for transfer may need to be assisted manually. Staff will use their best judgment in determining how to safely transfer the individual using the resources available. Staff will not be disciplined for failing to use mechanical equipment or other aids in situations that have been determined to be an emergency with no viable alternative available.

(9) An adult individual or child who requires more than minimal assistance, meaning the individual is able to complete at least 75% of the effort required for movement and assistance provided is less than 25% of the required effort for movement, with ambulation or transferring for personal care will be assessed by an occupational or physical therapist. Appropriate assessments will be completed with recommendations for safe lifting and/or transferring prior to staff being required to assist the individual. Minimal assistance is defined as providing a light amount of assistance in balancing, steadying, shifting, or guiding an individual who can perform most of the task independently.

(10) If the need and type of assistance is clearly identified by previous assessment or is obvious due to the needs of the individual, initial and/or further assessment may be waived by the individual's team and the assistance required for safe lifting and transferring of the individual can be incorporated into the ISP or IEP and used immediately by staff.

(11) A staff member may request an assessment by a physical or occupational therapist by utilizing the Request for Services Referral process for an individual already enrolled in HCBDD programming. Reasons for referral include but are not limited to:

- (a) If there is a question about whether the level of assistance required for transferring an individual exceeds more than minimal assistance due to change in health status or ability;
- (b) When staff have a concern that the current method used to lift or transfer an individual may be causing or potentially cause discomfort or injury to the individual or staff;
- (c) There has been an occurrence of at least one incident where either the individual or staff were injured while staff was lifting or transferring an individual;
- (d) It is the recommendation of the individual's team or Safety Committee that an evaluation is needed;
- (e) Once it is determined that an OT/PT assessment is needed, the Service and Support Administrator (SSA) will request approval from the individual or guardian for an assessment to be completed; and
- (f) Written OT/PT recommendations for specific routine procedures and the type of equipment to be used for safe lifting and transfers will be forwarded to the team for incorporation into the ISP, IEP, and/or Nursing Plan of Care. Staff will follow procedures for lifting and transferring prescribed by the occupational or physical therapist and listed in the individual's plan.
- (g) Mechanical lifting devices and other equipment/aids that have been recommended by OT/PT evaluations will be available for staff use to the extent possible within the budget.
- (h) Mechanical lifting equipment will be cleaned regularly and stored in a safe manner that is easily accessible to staff. Equipment will be serviced regularly and kept in proper working order. Maintenance will be provided by the Facilities staff if appropriate, by the equipment manufacturer, or by an agency contracted by the Board to service the equipment. Staff members are to report malfunctioning equipment immediately to their supervisor or manager

(J) TRANSFER

(1) A transfer is defined as the movement of an employee from one (1) job to another where there is no change in level of responsibility, classification, or salary. There are two types of transfer:

- (a) Intra-departmental transfer: A transfer from one (1) position to another bearing the same classification title within the UCBDD is considered an intra-departmental transfer.
- (b) Inter-departmental transfer: A transfer from one (1) position to another bearing the same classification title between one (1) superintendent's office and another superintendent's office is considered an inter-departmental transfer.

(2) Requests for transfer will be granted based upon the needs of the departments' availability of positions and the approval of the affected appointing authorities.

(K) TEMPORARY ASSIGNMENTS

(1) A temporary assignment is defined as the assignment of an individual employee to a classification different from his or her own, which has substantially different duties than the employee would normally perform. A temporary assignment shall be made by the Superintendent or designee to meet the operational needs of the department due to illness, emergencies, or special circumstances, and shall not be done for disciplinary purposes.

(2) All temporary assignments of classified employees shall be accomplished by a written letter of assignment delivered to the employee with copies to the auditor (if a pay adjustment is necessary).

(3) Classified employees temporarily assigned to a position with a higher rate of pay for more than 10 consecutive workdays shall receive the lowest rate of pay for that position which represents an increase in pay to the employee, beginning on the eleventh (11th) consecutive workday. This temporary increase in pay does not apply to employees who are actively involved in training.

(4) Classified employees temporarily assigned to a position with a lower rate of pay shall continue to receive their current rate of pay.

(L) PROMOTION

(1) It is the policy of HCBDD to train and develop entry level employees for promotion to higher level classifications, whenever possible.

(2) Factors to consider for promotion include an employee's completion of required training courses, general performance evaluation ratings, and the employee's knowledge, skills, and abilities to perform the essential functions of the vacant position.

(3) Employees accepting promotions to a classified position will be required to successfully complete a probationary period.

(4) All promotions must be made in accordance with the HCBDD equal employment opportunity policy as set forth in policy.

(M) TRAINING

(1) The Superintendent or designees shall ensure that both probationary and non-probationary employees receive sufficient training to effectively perform their jobs to the prescribed performance level. New employees will be provided with personnel policy and procedure requirements and will receive a complete tour of their department in order to acquaint the employee with the facilities and work rules.

(2) The Superintendent or designee shall periodically examine current and proposed training programs to ensure the program's relevance to both the individual employee and organizational training needs.

(3) Employees may be required to attend job-related training programs, courses, workshops, seminars, etc.

(4) An employee may request that the HCBDD provide additional job training to upgrade performance levels in his or her current position or in preparation for anticipated position vacancies. Such training may be considered by the Superintendent's designee.

In all cases, however, such additional paid training shall be subject to the approval of the HCBDD.

(5) If such training is required by the HCBDD, the expenses incurred shall be paid by HCBDD. The HCBDD will not, however, pay for training when it is taken voluntarily by the employee and not required by HCBDD. Any absence due to training taken voluntarily by the employee shall be subject to the prior approval of the Superintendent or designee.

(6) Travel time, which occurs all on the same day, will be counted as hours worked when such travel is required by the HCBDD to attend job-related required training. Travel time will not be counted as hours worked when the employee is attending training not required by the HCBDD (see F above). However, when travel time is compensable, the employee's normal travel time to and from work will be deducted from the compensable travel time.

(7) Employees approved to attend out-of-town training are required to be in attendance for the entire program.

(N) PROBATION PERIOD

(1) Each person entering HCBDD service in a full-time or part-time classified position, shall be required to successfully complete a probationary period as defined in the position description, with its effective date beginning the effective date of the appointment. Part-time employees who work less than the normal number of working days per week shall serve a probationary period of 1000 hours. Temporary and intermittent appointments do not serve a probationary period as they are in the unclassified service.

(2) If an employee is granted a leave of absence or is removed from active pay status for any period of time during his probationary period, the time of such leave is not counted as part of the probationary period.

(3) The HCBDD shall retain only those employees who meet acceptable standards. A probationary employee may be separated at any time during the probationary period. Removal during the probationary period is not appealable to the State Personnel Board of Review.

(O) PERFORMANCE EVALUATION

(1) Written performance evaluation provides supervisors with an effective mechanism to measure and communicate levels of job performance to employees. It provides the employee with documented, constructive feedback concerning current job performance. Documented performance evaluation serves as a basis for important management decisions

regarding training needs, job assignments, promotion, and retention of employees. The work performance of each permanent employee shall be evaluated in accordance with established procedures.

(2) Employees serving initial or promotional probationary periods shall receive a probationary evaluation during the course of such periods. Should a new employee be given a probationary removal before the end of his or her probationary period, a final evaluation shall be made at the time of removal.

(3) Employees not serving in probationary periods shall have regular conversations with the supervisor during which the supervisor will give feedback about performance.

(4) Special evaluations may be made if authorized by the Superintendent or designee. Such evaluations may not be used for the purposes of influencing the order of layoff.

(5) Employees dissatisfied with their performance evaluations may seek reconsideration through use of the complaint procedure specified in this manual. Such appeal rights shall not apply to employees serving in a new-hire probationary period.

(P) DRUG FREE WORKPLACE POLICY

(1) The following is the HCBDD Drug Free Workplace Policy:

Drug Free Workplace Policy definitions:

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other lower molecular weight alcohols including methyl and isopropyl alcohol.

Controlled substance: Any controlled substance contained in Schedules I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812), or as defined in the Ohio Revised Code.

Conviction: Any finding of guilt, including a plea of nolo contendere (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal, state, or municipal criminal drug statutes.

Criminal drug statute: A criminal statute which states that a person may not manufacture, distribute, dispense, use, possess, provide, or administer any controlled substance.

For purposes of this policy all definitions will be consistent with the Ohio Revised Code.

(2) It is the policy of HCBDD to maintain a safe and productive workplace free of alcohol and drugs and free of those individuals who use drugs and alcohol.

(3) The unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled substance by any employee which takes place in whole or in part in the workplace is strictly prohibited and will result in criminal prosecution and employee discipline which may include termination from employment.

(4) Any employee convicted of any federal, state, or municipal criminal drug statute must notify the HCBDD of that fact within five (5) calendar days of the conviction.

Notification by the employee does not excuse that employee from possible disciplinary action under the HCBDD's personnel policy manual.

(5) Any employee who reports for duty in an altered or impaired condition which is the result of the illegal use of controlled substances or the abuse of legal substances will be subject to disciplinary action or discharge. Any decision to take such action may be held in abeyance pending the completion by the employee of a drug rehabilitation program.

(6) Any employee convicted of a drug offense, who fails to report the conviction as required by the above, will be:

- (a) Terminated from employment;
- (b) Forever barred from future employment with HCBDD; and
- (c) Held civilly liable for any loss of federal funds resulting from the failure to report the conviction.

(Q) DRUG TESTING POLICY

(1) Drug Testing Policy:

- (a) Applicant drug testing: Applicants for positions within the HCBDD will be required to sign a written waiver and consent form and take a drug test as a condition of employment
- (b) Employee drug testing: The HCBDD reserves the right to set standards for employment and to require employees, as a condition of continued employment, to submit to physical examinations including breath or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.

alt cases in which the HCBDD has a reasonable suspicion to believe that the employee is in an

(2) In cases in which the HCBDD has a reasonable suspicion to believe that the employee is in an altered or impaired condition as the result of the influence of alcohol or the controlled substances referenced in the paragraph above, the HCBDD may require the employee to go to a medical clinic, at the HCBDD's expense, to provide breathe or urine specimens. For purposes of this policy, "reasonable suspicion" means suspicion based on personal observation by a HCBDD representative. HCBDD representatives should documents such reasonable suspicion by making written notations which may include descriptions of inexplicable or abnormal behavior, appearance, speech, or breathe.

(3) If requested, the employee will sign a waiver and consent form authorizing the clinic to examine a specimen of breath or urine and release the test results to the HCBDD.

(4) A refusal to sign a waiver and consent form or to provide either specimen will constitute insubordination and a presumption of impairment and may result in discharge.

(5) Any employee tested in accordance with the above procedure may request, in advance of the original test, that a portion of the original specimen be delivered to a third party for testing at the employee's expense.

(6) The results of any such test will constitute medical information and will remain confidential, to the extent provided by state law.

(7) An employee taking over-the-counter or prescribed medications which could impair his or her ability to perform the essential functions of his or her position safely may be referred by the Superintendent or designee to a medical review officer for such a determination. A copy of the employee's job description should be sent to the medical review officer. A "medical review officer" is a licensed physician with certification and experience with substance abuse, diagnostic, or occupational health work. If the employee is unable to work, he or she shall be placed on the appropriate leave.

(8) Bus Drivers will be required to adhere to FMCSA rules as outlined in the Educational booklet for Drivers from Ohio Health Consortium.

(R) IMMIGRATION REFORM AND CONTROL ACT POLICY

(1) **In general:** In accordance with the provisions of the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and as further amended from time to time, the HCBDD has adopted the policy set forth below.

(a) The HCBDD shall not knowingly hire or recruit or continue employment of any alien hired after November 6, 1986, without substantiating and documenting that alien's eligibility in accordance with provisions established by this policy.

(b) The HCBDD has established an employment verification system and shall retain appropriate records establishing that each employee hired after November 6, 1986 is lawfully authorized to work in the United States as either a U.S. citizen or as a properly "documented alien."

(c) As a condition of continued employment, the HCBDD shall verify both the identity and the employment eligibility of all applicants considered for employment in accordance with procedures set by USCIS.

(2) Post-hiring requirements:

(a) Within three (3) business days after the appointment of the applicant, the HCBDD shall physically examine the documentation presented by the new

employee, ensure that the documents presented appear to be genuine and relate to the individual, then complete the remaining portions of Form I-9.

(b) Form I-9 and copies of supporting documentation shall not be used for any purpose or provided to any HCBDD or person other than for the purpose of complying with the requirements of the Act.

(c) Should an employee be rehired or reinstated by the HCBDD within one (1) year of the date of separation, the HCBDD may use the original I-9 form and supporting documentation for the purpose of complying with the Act.

(d) If an employee's authorization to work expires, the HCBDD must immediately re-verify that the employee is still authorized to work, based on the employee's documentation of continuing eligibility or new authority to work. The HCBDD must review the document, and verify on the I-9 form, noting the document's ID number and expiration date.

(3) **Anti-discrimination policy:** It is the intention of the HCBDD not to discriminate in hiring on the basis of national origin and citizenship status except as otherwise provided by law. The HCBDD will not unlawfully discriminate against any citizen or national of the United States or against any alien authorized to work in the job at issue.

(S) NEW HIRE REPORTING

(1) **Generally:** In accordance with the Ohio Revised Code, the county auditor shall report certain information about employees who are newly hired, rehired, or who return to work after a separation of employment. This information will be used by the Ohio Department of Jobs and Family Services (ODJFS) to help locate parents who owe child support, to make adjustments in public assistance benefits, and to identify persons who are fraudulently receiving benefits. In addition, new hire reporting information is available to other state agencies to help detect and prevent erroneous unemployment or workers' compensation payments.

(2) **Employee definition:** The statute defines employee as any individual who is employed to provide services to HCBDD for compensation and includes an individual who provides services to HCBDD under a contract as an independent contractor and who is an individual, the sole shareholder of a corporation, or the sole member of a limited liability company.

(3) **Deadline:** Information regarding newly hired, rehired, or returning employees shall be submitted within 5 workdays of the hire or rehire date to County Auditor.

(T) REEMPLOYMENT OF RETIREE

- (1) **Generally:** Based upon the HCBDD operational needs, the Superintendent or designee at his or her discretion may initiate discussions with a retiree or a potential retiree regarding reemployment with the county.
- (2) **Definition:** Reemployment of a retiree occurs when such retiree returns to work in an OPERS-covered or another Ohio retirement system-covered position after retiring under OPERS or another Ohio retirement system retirement plan.
- (3) **Notification by reemployed retirees:** Reemployed retirees shall notify the Superintendent or designee that they are receiving an Ohio retirement system benefit. Retirees shall complete and submit to OPERS a Notice of Reemployment of an OPERS Benefit Recipient or a Notice of Reemployment of an Elected Office, if applicable. These notices can be found at www.opers.org.
- (4) **Certification by county:** The notice forms described above in (B) shall be certified by the HCBDD. Such forms serve as an official notification to OPERS of the hiring of a reemployed retiree.
- (5) **Effect on retirement benefits:** If a retiree who is receiving benefits from one (1) of Ohio's retirement systems is reemployed in an OPERS position, his or her retirement benefit may be affected. (Pursuant to Ohio law, if an OPERS retiree begins reemployment during the first two (2) months in which he/she receives a retirement allowance from OPERS, the OPERS retiree forfeits his/her retirement allowance for any month of reemployment during the two (2) month period. After the first two (2) months of retirement, the retiree will receive his or her OPERS retirement benefit.) Any employee who is considering reemployment with the county after retirement should contact the appropriate retirement system for clarification on how reemployment will affect his or her retirement benefits.
- (6) **HCBDD and employee contributions:** Such contributions shall begin on the first day of employment with the exception of contributions remitted during the first two (2) months after retirement. Reemployed retirees will contribute toward a money purchase annuity.
- (7) **Money purchase annuity:** This annuity is based on the sum of employee contributions for the period of reemployment, plus allowable interest, multiplied by (2) two. There are certain age and other restrictions and requirements related to a money purchase payment.
- (8) **Public notice and public hearing:**
 - (a) **Public notice:** The HCBDD must provide public notice for a person returning to the same position that is customarily filled by a vote of members of a board or commission or by the legislative authority of a county at least 60 days before the reemployment begins, that an individual is seeking to retire, draw a pension, and return to work in a position under the board.

- (b) Public hearing: The board must also hold a public hearing 15 to 30 days before the reemployment is to begin to discuss the issue of such retiree being reemployed. The date, time, and location of the public hearing must be included in the public notice as described in (1) above.

(9) **Benefits following reemployment**: A reemployed retiree of any retirement plan offered by the state shall be permitted to earn vacation leave, sick leave, and longevity pay in accordance with HCBDD policies, as if he or she is a new employee with no prior service time. Such reemployed retiree shall also be eligible to receive other county-provided benefits in accordance with the terms and conditions of the policies, which control such benefits.

- (a) Vacation leave: For purposes of computing vacation leave, an employee who has retired under the Ohio Public Employees Retirement System, and who is reemployed by a county after July 5, 1987, shall not have his/her prior service credit with the state or any political subdivision of the state counted.
- (b) Sick leave: For employees hired after May 1, 2008 upon termination of a reemployed retiree's employment, the retiree is not permitted to be paid for accumulated sick leave unless the board adopts an alternative policy pursuant to the Ohio Revised Code.
- (c) Longevity pay: Longevity pay (if applicable) for a reemployed retiree shall be calculated based upon the retiree's date of reemployment.
- (d) Health care: If the retiree qualifies for the HCBDD health care coverage, the HCBDD must make appropriate coverage available to the reemployed retiree and the reemployed retiree cannot waive such health care coverage. During the period of reemployment, the HCBDD's health care coverage is primary and OPERS coverage is secondary, if the retiree is participating in the OPERS health care program.

(U) NEPOTISM POLICY

- (1) Per the Ohio Revised Code: Members of the immediate families of Board members or the Board of County Commissioners may not be hired to work for the Hardin County Board of Developmental Disabilities.
- (2) No person shall occupy any position in which he/she could directly supervise or otherwise influence a decision in favor of or against another member of his/her immediate family.

(V) WHISTLEBLOWER POLICY

(1) In accordance with the Ohio Revised Code, if an employee in the classified or unclassified civil service becomes aware, in the course of employment, of a violation of state or federal statutes or the misuse of public resources, and the employee's supervisor or Superintendent's designee has authority to correct the violation or misuse, the employee may file a written report identifying the violation or misuse with the supervisor or Superintendent's office of internal auditing, or with the Auditor of the State's fraud reporting system under the Ohio Revised Code.

If the employee reasonably believes that the violation or misuse of public resources is a criminal offense, the employee, in addition to or instead of filing a written report with the supervisor, Superintendent, the office of internal auditing, or the state auditor, may report it to the county prosecutor.

(2) Except as otherwise provided in (C) of this policy, the HCBDD shall not take any action as prescribed in the Ohio Revised Code against an employee in the classified or unclassified civil service for making any report authorized by section (A) of this policy.

(3) An employee in the classified or unclassified civil service shall make a reasonable effort to determine the accuracy of any information reported under division (A) of this section. The employee is subject to disciplinary action, including suspension or removal, as determined by the HCBDD, for purposely, knowingly, or recklessly reporting false information under section (A) of this policy.

(4) If the HCBDD takes any disciplinary or retaliating action against a classified or unclassified employee for filing a report or complaint in accordance with the Ohio Revised Code or this section, the employee's sole and exclusive remedy, notwithstanding any other provision of law, is to file an appeal with the State Personnel Board of Review within 30 days after receiving actual notice of the HCBDD's action.

(W) CERTIFICATION/REGISTRATIONS/LICENSES

(1) For those job classifications requiring certification or registration as defined by the Ohio Department of DD or the Ohio Department of Education, the staff of the HCBDD must meet or exceed such requirements. Each employee's classification specification as adopted by the Board shall include the certification requirements for that classification as necessary.

(2) For positions licensed by a state licensing authority, an applicant possessing or eligible for such license shall be deemed eligible for employment.

(3) Employees of various positions are responsible for meeting the professional, educational, continuing education and/or experience requirements in order to maintain the proper state required certifications, licensures and registrations.

(4) The required fees for certification applications, renewals, or for coursework related to certification and licensing are the responsibility of individual staff members.

(5) An employee holding a certificate or evidence of registration may have such certificate or evidence of registration denied, suspended or revoked by the Ohio Department of DD if the Department determines that such employee is guilty of intemperate, immoral, or other conduct unbecoming to the employee's position, is guilty of incompetence or negligence within the scope of the employee's duties, or the employee has been convicted or plead guilty to any of the offenses listed in the Ohio Revised Code.

(6) An employee holding a certificate or evidence of registration has a duty to timely report to the Board Superintendent any acts described above. Failure to make such timely report may result in discipline up to and including discharge. Upon receipt of information that an employee holding a certificate or evidence of registration may have committed any of the acts described above, the Superintendent shall make an appropriate notification to the Ohio Department of Developmental Disabilities (DODD).

(7) If a required license or certificate is permanently revoked or is not renewed, that person's employment shall be terminated for just cause subject to due process.

(8) If a required license/certification/registration is suspended the person's employment may be terminated for cause subject to due process.

(9) No person will be employed or compensated by the Board if the person does not hold the certificate, evidence of the registration or license required for the position. The Superintendent may employ, at the Superintendent's discretion, an individual pending the issuance of the proper certificate, registry or license if the person has met the requirements for such and has applied for certification, registry or license and the application has not been denied.

(10) Employees who have a change in their educational or certification status that may have an effect on their salary or wage are responsible for providing the appropriate documentation to the Superintendent of the HCBDD. Change of status will be accepted semi-annually. Status changes will occur on January 1 and/or July 1. All documentation must be received on or prior to status change deadlines. Employee's failure to comply in a timely manner will result in possible loss of income.

(X) FRAUD REPORTING

(1) The Ohio Auditor of State's office maintains a system for the reporting of fraud, including misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll-free number, the auditor of state's website, or through the United States mail.

Auditor of State's fraud contact information:

Telephone: 1-866-FRAUD OH (1-866-372-8364)
US Mail: Ohio Auditor of State's Office
Special Investigations Unit
88 East Broad Street
P.O. Box 1140
Columbus, OH 43215

Web: www.ohioauditor.gov

**Hardin County Board of Developmental Disabilities
POLICY**

Policy Number: P-5	Page: 1	Of: 13
Title: Personnel – Compensation & Hours of Work		
Regulatory Authority: 124.11 & 124.14		
Effective Date: 6/19/2018 ; 1/19/21 ; 1/21/25		
Reviewer/Job Title: Superintendent or designee		

**PERSONNEL
COMPENSATION & HOURS OF WORK**

(A) CLASSIFICATION PLAN POLICY

- (1) The HCBDD has the right to create and maintain an agency class plan and the discretion to assign job duties and responsibilities to each employee and to assign a working title to each employee's position when necessary.
- (2) A job classification includes one (1) or more positions within the HCBDD's organization that are so similar they can be described by a common job classification title, even though each position within a job classification may have its own working title and its own job description. Classifications are used for order of layoff and for carrying certified status.
- (3) When creating or changing jobs, the HCBDD will draft job descriptions based on an analysis of the duties, responsibilities, essential functions, and qualifications of the positions affected.

(B) CLASSIFICATION PLAN PROCEDURE

- (1) The HCBDD has the responsibility to make changes in requirements of positions under its jurisdiction. This is necessary to ensure that the classification plan properly reflects the duties, knowledge, skills, and abilities required for each position. Factors which may necessitate the HCBDD to make revisions in a position description include:
 - (a) An addition of a new function or responsibility to the organization;
 - (b) An abolishment or elimination of a current function or responsibility of the organization;
 - (c) A reorganization of a function resulting in the consolidation of various work activities;
 - (d) A gradual growth of a position by addition, deletion, or change in duties and responsibilities; and
 - (e) A new or revised licensure or certification requirement.

(2) Whenever such a change occurs in a position, a position description shall be created and submitted to the Superintendent. Once approved by the Superintendent the job description will be presented to the "Board" for creation of the position. Upon each occasion where a department or division is reorganized, position descriptions for all affected employees shall be developed and maintained electronically. Additionally, whenever there is change in reporting relationships, a current table of organization for the restructured department or division shall be maintained.

- (a) All employees shall be made aware of and given a copy of their classification title and job requirements specified in their class specifications. A copy of an employee's class specification shall be maintained in the employee's personnel file. An employee may request that his or her position be reviewed for proper classification.
- (b) Any changes which are made in position descriptions, class specifications, or tables of organization should be communicated in writing to all affected employees, no later than 14 calendar days after such change was made.

Approved classification title changes, reclassifications, and any other related changes must be reflected on all applicable payroll, personnel, and operational records.

(C) **COMPENSATION**

1. Definitions

a. ~~"Merit Pay Increase" is defined as an annual increase in pay for anyone without a disciplinary action in the previous program year. Merit pay increases will typically take effect on the first day of the program year.~~

a. "Annual Pay Increase" is the amount granted by the board for having been employed by HCBDD an additional year. Employees in good standing and/or not in probation are eligible for the increase.

b. "New Employee" is an employee working in their probationary period.

c. "Salary Schedule Adjustment" is defined as an increase in all pay bands within the Salary Schedule.

2. Pay Structure

The purpose of the pay structure is to create fair hourly rates for all positions in comparison to positions similar in scope, responsibility and geographical location. There is an art to determining placement on a schedule for new employees based on experience, market demand and other factors present in any situation. Every effort will be made to maintain consistency across employees and positions. HCBDD believes it is important to move competent employees as quickly as possible to the midpoint salary for the position in which they are employed. To this end, employees earning an hourly rate less than the midpoint of the salary schedule may receive greater merit-annual pay increases than employees earning at or above the midpoint of the salary schedule.

The pay structure will be based on the midpoint salary of similar positions as determined by geography, responsibility, and position description. Minimums for a salary schedule will be 15% less than the midpoint. Maximums for a salary schedule will be 15% more than the midpoint for that schedule.

3. Pay Increases

a. The Board will make adjustments to the salary structure when it determines the current minimum, maximum or midpoint for a salary schedule is not consistent with comparable positions. Adjustments may be made to the salary structure without changing individual hourly rates.

b. Employees eligible for a ~~merit~~ annual increase and who are not at or above the maximum for their salary schedule will receive the Board approved increase for that program year on the first day of the program year. Any pay increase approved mid-program year will take effect on the day prescribed by the Board.

a. Employees at or above the max for their position's salary schedule will not receive an approved annual increase to their base pay. The Board may approve a lump sum payment for employees at or above the max for their position to be paid on the first day of the program year, based on merit at the beginning of a program year.

c.
d) New employees who have completed their agency orientation and probationary period will be eligible for board-approved increases that take effect on July 1. If the new employee has not completed their probationary period or agency orientation by the first day of the program year, the employee will not be eligible for the increase. ~~The new employee will receive the increase for the current program year on the first business day after their probationary period ends.~~ If an employee is not ~~been hired~~ by employed on the first day of the program year, they are not eligible for an increase until the next board-approved increase on the next July 1 date. HCBDD program years are from July 1 to June 30th.

4. Promotions: Employees accepting a promotion as indicated by moving up a layer in the Table of Organization (i.e. moving from a non-management to management or moving up a layer in management) will start the new position at the minimum pay for the salary schedule or a 10% increase on the current salary, whichever is greater.

(D) WORK SCHEDULING/OVERTIME

(1) **Work scheduling:** The HCBDD shall establish the standard workday, workweek, and starting and quitting times for their employees and their offices in consideration of current and anticipated work load, public service needs, and other factors. No established schedule shall be construed as a guarantee of work hours or as a restriction on the HCBDD's right to restructure the workday or workweek.

There are many different jobs in the HCBDD requiring different hours of work. An employee's work schedule will depend upon the department to which they are assigned

and their particular classification within the department. The Superintendent or designee may publish a schedule showing the working hours of each employee in the department. Employees are expected to work their designated work schedule unless they receive prior authorization from their supervisor.

(2) **Starting time, lunch period, quitting time:** Nonexempt employees are not expected to perform assignments prior to the beginning or after the end of the regular scheduled workday unless previously approved by the employee's supervisor.

(3) **Employee classifications qualifying for overtime pay:** The overtime compensation provisions of the Fair Labor Standards Act only apply to hourly employees and those salaried employees who have been determined to be "nonexempt." Certain administrative, executive, professional, and other employees are exempt or non-covered from the FLSA and are not entitled to overtime compensation.

Any questions regarding an employee's status concerning overtime should be directed to the Human Resources staff.

(4) **Overtime hours computation:** The HCBDD has elected to compute eligibility for overtime (including compensatory time) based upon all hours actually worked. Hours actually worked does not include any form of paid leave or compensatory time. Example: An employee who actually works four (4) eight (8) hour shifts with an eight (8) hour shift of sick leave during the workweek will only have 32 hours towards computing overtime.

- (a) Employees whose regular scheduled workweek is less than 40 hours per week shall receive straight time pay for all hours worked between their scheduled hours and up to 40 hours per week.
- (b) Any non-exempt employee who actually works in excess of 40 hours per week shall receive compensation at one and one-half (1½) times his regular hourly rate or shall receive compensatory time off at one and one-half (1½) hours for each hour worked in excess of 40 hours per week.

Examples: A non-exempt employee who actually works five (5) eight (8) hour shifts and also uses eight (8) hours of vacation during the workweek will earn 48 hours at straight time because they did not actually work in excess of 40 hours. An employee who actually works 44 hours during the workweek will receive 40 hours at straight time and four (4) hours at one and one-half (1½) times his regular hourly rate, or may choose compensatory time off at the rate of one and one-half (1½) hours for each of the four (4) hours worked in excess of 40 hours.

(5) **Overtime authorization:** Overtime and compensatory time shall usually be authorized by the Department Manager/Director or designee prior to being worked. The method of compensation for overtime worked in unusual or emergency circumstances without prior authorization, shall be at the discretion of the Superintendent or designee.

(6) **Flex time:** All HCBDD employees eligible for flex time must use it within the 40 hour week in which it was incurred, contingent upon staffing needs of the department and supervisor approval.

(7) **Compensatory time:** With the approval of the department manager/director a nonexempt employee shall be entitled to earn compensatory time pursuant to FLSA rules. The department Manager/Director may limit the total number of hours of compensatory time which may be accumulated.

Compensatory time must be used within 30 days unless the Superintendent has, by rule or resolution, adopted a different standard. If a different standard is adopted, the Superintendent's or designee must provide written notice to each employee 10 days prior to the effective date pursuant to the Ohio Revised Code. Compensatory time must be used at a time mutually convenient to the employee and the department, in not less than 30 minute increments. All compensatory time will be managed within each department and will require written approval prior to utilization. If an employee transfers to a new/different department any earned compensatory is not transferrable.

(7) **Compensation for holidays:** Employees required to work on one (1) of the recognized holidays will receive time and one-half (1½) their regular rate of pay for all hours worked on a holiday in addition to receiving their holiday pay.

(8) **Long Term Substitute Compensation:** Substitutes working more than the twelve (12) consecutive scheduled work weeks in the same position for the same employee shall be eligible for an increase in hourly compensation equal to the entry level full time hourly rate for that position. This rate may remain in effect for the duration of the assignment to the original substitute position. The rate of pay will revert back to the substitute position hourly rate when the substitute employee is assigned to a different position or to a position for which a different full time employee is assigned.

(9) **Recordkeeping required:** Each nonexempt employee who is governed by this overtime policy is required to execute a biweekly time sheet. At the end of each biweekly work period, such employee is required to sign his or her own time sheet indicating that the hours reflected on the time sheet are the actual hours worked by the employee. This time record must indicate the actual times the employee started work and stopped work each day. Upon completion and signature of the time sheet, each employee must submit an electronic and/or paper original timesheet to his or her immediate supervisor for approval.

(10) **Overtime application to exempt positions:** Employees in positions designated as exempt are not governed by this policy.

(11) **Compensatory time for exempt positions:** Exempt employees are paid a salary and therefore are not eligible for compensatory time. However, each manager/director may allow exempt employees hour-for-hour compensatory time for all hours worked beyond 40 hours per workweek with the advanced written approval of the Supervisor and/or designee.

(12) Public accountability for exempt employees: For purposes of public accountability, exempt employees will be required to maintain a record of the hours they work and any paid leave utilized. (E) **INCLEMENT WEATHER**

- (1) Whenever HCBDD offices are officially closed due to weather or other emergency conditions, employees will be paid for those hours they were scheduled to work.
- (2) Employees who are tardy, leave work early, or fail to report for work on days when HCBDD offices are not officially closed due to weather or other emergency conditions, shall be required to notify the Director of Operations and will not receive compensation for the duration of the unexcused absence. Upon the approval of the Supervisor or Director of Operations, such absences may be charged to the employee's available vacation, personal or compensatory time.
- (3) If it is determined that due to excessive time off due to inclement weather that there is insufficient work to be performed then the Superintendent or designee may excuse individuals from work. This excuse of work will not affect the employees leave (sick, personal or vacation) balances.
- (4) Employees not scheduled to work, and employees on extended leave of absence, more than 3 consecutive days, are not entitled to be paid for the hours HCBDD offices are closed due to weather or other emergency conditions. The employees on sick leave will be paid from accrued sick leave.
- (5) Employees with scheduled paid time off will not be charged for the time off.
- (6) Pursuant to Attorney General Opinion 86-023, the sheriff of a county may declare a snow emergency and temporarily close county and township roads. Ohio sheriffs have adopted guidelines for the purpose of issuing such declarations. The policy is:

Level 1: Roadways are hazardous with blowing and drifting snow. Roads are also icy. Drive very cautiously.

Level 2 Roadways are hazardous with blowing and drifting snow. Only those who feel it is necessary to drive should be out on the roadways. Contact the Director of Operations to see if you should report to work.

Level 3: All roadways are closed to non-emergency personnel. No one should be out during these conditions unless it is absolutely necessary to travel. All employees should contact HCBDD to see if they should report to or work remotely. Those traveling on the roadways may subject themselves to arrest.

- (7) **Level 3:** When the sheriff issues a Level 3 emergency before 8:00 a.m., all HCBDD office buildings will be closed and employees are not to report to work in person. Remote work expectations will be determined by position

If the Level 3 Emergency is changed during the course of the work day, the superintendent or designee will make the decision on whether employees are to report to work.

If Hardin County is not at a Level 3 and the county that an employee lives in declares a Level 3, the employee should not report and may work remotely or use vacation or personal leave to cover their absence.

(8) **Level 2: Discretionary:** Decision must be made on a case-by-case basis by employee and HCBDD.

(F) PAY PERIOD

(1) There are normally 26 pay periods per year. All employees are to be paid every other Friday for the two (2) week pay period immediately preceding payday.

(2) All employees are strongly encouraged to participate in direct deposit. Employees electing to receive a paper check shall make arrangements with the Director of Operations to obtain paycheck when a holiday.

(3) Director of Operations is to receive any questions regarding an employee's pay and are responsible for making the necessary explanations or inquiries to resolve the matter.

(G) PAYROLL DEDUCTIONS

(4) Certain deductions are made from an employee's paycheck as required by law, in accordance with employee benefit plans or as requested by the employee. All deductions must be approved by the HCBDD Administration – Human Resources and the county auditor. These deductions are itemized on the employee's pay statement which accompanies his or her biweekly paycheck. Deductions include:

(a) **Ohio Pension Systems:** All employees must contribute to the Ohio Public Employees Retirement (OPERS), the State Teachers Retirement System (STRS) or State Employee Retirement System (SERS) rather than Social Security. The HCBDD shall also make contributions as required by law. Reduced salary and/or fringe benefit pick-up may be implemented by the Superintendent in conjunction with OPERS< STRS< or SERS.

(b) **Income taxes:** Federal, state, and city governments, and some school districts may require that income taxes be withheld from each salary payment. The amount of tax to be withheld is determined from tables furnished by the treasury department and the Ohio Department of Taxation and may vary according to the amount of salary and number of dependency exemptions. Employees are required to complete withholding tax certificates upon initial employment and to inform the HCBDD Human Resource personnel of any dependency change whenever such change occurs.

(c) **Medicare health insurance:** A deduction equal to amount required by the Federal government will be required from each employee who is hired after April 1, 1986. The required pay-in will be contributed to Medicare along with the HCBDD's share of an equal amount.

- (d) **Miscellaneous deductions:** Examples include garnishments, deferred compensation, health insurance, and other approved deductions. The auditor may refuse to make deductions below certain prescribed minimum amounts, or at regular intervals, or for other cause.

(H) EXPENSE REIMBURSEMENT, TRAVEL, AND MEAL POLICY

(1) HCBDD employees are to receive reimbursement for allowable expenditures made for a proper public purpose that are incurred while traveling on official agency business. Employees are eligible for expense reimbursement only when travel has been authorized in writing prior to the trip by the Superintendent or designee and with appropriate receipts documenting claimed expenses. Overnight travel expense reimbursement requires the advance approval of the Superintendent or designee.

(2) The following items are reimbursable, subject to the regulations contained herein and compliance with the procedures:

- (a) **Commercial air flights:** Reimbursement is available for air flight expenses only when the automobile mileage reimbursement would be more costly than the airfare, or where travel time is of significance;
- (b) **Bus, limousine, or taxi:** Employees are to use the most economical means available when traveling on agency business;
- (c) **Automobile:** If the employee is required to use his or her privately-owned vehicle, he or she shall be reimbursed at a rate determined by the Internal Revenue Service. Such payment is considered to be total reimbursement for all vehicle-related expenses (e.g., gas, oil, depreciation, insurance, etc.). Mileage reimbursement is payable to only one (1) of two or more employees traveling on the same trip, in the same vehicle. Rental of a vehicle is not reimbursable without prior approval of the Superintendent or designee.
- (d) **Meals:** Expenses incurred for meals while on official business will be reimbursed at actual cost with the approval of the Superintendent or designee. Such approval must be granted prior to the employee incurring the expense. An employee is eligible for such reimbursement only when travel has been authorized in writing by the Superintendent or designee,.
- (e) Employees will generally not be reimbursed for meals if the employee is not traveling overnight, away from Hardin County, unless:
 - (i) The meal qualifies pursuant to IRS Regulations). Examples of such meals are:

A meal where the main purpose is the active conduct of business, business is actually conducted, and there is more than a general expectation of income or some other specific business benefit in the future.

Meals at a hospitality room sponsored by the county at a convention.

A meal that is associated with the active conduct of the agency's business, and occurs directly before or after a substantial business discussion.

- (ii) Occasional meals that meet the *de minimis* exclusion pursuant to IRS Regulations, such as infrequently providing coffee, donuts, or soft drinks. Also occasional parties or picnics, such as Christmas luncheon.

Any meal provided to employees that is not excluded from taxable income herein will be reported to the auditor's office by the HCBDD as a taxable meal. This notification will include the fair market value of such meal (may not be the actual cost) and will be included on the first payroll after approval of the expenditure.

(f) **Lodging:** Employees will be reimbursed, as approved by the Superintendent or designee, for reasonable and necessary lodging expenses at the single room rate. Employees will request the government rate and obtain a sales tax exemption certification from the auditor's office prior to payment of the lodging. The HCBDD president will approve any superintendent request for lodging.

(g) **Phone calls:** Phone calls necessary for official HCBDD business are reimbursable. Each call must be documented with time, date, business reason and cost to be eligible for re-imbusement.

(h) **Parking and tolls:** Expenses for parking, highway, bridge, and tunnel tolls are reimbursable. Parking expenses incurred within and outside Hardin County are reimbursable providing the employee is on official agency business.

(i) **Frequent flier miles/credit card points:** Pursuant to the Ohio State Auditor's office, employees are prohibited from taking advantage of frequent flier miles or credit card points for personal use when scheduling flights or hotel accommodations related to agency business.

(j) Per diem meal reimbursement shall be established by the board of commissioners or as otherwise prescribed by the Superintendent.

(k) The following items are not subject to reimbursement:

- (i) Tips in excess of 20% of the meal cost;
- (ii) Alcoholic beverages;
- (iii) Entertainment;
- (iv) Laundry and dry cleaning;
- (v) Room service charge;

- (vi) Expenses of spouse traveling with employee; and
- (vii) Any allowable expense where no receipt is provided as documentation by the employee.

(3) Expense reports shall be filed by employees detailing all costs with receipts within 45 days of the expenditure. Such detailed documentation will include the amount, date, time, place, and business purpose.

(I) RETIREMENT PLAN

(1) All employees are required by law to participate in the Ohio Public Employees Retirement System (OPERS), the State Employees Retirement System (SERS) or the State Teachers Retirement System (STRS). Both the employee and the HCBDD are required to contribute to OPERS, SERS or STRS, in amounts set by state law. The employee's contribution is paid by payroll deduction.

- (a) Questions regarding STRS should be directed to the State Teachers Retirement System.
- (b) Questions regarding SERS should be directed to the State Employees Retirement System.
- (c) Questions regarding OPERS should be directed to the Ohio Public Employees Retirement System.

(2) RETIREMENT PICKUP:

(a) It is the HCBDD policy not to "pickup" or pay the employee's share on a "pretax" basis, it is understood that individuals with this benefit currently included in their compensation will not have this removed from their contract. For employees benefiting from this form of compensation, the HCBDD may decide to alter future compensation in a manner not to impact the current earnings of the employee.

(J) OHIO DEFERRED COMPENSATION PROGRAM

(1) Eligible HCBDD employees may join the deferred compensation programs at their option, and defer up to 25% of their income. Deferred income is not taxable for federal income tax purposes until the deferred money is received by the employee, therefore, possible tax benefits may result. Additionally, interest earned on deferred income is not taxable. Employees should contact Human Resources and the auditor's office should they choose to participate in this program.

(K) INSURANCE COVERAGE

Only full-time and part-time employees, as defined in HCBDD policy are eligible for participation in the HCBDD medical insurance coverage program (health, vision, dental, etc.). The HCBDD offers both single and family coverage for eligible employees. Employees electing to participate in the HCBDD medical insurance plans shall be required, through payroll deduction, to pay a portion of the monthly premium.

All employees may occasionally be required to complete an individual/family health assessment performed by an outside agency when the UCBDD is considering a change in carriers in order to obtain the best possible insurance coverage.

(2) The HCBDD offers paid life insurance coverage to each eligible employee. This policy is a term life insurance and is in effect only as long as the full-time employee is employed with the HCBDD. Employees will remain eligible for the remainder of any month in which the employee leaves employment.

(3) Employees are responsible for keeping the insurance carrier current on any changes affecting their coverage, by notifying Human Resources of such (e.g., marriages, divorces, births, etc.).

(4) Employees on an unpaid leave of absence that does not qualify as family medical leave, will not be covered by the HCBDD medical insurance or life insurance, effective the first day of leave. Such employee may, however, at his or her option, continue the coverage by assuming responsibility for 100% payment of the insurance premium.

(5) Employees interested in continuing coverage in this manner should notify Human Resources for details.

(6) Human Resources will initiate COBRA notices and continue coverage subject to the requirements of the law.

(L) EMPLOYEE RECOGNITION/AWARDS

(1) The HCBDD and/or the superintendent may provide awards or recognize employees so long as their plan is a qualified plan and provides for the following:

- (a) Their award plan is an established written plan; and
- (b) The plan does not discriminate in favor of highly paid employees.

(2) The following awards are considered taxable to the employee and should be avoided in any plan:

- (a) Any award given in cash or cash equivalents such as savings bonds or general merchandise gift certificates;
- (b) Any recognition award for job performance unless they qualify as *de minimis* (see Item c below);
- (c) Awards for outstanding customer service, employee of the month, highest productivity, etc.;

(d) Awards for length of service or safety achievement that exceed limitations or don't meet requirements; and

(e) Non-cash prizes (unless *de minimis*) won by employees from random drawings at HCBDD-sponsored events.

(3) **De minimis awards:** A prize or award that is of *nominal value* and is provided *infrequently* is excludable from an employee's wages as long as it is not cash or a cash equivalent. (No established amount for these awards — \$25 will qualify, but \$100 is too much.)

(4) **Reporting:** If any award given is considered taxable based on the above criteria, it must be added to the employee's wages in the same month it was received. It is the responsibility of the superintendent/department head and/or designee to make sure the fair market value (not cost) of any taxable award is included on the last payroll worksheet of each month. If the awards program is not a qualified plan, all awards will be taxable and must be added to the payroll worksheet of each month. If the awards program is not a qualified plan, all awards will be taxable and must be added to the payroll worksheet.

(M) PUBLIC RECORDS POLICY - EMPLOYEE

(1) **Self-help to records prohibited:**

(a) Employees may not copy or remove any record or writing, even those regarded as "public records", without first obtaining advanced written permission from their the Superintendent designee, or without going through the agency process for obtaining public records. This does not prohibit work related activity.

(b) No employee may copy or use any agency writing, document, or record in any grievance, appeal, or legal action without having first obtained the written permission of the superintendent designee or making a valid public records request. This particular policy does not apply to matters obtained through formal "discovery" under the Rules of Civil Procedure.

(c) In order to ensure confidentiality of certain issues and promote open communication between employees and management, no employee shall electronically record any meeting, hearing, or appeal involving the HCBDD or representative of the HCBDD without the advanced written permission of the Superintendent. This policy is not intended to prohibit protected activity.

(d) **Penalty for breach of this policy:** Any employee who is discovered to have violated any of the above enumerated policies will be subject to removal. Any former employee who is discovered to have obtained an unauthorized document or produced any unauthorized tape recording will be barred from reemployment by the county and/or HCBDD and may be subject to civil or criminal penalties.

(M) PERSONNEL FILES

(1) Human Resources shall maintain official personnel files for all employees. Such files may include, but are not limited to: individual employment records; payroll information; work item schedules; records of additions or deductions paid; application forms; records pertaining to hiring, promotion, demotion, transfer, layoff, discipline, termination, etc.

(2) Information determined by law to be confidential may not be used or divulged except for a lawful purpose when authorized by the Superintendent, or with the written consent of the affected employee. (Personnel files access is governed by the Ohio Revised Code).

(3) An employee has the right of reasonable inspection of his official personnel file as authorized by the Superintendent or designee. All records in the personnel files which are governed by law as not accessible to the public (adoption records, parole records, etc.) are to be removed prior to public inspection. The employee shall be permitted to review file and copy any reviewable document in the file and to attach letters of explanation to documents where the employee feels such explanation is necessary. The Superintendent or designee need not permit the inclusion of explanations which are defamatory or scurrilous attacks upon any employee, any supervisor, or the HCBDD.

(4) Employees must advise the Human Resources (Administration) in writing of any change in: name, address, marital status, telephone number, number of exemptions for tax purposes, citizenship, selective service classification, or association with any government military service organization. Failure to report a change of address or telephone number may be cause for disciplinary action.

(5) Each employee, following appointment, shall furnish his correct and legal birth date. If a birthdate is to be corrected for any reason other than clerical error, such change must be submitted by the employee by authorized affidavits. Any deliberate falsification of birth date shall be subject to appropriate disciplinary action. Submission of an incorrect birth date shall be subject to appropriate disciplinary action. Submission of an incorrect date may also jeopardize certain retirement system benefits.

Hardin County Board of Developmental Disabilities POLICY

Policy Number: P-6	Page: 1	Of: 37
Title: Personnel - Benefits & Leave		
Regulatory Authority:		
Effective Dates: 5/15/18 Revision Dates: <u>2/20/24, 3/19/24, 1/21/25</u>		
Reviewer/Job Title: Superintendent or designee		

PERSONNEL BENEFITS AND LEAVE

A. SICK LEAVE POLICY

1. An employee may request sick leave for absences resulting from illness or funeral purposes as described below. Sick leave can only be used as described below, and is not intended to be "extra days off." Sick leave may be requested for the following reasons:
 - a. Illness, injury, or pregnancy-related condition of the employee;
 - b. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
 - c. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner;
 - d. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member; or
 - e. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate licensed practitioner where the employee's presence is reasonably necessary.
2. For purposes of sick leave the "immediate family" is defined as only: mother, father, brother, sister, child, spouse or significant other (one who stands in place of the spouse and resides with employee), grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law,

son-in-law, stepparents, stepchildren, stepsiblings, legal guardian, or other person who stands in the place of a parent.

3. The superintendent maintains the right to investigate any employee's absence. The physician certification must be authorized by the treating physician's office and verify that the employee was unable to work during the absence.
4. For each completed hour in active pay status, an employee earns 4.6 hours of sick leave for 80 hours of work. For purposes of this policy active pay status is defined as hours worked (including overtime), hours on vacation, hours on holiday leave, and hours in paid sick leave. Sick leave is not accrued during an unpaid leave of absence.
5. Part-time employees accrue sick leave on a proportionate basis to the hours paid each pay period.
6. The amount of sick leave time any one (1) employee may accrue is unlimited.
7. Sick leave shall be charged in minimum amounts of 1 hour increments.
8. Employees absent on sick leave shall be paid at the same basic hourly, daily, or biweekly rate as when they are working.
9. An employee requesting sick leave for the purpose of medical, dental, or optical examination appointments shall notify their supervisor or designee of the fact as far in advance as possible, in order that scheduling and work priorities might be adjusted accordingly. An employee requesting leave for other legal purposes shall inform their supervisor or designee of the fact and the reason by his or her scheduled starting time. The employee must contact their supervisor per department procedures and within the approved timeframes. Failure to comply with these minimum notification requirements or other sick leave policy may result in denial of sick leave. Prior to starting work, the employee shall formally request sick leave approval by completing his or her portion of the Request For Leave Form. If medical attention was required, the employee may be required to submit a physician's certificate stating the employee was unable to work during the absence. For sick leaves that extend to 3 days a physician's certificate statement may be required.
10. For the purpose of attending to ill or injured immediate family members, the procedure defined in (8) eight above will be adhered to.
11. Employees must submit to any medical examination, nursing visit, or other inquiry that the HCBDD deems necessary in order to verify the proper use of sick leave, and the HCBDD will pay for such examination.

12. Vacation leave may be used for sick leave purposes, at the employee's request and the approval of the superintendent or designee, per the defined vacation policy. Employees who have exhausted all sick leave, family medical leave, and vacation leave credits may, at the discretion of the superintendent, be granted a personal leave of absence without pay for a period not to exceed six (6) months. Illnesses exceeding six (6) months will be treated as disability leave as outlined in policy. Employees on extended sick leave or leave of absence, in excess of 30 days, shall give a status report to The Director of Operations at least every 30 days.
13. An employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records, shall be subject to disciplinary action in accordance with policies outlined in this manual. Employees found guilty of fraudulently obtaining such leave shall be required to reimburse the HCBDD the sick leave paid to them, and will be subject to appropriate discipline up to and including termination.
14. Altering a physician's certificate or falsification of a written, signed statement shall be grounds for immediate dismissal.
15. Adoption leave: An employee may use sick leave to cover an absence due to the placement of a child with the employee for adoption per FMLA Guidelines. An employee shall fill out the Request For Leave Form and receive approval prior to taking such leave.
16. Credit for prior public service: Employees who transfer between county departments or agencies, or who were previously employed by another public agency, or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, reappointment, or transfer does not exceed 10 years and provided the employee has not cashed in any portion of that balance under the Ohio Revised Code. The words "public agency" as used above means those entities required to provide sick leave under the Ohio Revised Code, including the state, counties, municipalities, all boards of education, civil service townships, etc., within the state. Villages, private industry councils, non-civil service townships, libraries organized as nonprofit corporations, and other entities not required to provide sick leave under the Ohio Revised Code are not "public agencies" for purposes of this policy. Notwithstanding the above or the Sick Leave Conversion Policy herein, if any "person removed for conviction of a felony" within the meaning of the Ohio Revised Code is "subsequently reemployed" by the HCBDD, such person is only qualified to accrue sick leave as if the individual were a new employee receiving no credit for prior service.
17. The requirements for allowing sick leave transfers have been the subject of differing interpretations and legislative revisions. Therefore, to the extent the

HCBDD has already allowed employees to transfer in sick leave credit prior to the adoption of this policy, that credit is not negated with respect to employees already credited as of the adoption of this policy or revision.

B. SICK LEAVE CONVERSION

1. A HCBDD employee may elect at the time of retirement from active service and with 10 or more years of service with the state, any political subdivision, or a combination thereof, to be paid for one-fourth(1/4) the value of the employee's accrued but unused sick leave credit not to exceed 30 days of accrued but unused sick leave.
2. As used in this section, "retirement" means disability or service retirement under any state or municipal system in this state.
3. Such payment shall be based on the employee's rate of pay at the time of retirement.
4. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.
5. Eligible HCBDD employees retiring from active service shall request such payment in writing, in order to initiate the payment process.
6. The beneficiary of a deceased employee shall be eligible for the sick leave conversion benefits for which the employee would have otherwise qualified in accordance with Paragraph (A) above. Such payment shall be made in accordance with the Ohio Revised Code, or paid to the employee's estate.

C. VACATION

1. Full-time and Part-time employees accrue vacation leave at a rate proportionate to the number of hours in active pay status per pay period, according to the following schedule. Employees are entitled to:
2. ~~Full-time and Part-Time employees are entitled to paid vacation leave according to the following eligibility guidelines:~~

After 1 year of service-	1 weeks
After 7 years of service-	3 weeks
After 14 years of service-	4 weeks
After 24 years of service-	5 weeks

<u>Length of Services</u>	<u>Accrual Hours per Biweekly Pay</u>
<u>Less than 8 years</u>	<u>3.31 (2 weeks)</u>
<u>8 years through less than 15 years</u>	<u>4.61 (3 weeks)</u>
<u>15 years through less than 25 years</u>	<u>6.2 (4 weeks)</u>
<u>25 years and above</u>	<u>7.7 (5 weeks)</u>

3. ~~Full-time and Part-time employees accrue vacation leave at a rate proportionate to the number of hours in active pay status per pay period, according to the following schedule. Employees are entitled to:~~

~~2 weeks' vacation — earn 3.31 hours of vacation per each biweekly pay period
3 weeks' vacation — earn 4.91 hours of vacation per each biweekly pay period
4 weeks' vacation — earn 6.62 hours of vacation per each biweekly pay period
5 weeks' vacation — earn 8.22 hours of vacation per each biweekly pay period~~

4. For the purpose of computing vacation, one (1) year of service shall be considered 26 biweekly pay periods.
5. All employees accrue vacation at a ratio based on the number of regularly scheduled hours per pay period divided by 80 times the hours listed.

Examples:

Employee is regularly scheduled to work 65 hours per pay period; the accrual would be based on the ratio 65/80.

Employee is regularly scheduled to work 80 hours per pay period but takes 10 hours off without pay; the accrual would be based on the ratio 70/80.

6. School Teachers and Classroom Aides accrue vacation leave at the following rate:
- 1 day after 7 years of service
 - 2 days after 14 years of service
 - 3 days of after 24 years service
7. During the employee's first year of employment, the employee cannot take a vacation prior to the anniversary date of hire. After one (1) year of service, the employee may submit a request to take any accrued vacation leave.
8. Seniority for the purpose of calculating vacation is determined according to the total prior service the employee has with any county, the state (including a member of the Ohio National Guard), a city, village, township, city or local school district, or park district, per the Ohio Revised Code. Prior service need not be continuous; however, completion of a total of one (1) year of service is required before eligibility for vacation leave is established. The employee is responsible for

providing written verification from previous qualified employers for any qualifying employment. Employees with at least one (1) year of qualifying prior service, as established herein, are not required to serve one (1) year with the HCBDD to be eligible to use vacation. Such individuals are entitled to begin accruing, and using, vacation benefits immediately upon employment with the HCBDD.

9. Employees shall be permitted to carry over no more than the equivalent of (3) three year's vacation past any anniversary date. Employees may be compensated at their current rate of pay for vacation leave they have accumulated in excess of the amount they can carry over. Employees who earn 10 to 15 days per year may be compensated for up to five (5) days of accumulated vacation leave in excess of the amount they can carry over to the following year. For example: an employee earning 10 days of vacation leave per year can carry over 10 days into the next year and may be compensated for up to five (5) days of accumulated vacation leave. Employees who can earn 20 to 25 days per year may be compensated for up to ten (10) days of accumulated vacation leave in excess of the amount they can carry over to the following year. For example: an employee earning 20 days of vacation leave per year can carry over 20 days into the next year and may be compensated for up to 10 days of accumulated vacation leave. Employees are only eligible for this compensation if the following criteria is met:
 - a. They have had no disciplinary action within the 12 months prior to the anniversary date.
 - b. They have taken no leave without pay within the 12 months prior to their anniversary date.
10. Employees shall be notified in writing at least annually of their accumulated number of vacation hours.
11. Active pay status is defined as hours actually worked, paid sick leave, vacation leave, and authorized paid holidays. Vacation credits are not earned while an employee is in inactive service such as leaves of absence, disciplinary suspensions, etc.
12. Additional vacation leave is not accrued through the accumulation of paid

overtime.

13. Vacation scheduling is subject to the approval of the supervisor.
14. Vacation leave is to be taken in minimum units of one hour. Requests for vacation are to be submitted a minimum of 24 hours in advance to the supervisor on the leave request form.
15. An employee may not take his or her vacation leave prior to its being earned.
16. Employees who resign or retire are entitled to compensation at their current rate of pay for any authorized earned but unused vacation leave to his or her credit at the time of separation. This applies even if an employee leaves the HCBDD and is rehired by another Hardin County appointing authority.
17. An employee who has retired in accordance with the provisions of OPERS or any retirement plan offered by the state, and who is subsequently hired by HCBDD after June 24, 1987, shall not have his prior service with the county, state, or any political subdivision of the state counted for the purpose of computing vacation leave. Vacation accrual for such employee shall be based only upon the service he is currently accruing with HCBDD.
18. Active pay status is defined as hours actually worked, paid sick leave, vacation leave, and authorized paid holidays. Vacation credits are not earned while an employee is in inactive service such as leaves of absence, disciplinary suspensions, etc.
19. Additional vacation leave is not accrued through the accumulation of paid overtime.
20. Vacation scheduling is subject to the approval of the supervisor.
21. Vacation leave is to be taken in minimum units of one half (.5) hour or as otherwise approved by the department manager. Requests for vacation are to be submitted a minimum of 24 hours in advance to the department manager on the leave request form.
22. An employee may not take his or her vacation leave prior to its being earned.
23. Employees who resign or retire are entitled to compensation at their current rate of pay for any authorized earned but unused vacation leave to his or her credit at the time of separation. This applies even if an employee leaves the HCBDD and is rehired by another Hardin County appointing authority.

24. At the anniversary date of the employee all earned vacation leave, in excess of three years accrual, will be deleted.

D. PROFESSIONAL DEVELOPMENT LEAVE

1. The policy of the HCBDD is to develop and maintain the agency's human resource assets. Therefore, each employee will be granted professional development leave that does not exceed 5 days annually and has a direct correlation to HCBDD business.
2. The leave shall be inclusive of travel time and expenses i.e. from the HCBDD offices to the location of the approved training, if the training event does not require a full work day, as defined in HCBDD policy, the employee is required to complete their work day at an approved location. All professional development must be approved by the Superintendent or designee.
3. Additional development time requested by the superintendent or designee will be considered Administrative Leave and will not be considered Professional Development Leave.

E. TUITION REIMBURSEMENT

1. Each full-time employee of the Hardin County Board may be granted limited tuition reimbursement to attend accredited coursework based on the availability of funds. Reimbursement for coursework shall be contingent upon employee's enrollment in specialized coursework to stimulate and support their professional growth. Coursework must have a direct correlation to HCBDD business.
2. Prior written approval of the Superintendent or designee on the standard leave form must be obtained prior to utilizing tuition reimbursement. Any individual will be personally responsible for all costs incurred for coursework attendance of the above nature if prior approval is not obtained. Requests for attendance should be submitted thirty (30) days prior to attendance, when possible. Requests for attendance must include the cost of such coursework and a course description to assure that the coursework shall have a direct correlation to HCBDD business. Reimbursements will be approved contingent upon the obtaining and documentation submission of a grade of at least a C (2.0) or passing in a pass/fail course.
3. Based upon the availability of funds, the Board may provide for each employee an annual (calendar year) tuition reimbursement of up to \$1,500.00. Costs for registration, textbooks, lab fees, lodging, meals and/or transportation shall not be

reimbursable. All requests for reimbursement shall be itemized and submitted to the Superintendent or designee on the proper forms. Reimbursement requests must include the original receipts and documentation which includes the submittal of a grade of at least a C (2.0) or passing in a pass/fail course. Reimbursement is considered taxable under the IRS guidelines and will be reimbursed through the employee's regular payroll check.

4. Tuition reimbursement may not be accumulated and may only be granted in the maximum amounts approved on an annual basis.

F. PERSONAL LEAVE

1. All employees of the Hardin County Board of Developmental Disabilities may utilize up to three (3) personal days per program year based on their normal hours of employment per day. Those employees who are hired between January 1 - March 31 are entitled to one (1) personal day prior to the new program year. Employees hired after March 31 become eligible for personal days at the beginning of the following program year. Personal days shall not be accumulative from one program year to the next.
2. Each employee shall be required to submit to his Supervisor at least three (3) days prior to the requested personal time, the appropriate leave form indicating the date and time for the leave. The Superintendent may approve a personal day with less than three (3) days notice in the event of an emergency situation.
3. Personal days are credited July 1 of each successive calendar year. Personal days are to be taken in minimum units of one (1) hour.
4. Approval of personal leave shall be based on the ability of program to maintain adequate programming to the enrollees by conforming to program operation schedules.
5. Personal Leave may not be utilized after the date on which a notification of resignation is submitted.
6. Personal Leave shall not be granted (approved) for use during mandatory annual program wide in-service days.
7. Emergency requests shall be reviewed on an individual basis.

G. FUNERAL LEAVE

1. Any eligible employee may be granted usage of earned sick leave upon approval of the superintendent or designee for up to five (5) working days in the event of

the death of an immediate family member. For purposes of this policy the "immediate family" is defined as only: mother, father, stepparent, brother, sister, child, stepchildren, stepsibling, spouse, or significant other (significant other as used in this definition means one who stands in place of a spouse and resides with the employee), grandparent, step grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in place of the employee's parent. For purposes of requesting funeral leave, the employee is required to follow the provisions outlined in the Sick Leave Policy of this manual regarding requests for sick leave.

2. In the case of extended family, niece, nephew, aunt or uncle, the employee may be granted usage of sick leave upon the approval of the Superintendent or designee for up to three (3) days dependent upon required travel time.

H. CIVIL LEAVE POLICY

1. Employees called for court jury duty to testify in a court of law shall complete a request for leave of absence form and attach a copy of the subpoena.
2. The employee shall submit the completed Request for Leave of Absence form to the Director of Operations and shall notify his or her of which option for payment the employee chooses.
3. Upon the employee's return, depending upon the employee's choice of options, the Director of Operations shall turn the monies received for court or jury duty over to the county auditor.
4. The Request for Leave of Absence form shall be retained in the employee's personnel file. The Business Manager shall ensure that the employee is compensated for court or jury duty in the proper manner, based upon the employee's chosen option.

I. MILITARY LEAVE

1. Active duty leave: Military leave is governed by both state and federal laws. In general, any employee with more than 90 days tenure who voluntarily or involuntarily enters any of the armed services of the United States shall be granted a military leave of absence without pay. If not accepted for active duty, the employee shall be reinstated to the employee's former position without loss of seniority or status or reduction in pay.

Employees who complete their active-duty obligation (without voluntarily reenlisting or extending that obligation) are entitled to their previous position within 30 days after their written request, provided such request is submitted

within the statutorily required period following discharge or release from active duty. If temporary physical disability precludes the employee from performing the previous job, the employee shall be allowed up to one (1) year from the date of application to overcome such disability and return to work. Employees returning to previously held positions under these provisions shall receive credit for military service in areas affecting seniority status, rank, rating, increments, qualifications, etc., as though they had been continually employed.

2. Military Reserve leave: The Ohio Revised Code requires that permanent public employees, who are members of Ohio National Guard, Ohio Organized Militia, or other reserve components of the armed forces of the United States be authorized up to 176 hours of leave (or for a "public safety employee" seventeen (17) 24-hour days or 408 hours) without loss of pay per calendar year for military duty or training. This payment is in addition to the gross uniformed pay and allowances the employee receives from the military.
3. Military Reserve leave in excess of 176 hours: Any permanent public employee called to military duty for a period in excess of the 176 hours because of an executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the governor pursuant to the Ohio Revised Code, is entitled to be paid the difference between the employee's gross monthly wage or salary and the gross uniformed pay and allowances up to \$500.00 per month. If the gross uniformed pay and allowances equals or exceeds the employee's regular gross monthly wage or salary normally paid by the HCBDD, the employee is not entitled to any additional compensation from the HCBDD after being compensated for the initial 176 hours per calendar year.
4. Request for leave: Employees are required to submit to the HCBDD a copy of the published orders authorizing military duty or a written statement from the appropriate military commander authorizing such duty. Employees requesting such leave will also be required to complete and submit a request for leave.
5. Employees are required to submit to their department head a copy of their military orders and a completed Request for Leave form outlining the anticipated duration of the military leave.

J. ASSAULTLEAVE

1. The HCBDD adopts a policy of assault leave by which an employee who is absent due to physical disability resulting from an assault, which occurs in the course HCBDD business, will be maintained on full pay status for the length of time required to recuperate. The length of absence will not exceed the period prescribed by an Ohio Licensed Medical Practitioner. Absence will not count

against the employee's accrued vacation, sick or personal leave per the Ohio Revised Code.

2. Any cost accrued by the employee, as a result of the assault, that is not covered by typical means (Workers Compensation and/or HCBDD provided insurances) will be reimbursed by the HCBDD.

K. COMMUNITY SERVICE LEAVE

1. The Community Service Days that will be available to any employee based upon established procedures, guidelines, and priorities. The purpose of these days is to (1) give staff paid time off that (2) will allow them the opportunity to "give back" to the Hardin County community without having to use other paid leave days such as Personal or Vacation Days. These days are not intended to supplant the normal use of Personal Days or vacation days. But rather, they are intended to demonstrate the Board's commitment to being a valued contributing member of the community by allowing staff to do just that, give back to the community.
2. At least 3 days shall be available each quarter and requests to use a Community Service Day shall be submitted by interested employees and will be reviewed and approved by the Superintendent or a person/committee so designated by the Superintendent. Procedures and guidelines will be established by the Superintendent in order to implement this policy but shall require as a minimum:
 - a. Community Service Days are not to be awarded in lieu of volunteer work performed by staff outside their normal working hours;
 - b. Community Service Days may be approved in increments of one hour units;
 - c. Community Service Days may not be awarded alongside another personal or vacation day unless the time off is requested for the same reason as the Community Service Day;
 - d. No more than 16 hours may be given to any single employee during a program year.

L. WORKERS' COMPENSATION POLICY

1. State law provides that all employees are covered by workers' compensation for injuries that arise out of or in the course of employment.

2. All injuries which arise out of or in the course of employment shall be reported and compensated for under this workers' compensation section and not under the HCBDD's health insurance plan.
3. Injury and near miss reports: When an employee is injured during the course of employment, the employee is to complete the staff incident form in the Public School Works program. These forms shall be completed regardless of the apparent seriousness of the injury and whether or not medical attention is required. Such forms shall be completed by the employee and forwarded to the employee's supervisor within 24 hours of the injury. The supervisor shall review and add any additional information and complete the form.
4. Application for payment of compensation and medical benefits: When, in addition to medical attention, an employee's injury results in an employee's absence from work for seven (7) days or more, the employee may complete an "*Application for Payment of Compensation and Medical Benefits*" if such employee desires compensation for lost wages. This form shall be given to the employee's supervisor, who shall forward the same to the department's payroll officer for completion. This form shall then be forwarded to the auditor's office for compensation, with a copy to the risk manager.
5. Return to work: The HCBDD must be advised and continually updated if an employee continues to be absent due to a work-related injury. Employees are responsible for providing to HCBDD their estimated date of return. If it is determined that an individual has the ability to return to work with "light" duties, the HCBDD will make every attempt to accommodate the requirement.
6. Documentation: Any documents received from the injured employee, the employee's physician, the hospital, or the state regarding workers' compensation claims must be immediately forwarded to the HCBDD Director of Operations.
7. Wages on injury date: Employees who are injured during the course of employment and who must leave work before completing their work period shall be paid at their regular rate for the balance of time left in their scheduled workday.
8. The HCBDD has three (3) options on how the injured employee is paid if time off work has occurred:
 - a. Allow the injured employee to apply for temporary total (TT);
 - b. Repurchase of used sick leave; and

c. Pay wage continuation.

9. Repurchase of used sick leave: An employee injured during the course of employment, and who makes application for workers' compensation payments, may elect to use accrued sick leave in accordance with HCBDD policy prior to receiving payments from workers' compensation. Employees shall sign an agreement directing all workers' compensation payments to the HCBDD as reimbursement for such payments and shall have a proportionate amount of their sick leave restored upon receipt of the workers' compensation payments by the HCBDD. Additional vacation and sick leave are not earned while an employee is on workers' compensation.
10. Simultaneous payments: Employees are prohibited from receiving payments for sick leave (but may receive other paid leave) while simultaneously receiving payment from Workers' Compensation.
11. Accommodation of disabled employee: When confronted with an employee claiming a disability under the Workers' Compensation system, who is disabled as defined in the ADA, the HCBDD will consider making a reasonable accommodation that would allow the employee to continue performing the essential functions of the employee's position.

M. LEAVE OF ABSENCE WITHOUT PAY

1. Upon the written request of a permanent employee, the superintendent may grant the employee a leave of absence without pay.
2. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months.
3. The maximum duration of a leave of absence without pay for purposes of education, training, or specialized experience which would benefit the HCBDD, or for other related reasons, shall not exceed one (1) year.
4. The authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request will be decided by the superintendent based upon its own merits.
5. Any employee on a leave of absence shall be entitled to continuing membership in the group health insurance plan; however, such employee shall pay the full amount of the premium for as long as such employee remains on leave and as long as the employee chooses to retain the insurance coverage.

6. Upon returning from a leave of absence, the employee is to be placed in their original position, or another position at a similar level of responsibility and with the same pay rate should the original position be abolished.
7. When an employee fails to return to work upon the expiration of an authorized leave of absence without pay, that employee shall be considered as having resigned from the position.
8. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit.
9. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purposes specified, the superintendent or designee may cancel the leave and provide the employee with a written notice directing the employee to report for work.
10. All leaves of absences are to be submitted on the request for leave form with any supporting documentation attached.

N. DISABILITY LEAVE/SEPARATION

1. This section outlines the conditions under which a disability leave or disability separation may be granted to classified employees, and procedures for administering their use. It is intended to outline the procedures to be followed after determining that no reasonable accommodation can be made which would allow the employee to perform the essential functions of the employee's position or other available vacant position for which the employee is qualified.
2. Voluntary reduction: When an employee becomes physically unable to perform the essential functions of the employee's position even with a reasonable accommodation, but is still able to perform the duties of a vacant lower level position, the employee may voluntarily request reduction to the lower level position. Such request shall be in writing, shall state the reason for the request, and, if approved by the superintendent, will be attached to the implementing personnel action.
3. Involuntary disability separation or termination for failure to report for work: Involuntary disability separation is effective in the following cases:
 - a. If an employee becomes unable to perform the essential job duties of the employee's position, subject to the Americans with Disabilities Act, and if the employee has exhausted family and medical leave and other available leaves, the superintendent or designee may involuntarily disability separate the employee; and

- b. If an employee on disability leave is unable to return to work when the employee's disability leave is exhausted, then the superintendent or designee shall involuntarily separate (for disability) the employee if the employee cooperates under this procedure, or remove the employee for being absent without leave if the employee does not cooperate. The superintendent shall do so by completing an Ohio Revised Code order indicating the reasons as "incompetency, neglect of duty, and nonfeasance" with an adequate explanation to make clear the underlying reasons are the employee's failure to report for work able to perform the essential functions of the employee's position. However, if the employee refuses to submit to an examination or to provide proof of disability, grounds for terminating employment shall be neglect of duty, nonfeasance, and failure of good behavior for failure to report for work without approved leave.
4. Medical examination: Medical examinations are either required or permitted in relation to involuntary disability separation as follows:
- a. When required: When requested by the superintendent or designee, a medical or psychological examination conducted by a licensed practitioner selected by the HCBDD, substantiating the disabling illness, injury, or condition, shall be required prior to involuntarily separating the employee unless the employee is hospitalized at the time the employee is involuntarily separated. The HCBDD shall bear the cost of the examination. Both the HCBDD and the employee shall receive the results of that examination and related documents, subject to the Ohio revised Code.
 - b. When permitted: The superintendent or designee may require an employee to submit to a medical or psychological examination in order to determine the employee's capability to perform the essential job duties of the employee's position with or without reasonable accommodation. Such an examination shall be conducted by a licensed practitioner as determined by the HCBDD. Prior to examination, the HCBDD must supply the examining practitioner with facts relating to the perceived disabling illness, injury, or condition and must supply additional information including physical and mental requirements of the employee's position, and responsibilities defined in job description. The cost of the examination shall be paid by the HCBDD. Both the superintendent and the employee shall receive the results of the examination and related documents subject to the Ohio Revised Code.

- c. Failure to appear for examination or refusal to submit: The refusal to submit to the examination, the unexcused failure to appear for an examination, or the refusal to release the results of an examination will subject the employee to removal.

5. Right to pre-separation conference rights of appeal:

- a. The HCBDD shall institute pre-separation proceedings when the results of a medical or psychological examination conducted as provided by subsection D have been received and the HCBDD initially determines an employee is incapable of performing the essential job duties of the employee's assigned position with or without a reasonable accommodation, and initially determines the employee is not eligible to receive benefits under a program provided by the HCBDD. Under such proceedings, a conference shall be scheduled and a 72 hour advance written notice shall be provided to the employee. If the employee does not waive the right to the conference, then at the conference the employee has a right to examine the HCBDD's evidence of disability, to rebut such evidence, and to present testimony and evidence on the employee's own behalf.
- b. If the HCBDD determines, after weighing the testimony presented and evidence admitted at the pre-separation conference, that the employee is capable of performing the essential job duties, then the pre-separation conference shall cease and the employee shall be considered to be fit to perform the essential job duties of the employee's position. If the HCBDD determines, after weighing the testimony presented and the evidence admitted at the pre-separation conference, that the employee is unable to perform the essential job duties, then the superintendent shall issue to the employee an Ohio Revised Code order of involuntary disability separation, as described above.
- c. An employee so separated shall have the right to appeal in writing to the State Personnel Board of Review within 10 days following the superintendent's service upon the employee of the order of involuntary disability separation.
- d. The superintendent or designee shall notify the employee, at the time of the involuntary disability separation, of the required procedures to apply for reinstatement.

6. Right to reinstatement rights of appeal:

- a. An employee may make a written request to the superintendent for reinstatement from an involuntary disability separation. The request shall be accompanied by substantial, credible medical evidence that the employee is once again capable of performing the essential functions of the employee's job. Such requests shall be made not more than once every three (3) months and not later than two (2) years following the beginning of the disability separation, or a leave of absence followed by a disability separation.
- b. When an involuntarily separated employee presents to the superintendent or designee substantial, credible medical evidence as provided by (E)(1) above, showing the employee is once again capable of performing the essential job duties of the employee's assigned position with or without a reasonable accommodation, the superintendent shall either reinstate the employee or require the employee to submit to a medical or psychological examination conducted as provided by subsection (C)(2) above.
- c. The superintendent shall reinstate the employee after receiving the results of the examination if the superintendent or designee determines the employee is once again capable of performing the essential duties of the employee's assigned position with or without a reasonable accommodation.
- d. The superintendent or designee shall institute pre-reinstatement proceedings if the superintendent or designee has received the results of the examination and initially determines the employee remains incapable of performing the essential job duties of the employee's assigned position with or without a reasonable accommodation. Under these proceedings, a hearing shall be scheduled and adequate advance written notice shall be provided to the employee. If the employee does not waive the right to the hearing, the employee has a right at the hearing, to examine the HCBDD's evidence of continuing disability, to rebut such evidence, and to present testimony and evidence on the employee's own behalf.
- e. If the superintendent or designee determines, after weighing the testimony presented and evidence admitted at the pre-reinstatement hearing, that the employee is once again able to perform the essential job duties of the employee's assigned position with or without a reasonable accommodation, then the superintendent shall reinstate the employee. If the superintendent or designee determines, after weighing the testimony presented and evidence admitted at the pre-reinstatement hearing, that the employee is not able to perform the essential duties of the employee's

assigned position with or without a reasonable accommodation, then the superintendent shall not reinstate the employee.

- f. If the superintendent or designee determines an employee, who has been involuntarily separated, has committed an act which is inconsistent with the employee's disability, illness, or injury, then that act may be considered by the superintendent or designee when determining an employee's eligibility for reinstatement.
- g. Once the superintendent or designee properly determines an employee is to be reinstated, the employee has a right to be assigned to a position in the classification the employee held at the time of involuntary disability separation. If the classification the employee held at the time of involuntary disability separation no longer exists or no longer is utilized by the HCBDD, then the employee shall be placed in a similar classification. If no similar classification exists, the employee may be laid off in accordance with the layoff procedures outlined elsewhere within this manual and may exercise any displacement rights which may exist under such procedures.
- h. If the employee has been granted disability benefits by a state retirement system, the requirements of this rule shall apply for up to five (5) years, except a licensed practitioner shall be appointed by the Ohio Public Employees Retirement Board and application for reinstatement shall not be filed after the date of service eligibility retirement.
- 1. An employee refused reinstatement as provided in subsection (E)(5) shall be notified in writing of the refusal to reinstate and of the right to appeal in writing to the State Personnel Board of Review within 30 days of receiving notice of the refusal to reinstate.
- J. An employee who fails to apply for reinstatement within two (2) years following an involuntary disability separation, or a leave of absence followed by an involuntary disability separation, shall be deemed permanently separated from service except as otherwise provided above.

1. HOLIDAYS

- 2. All full-time and part-time county employees are entitled to the following legal holidays:

New Year's Day

January 1

Martin Luther King Day

Third Monday in January

President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

3. If the holiday falls on Sunday, it will be observed on the following Monday; if it falls on a Saturday, it will be observed on the preceding Friday.
4. If a holiday occurs while a full-time or part-time employee is on vacation or sick leave, vacation or sick leave will not be deducted from the employee's accrued balance.
5. In observance of each authorized holiday, employees will normally be granted the day off work. Full-time and part-time employees shall receive straight time pay for each authorized holiday, based upon the number of hours normally scheduled for that day.

Seasonal, temporary, and intermittent employees, however, shall not be granted holiday pay.

6. A full-time employee who is required to work one (1) or more of these holidays to provide necessary minimum staff coverage may receive regular wages plus holiday pay or an alternative day off with regular pay, as determined by the Superintendent.

P. ABSENCES

1. Every employee is important to the successful operation of the HCBDD. Regular and predictable attendance and punctuality are essential functions of every employee's job.
2. Absenteeism increases the workload of other employees and affects the quality of services. An employee is absent for purposes of this section if the employee fails to report to work for an entire scheduled workday and such absence has not been excused (as defined herein), or does not qualify for family medical leave. When utilizing sick leave or unpaid leave, it is the responsibility of the employee to request that the leave be charged against family and medical leave, and/or to provide sufficient and necessary information and documentation to the HCBDD so that the leave (family and medical leave) may properly be charged.

3. When an employee begins to show patterns or trends of absences, the supervisor should review and address these individuals using the disciplinary process.
4. FLSA (Fair Labor Standards Act) nonexempt employees will not be paid for the period of time the employee has been absent if such absence has not been covered with approved leave. Employees are required to use their sick time for an absence if they have time in their account. Supervisors may make exceptions for employees who might make up time missed for a physician appointment within that same day. There are exceptions where to deduct pay for FLSA-exempt employees.
 - a. Absences without adequate and proper notification to the supervisor, as discussed herein, will result in an employee being counseled, disciplined, and subject to termination in accordance with HCBDD policy.

Q. UNAUTHORIZED LEAVES

1. Any HCBDD employee who is absent from duty without authorized leave and notice to the Director of Operations or designee, shall be subject to disciplinary action up to and including termination.

R. FAMILY AND MEDICAL LEAVE POLICY

1. Statement of Policy. Eligible employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993.
2. Definitions. As used in this policy, the following terms and phrases shall be defined as follows:
 - a. Family and/or medical leave Of absence: An approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:
 1. Upon the birth of an employee's child and in order to care for the child;
 2. Upon the placement of a child with an employee for adoption or foster care;
 3. When an employee is needed to care for a family member who has a serious health condition;
 4. When an employee is unable to perform the functions of his position because of the employee's own serious health condition; and
 5. Qualifying service members leave.
 - b. Service-member Leave: The spouse, parent or child of a member of the U.S. military service is entitled to twelve (12) weeks of FMLA leave due to

qualifying exigencies of the service-member being on "covered active duty" or receiving a "call to covered active duty." In addition, a spouse, child, parent or next of kin (nearest blood relative) of a service-member is entitled to up to twenty-six (26) weeks of leave within a "single twelve (12)-month period" to care for a service-member with a "serious injury or illness" sustained or aggravated while in the line of duty on active duty. The "single twelve (12)-month period" for leave to care for a covered service-member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

- c. Per year: A rolling twelve (12) month period measured forward from the date an employee uses any leave under this policy.
- d. Serious health condition: Any illness, injury, impairment, or physical or mental condition that involves:
 1. Inpatient care;
 2. Any period of incapacity of more than three consecutive calendar days that also involves:
 - Two or more treatments by a health care provider, the first of which must occur within seven (7) days of the first day of incapacity and both visits must be completed within thirty (30) days; or
 - Treatment by a health care provider on one occasion that results in a regimen of continuing treatment under the supervision of a health care provider.
 3. Any period of incapacity due to pregnancy or for prenatal care.
 4. A chronic serious health condition which requires at least two "periodic" visits for treatment to a health care provider per year and continues over an extended period of time. The condition may be periodic rather than continuing.
 5. Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e., terminal stages of a disease, Alzheimer's disease, etc.).
 6. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three days absent medical intervention. (i.e., chemotherapy, dialysis for kidney disease, etc.).

- e. Licensed health care provider: A doctor of medicine, a doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and others as specified by law.
 - f. U: Spouse, child, parent or a person who stands "in loco parentis" to the employee.
 - g. Covered Service-member: Means either:
 1. A member of the Armed Forces, including a National Guard or Reserve Member, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or
 2. A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a National Guard or Reserves Member, at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran.
 3. Note: An individual who was a member of the Armed Forces (including National Guard or Reserves) and who was discharged or released under conditions other than dishonorable prior to March 8, 2012, the period of October 28, 2009 and March 9, 2012, shall not count toward the determination of the five-year period for covered veteran status.
 - h. Outpatient Status: The status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving outpatient medical care.
 - i. Next Of Kin: The term "next of kin" used with respect to a service-member means the nearest blood relative of that individual.
- J. Serious injury or illness, for purposes for the 26 week military caregiver leave means either:
1. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and
 11. In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the

Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or

A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of

Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

k. Covered Active Duty or Call to Covered Active Duty:

1. In the case of a member of a Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country, (Active duty orders of a member of the Regular components of the Armed Forces generally specify if the member is deployed to a foreign country.
11. In the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to specific sections of the U.S. Code, as outlined in 29 CFR § 825.126.

1. Deployment to a foreign country: Deployment to areas outside of the United States, the District of Columbia or any Territory or possession of U.S., including international waters.

m. Qualifying Exigency (for purposes of the twelve (12)-week qualifying exigency leave) includes any of the following:

1. Up to seven days of leave to deal with issues arising from a covered military member's short notice deployment, which is a deployment of seven (7) or fewer days' notice;
11. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
111. Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;

- 1v. Making or updating financial and legal arrangements to address a covered military member's absence, such as preparing powers of attorney, transferring bank account signature authority, or preparing a will or living trust;
- v. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
- v1. Rest and recuperation leave of up to fifteen (15) days to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment. This leave may be used for a period of 15 calendar days from the date the military member commences each instance of Rest and Recuperation leave;

Attending certain post-deployment activities within ninety (90) days of the termination of the covered military member's duty, such as arrival ceremonies, reintegration briefings, and any other official ceremony or program sponsored by the military, as well as addressing issues arising from the death of a covered military member;

- v11. Qualifying parental care for military member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age, when the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living, as described in 29 C.F.R. § 825.126, and the need arises out of the military member's covered active duty or call to covered active duty status; and
- v111. Any qualifying exigency which arose out of the covered military member's covered active duty or call to covered active duty status.

3. Leave Entitlement. To be eligible for leave under this policy, an employee must meet all of the following conditions:

- a. Worked for the agency for at least twelve (12) non-consecutive months, or fifty-two (52) weeks;

- b. Actually worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin; and
 - c. Work at a location where the HCBDD employs fifty (50) or more employees within a seventy-five (75) mile radius.
 - 1. The entitlement to FMLA leave for the birth or placement for adoption or foster care expires at the end of the twelve (12) month period following such birth or placement.
 - 11. Spouses who are both employed by the agency are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, and for the care of certain family members with serious health conditions.
4. Use of Leave. The provisions of this policy shall apply to all family and medical leaves of absence as follows:
- a. Generally: An employee is only entitled to take off a total of twelve (12) weeks of leave per year under the FMLA. As such, employees will be required to utilize their accumulated unused paid leave (sick, vacation, etc.) in conjunction with their accumulated unused unpaid Family Medical Leave. Employees will be required to use the type of accumulated paid leave that best fits the reason for taking leave and must comply with all procedures for requesting that type of leave as stated in the relevant policy. Any time off that may legally be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.
 - b. Birth of An Employee's Child: An employee who takes leave for the birth of his or her child must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy or post-partum recovery period, the employee will be required to exhaust all of her sick leave prior to using unpaid leave for the remainder of the twelve (12) week period. (*Note: See section E below for information on disability leaves.*)
 - c. Placement of a Child for Adoption or Foster Care: An employee who takes leave for the placement of a child for adoption or foster care must first use

all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.

d. Employee's Serious Health Condition or Family Member's Serious Health Condition: An employee who takes leave because of his serious health condition or the serious health condition of his family member must use all available accrued paid leave prior to using unpaid leave for the remainder of the twelve (12) week period. Dependent on the circumstance, the HCBDD may require the utilization of FMLA upon the first request of leave.

5. FMLA and Disability/Workers' Compensation. An employee who is eligible for FMLA leave because of their own serious health condition may also be eligible for workers' compensation if the condition is the result of workplace accident or injury.

Regardless of whether the employee is using worker's compensation benefits, the HCBDD may designate the absence as FMLA leave, and count it against the employee's twelve (12) week FMLA entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these may be compensated absences, if the employee participates in the worker's compensation program, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the HCBDD require him to do so, while the employee is receiving compensation from such a program.

6. Procedures for Requesting FMLA Leave. Requests for FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or as soon as practicable prior to the commencement of the leave. If the employee fails to provide thirty (30) days' notice for foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the HCBDD receives notice. The employee must follow the regular reporting procedures for each absence.

FMLA requests must be submitted on a standard leave form prescribed by the HCBDD. The HCBDD will determine whether the leave qualifies as FMLA leave, designate any leave that counts against the employee's twelve (12) week entitlement, and notify the employee that the leave has been so designated.

When an employee needs foreseeable FMLA leave, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the HCBDD's operations.

7. Certification of Need for FMLA Leave for Serious Health Condition. An employee requesting FMLA leave due to their family member's serious health condition must provide a doctor's certification of the serious health condition, which must designate that the employee's presence is reasonably necessary. Such certification shall be submitted at the time FMLA leave is requested, or if the need for leave is not foreseeable, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation at the time FMLA leave is requested.

If the medical certification is incomplete or insufficient, the employee will be notified of the deficiency and will have seven (7) calendar days to cure the deficiency.

The HCBDD may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the HCBDD. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the HCBDD. If the first and second opinions differ, the HCBDD, at its own expense, may require the binding opinion of a third health care provider approved jointly by the HCBDD and the employee. Failure or refusal of the employee to submit to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

Employees who request and are granted FMLA leave due to serious health conditions may be required to provide the HCBDD periodic written reports assessing the continued qualification for FMLA leave. Further, the HCBDD may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.), or if the HCBDD receives information that casts doubt on the employee's stated reason for the absence. The employee must provide the requested additional reports to the HCBDD within fifteen (15) days.

8. Certification for Leave taken because of a Qualifying Exigency. The HCBDD may request that an employee provide a copy of the military member's active duty orders to support the request for qualifying exigency leave. Such certification for qualifying exigency leave must be supported by a certification containing the following information: statement or description of appropriate facts regarding the qualifying exigency for which leave is needed; approximate date on which the qualifying exigency commenced or will commence; beginning and end dates for leave to be taken for a single continuous period of time; an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; appropriate contact information for the third

party if the qualifying exigency requires meeting with a third party and a description of the meeting; and, if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders, or other documentation issued by the military which indicates the military member has been granted Rest and Recuperation leave, and the dates of the military member's Rest and Recuperation leave.

9. Intermittent/Reduced Schedule Leave. When medically necessary, an employee may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for adoption or foster care with the employee unless specifically authorized in writing by the Superintendent or designee. Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave, or, as soon as practicable.

To be entitled to intermittent leave, the employee must, at the time such leave is requested, submit additional certification as prescribed by the HCBDD establishing the medical necessity for such leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts supporting the medical necessity for taking FMLA leave on an intermittent or reduced schedule basis. In addition, an employee requesting foreseeable intermittent or reduced schedule FMLA leave may be required to meet with the superintendent or designee to discuss the intermittent or reduced schedule leave.

An employee who requests and is granted FMLA leave on an intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay, and benefits if the alternative position would better accommodate the intermittent or reduced schedule. An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the HCBDD's operations.

10. Employee Benefits. Except as provided below, while an employee is on FMLA leave, the HCBDD will continue to pay its portion of premiums for any life, medical and vision insurance benefits under the same terms and conditions as if the employee had continued to work throughout the leave. The employee continues to be responsible for the payment of any contribution amounts he would have been required to pay had he not taken the leave, regardless of whether the employee is using paid or unpaid FMLA leave. Employee

contributions are subject to any change in rates that occurs while the employee is on leave.

The HCBDD will not continue to pay the HCBDD portion of premiums for any life, medical and vision insurance benefits if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums or if the employee's payment for his portion of the premium is late by more than thirty (30) days; the HCBDD shall provide the employee written notice, by mail, 15 days prior to ceasing the premium payment. If the employee chooses not to continue health care coverage during FMLA leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the HCBDD may seek reimbursement from the employee for any amounts paid by the HCBDD for insurance benefits the employee received through the HCBDD during any period of unpaid FMLA leave. Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.

FMLA leave, whether paid or unpaid, will not constitute a break in service. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service credit as the employee held immediately prior to the commencement of FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits which are based on length of service. However, specific leaves times (i.e., sick, vacation, and personal leave and holidays) will not accrue during any period of unpaid FMLA leave.

11. Reinstatement. An employee on FMLA leave must give the HCBDD at least two business days' notice of their intent to return to work, regardless of the employee's anticipated date of return. Employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave except that if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility, and authority and which carries equivalent status, pay, benefits, and other terms and conditions of employment as the position the employee occupied prior to taking FMLA leave. The determination as to whether a position is an "equivalent position" will be made by the HCBDD.

An employee will not be laid off as a result of exercising their right to FMLA leave. However, the HCBDD will not reinstate an employee who has taken FMLA leave if, as a result of a layoff within the agency, the employee would not

otherwise be employed at the time reinstatement is requested. An employee on FMLA leave has no greater or lesser right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during her FMLA leave.

Prior to reinstatement, employees who take FMLA leave based on their own serious health condition shall provide certification from the employee's health care provider that the employee is able to perform the essential functions of his position, with or without reasonable accommodation.

12. Records. All records relative to FMLA leave will be maintained by the HCBDD as required by law. Any medical records accompanying FMLA leave requests will be kept separate from an employee's regular personnel file. To the extent permitted by law, medical records related to FMLA leave shall be kept confidential. Records and documents created for purposes of FMLA containing family medical history or genetic information as defined by the Genetic Information Nondiscrimination Act of 2008 (GINA) shall be maintained in accordance with the confidentiality requirements of Title II of GINA, which permit such information to be disclosed consistent with the requirements of FMLA.

S. CONTINUATION OF HEALTH CARE BENEFITS

1. Overview. Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (hereinafter "COBRA"), requires employers to permit Covered Employees (an employee enrolled in an employer sponsored health insurance program), their dependent children and their spouses who lose their right to participate in employer sponsored group health programs to purchase group coverage at their own expense.

COBRA is limited to continuation of health related benefits. COBRA does not apply to life insurance, professional liability insurance, etc., nor does it waive open enrollment periods for employees who were not Covered Employees at the time of the Qualifying Event. Provided the Covered Employee was not terminated for gross misconduct, Covered Employees, their dependent children and their spouses may purchase continuation coverage as follows.

2. Qualifying Events. Eligibility for continuation coverage is triggered by the occurrence of a Qualifying Event that renders a Covered Employee, his/her dependent children or his/her spouse ineligible to participate in the Hardin County Board of Developmental Disabilities' ("Hardin County Board") health insurance programs. COBRA recognizes the following Qualifying Events:
 - a. The Covered Employee's Voluntary separation from employment including resignation for any reason;

- b. The Covered Employee's involuntary termination for any reason except "gross misconduct;"
 - c. Reduction of the Covered Employee's work hours for any reason including change from full to part time employment, strike, layoff, or leave of absence;
 - d. Death of the Covered Employee;
 - e. The Covered Employee's loss of benefits by virtue of qualifying for Medicare;
 - f. Change in family status due to the Covered Employee's Divorce or legal separation or emancipation of the Covered Employee's dependent child; and
 - g. Bankruptcy of the Hardin County Board.
3. Qualified Beneficiary. A Qualified Beneficiary is an individual who, on the day prior to the Qualifying Event, is covered under the Board's group health plan. Each Qualified Beneficiary may individually decide whether to enroll or forego continuation coverage under COBRA. COBRA recognizes the following people as Qualified Beneficiaries:
- a. The Covered Employee;
 - b. The Covered Employee's spouse and
 - c. The Covered Employee's dependent children.
4. Coverage Period. Depending on the nature of the Qualifying Event and whether the Qualified Beneficiary was disabled, continuation coverage is available for periods of 18, 29 or 36 months.
- a. 18 month continuation. Qualified beneficiaries may elect to continue coverage for up to 18 months following:
 - 1. The Covered Employee's Voluntary separation from employment including resignation for any reason;
 - 11. The Covered Employee's involuntary termination for any reason except "gross misconduct;" or

- 111. Reduction of the Covered Employee's work hours for any reason including change from full to part time employment, strike, layoff, or leave of absence;
- b. Extension due to disability. A Qualified Beneficiary who is disabled as defined by Title II or XVI of the Social Security Act at the time of any of the Qualifying Events described in Section A.1, A.2, or A.3, may elect to continue coverage for up to 29 months following the Qualifying Event. The Qualified Beneficiary must provide the plan administrator a copy of the Notice of Disability issued by the Social Security Administration before the initial, 18 month continuation period expires and no more than 60 days after receiving the Notice of Disability from the Social Security Administration.
- c. 36 month continuation. Qualified Beneficiaries may elect to continue coverage for up to 36 months following:
 - 1. Death of the Covered Employee;
 - 111. The Covered Employee's loss of benefits by virtue of becoming eligible for Medicare; or
 - 1. Change in family status due to the Covered Employee's Divorce or legal separation or emancipation of the Covered Employee's dependent child.

5. Premiums

- a. Qualified Beneficiaries must pay the entire monthly premium for continuation coverage plus an administrative fee equal to 2% of premium.
- b. Qualified Beneficiaries are not required to submit a premium and administrative fee with their "COBRA Election Form." The first payment - which must include all premiums and administrative fees due from the day coverage ended through the day on which the Board received the "COBRA Election Form" - is due 45 days after submission of the "COBRA Election Form."
- c. Except for the initial payment, premiums and administrative fees are due on the first day of the month to which they apply. Premium and administrative payments are subject to a 30 day grace period. If the last day of the grace period falls on a day the Hardin County Board is not open for business, payment is due on the next working day. If the premium and administrative fee is not paid in full on or before the last day of the grace

period, coverage is terminated and the Qualified Beneficiary is no longer eligible for continuation coverage.

- d. Premiums and administrative fees must be paid in full by money order, certified check or cashier's check payable to the Hardin County Board of DD. The Hardin County Board shall not accept partial payments, cash, personal checks or credit cards. A payment is made on the day the Hardin County Board receives the entire premium and administrative fee in the form of a money order, certified check or cashier's check.
- e. Continuation insurance is not effective, and no benefits will be paid, for any period for which a Qualified Beneficiary has not paid his/her premium and administrative fee.

6. Notice and Timelines

- a. The Hardin County Board or the plan administrator shall issue all notices to Qualified Beneficiaries required by this policy. Notices may be personally delivered or sent by first class or certified US mail, return receipt requested. Notice to a Covered Employee's spouse constitutes notice to each Qualified Beneficiary residing with the spouse.
- b. Notice from the Qualified Beneficiary to the Hardin County Board or the Plan Administrator shall be delivered to the Hardin County Board's administrative offices.
- c. For purposes of this section, "Continuee" means a Qualified Beneficiary who elected continuation coverage following a Qualifying Event.
- d. The following timelines govern this policy:
 - 1. (ii) The HCBDD or shall notify Qualified Beneficiaries of their COBRA rights by certified mail within 30 days following commencement of coverage under the plan.
 - 11. Notice of continuation coverage rights arising out of Qualifying Events *other than* change in family status due to the Covered Employee's Divorce or legal separation or emancipation of the Covered Employee's dependent child shall be issued as follows:
 - a. The Hardin County Board shall notify the plan administrator of the Qualifying Event no more than 30 days after that event occurs.

- b. The plan administrator shall notify each Qualified Beneficiary of his or her right to Continuation Coverage no more than 14 days after it is notified of the Qualifying Event.
- e. Notice of continuation coverage rights *due to change in the Covered Employees family status* shall be issued as follows:
 - 1. The Covered Employee or a Qualified Beneficiary affected by the change in family status shall notify the Plan Administrator of the Qualifying Event no more than 60 days after it occurs.
 - 11. The plan administrator shall notify each Qualified Beneficiary of his or her right to Continuation Coverage no more than 14 days after it is notified of the Qualifying Event.
- f. Qualified Beneficiaries shall elect continuation coverage by submitting a "COBRA Election Form" to the Hardin County Board no more than 60 days following receipt of notice. Failure to elect continuation coverage within that time forever waives a Qualified Beneficiary's right to continuation coverage.
- g. Premiums and administrative fees for the period beginning the day coverage ends through the day on which the Hardin County Board received the "COBRA Election Form" are due 45 days after submission of the "COBRA Election Form."
- h. Qualified Beneficiaries seeking an extension due to disability shall provide the plan administrator a copy of the Notice of Disability issued by the Social Security Administration before the initial, 18 month continuation period expires and no more than 60 days after receiving the Notice of Disability from the Social Security Administration.
- i. Continuees shall be notified of all open enrollment periods. Notice shall include the open enrollment period's dates, the options offered and the monthly premiums and administrative fees for each option.
- J. Continuees shall be notified of all plan changes. Notice describing changes to the plan or premiums shall be sent as soon as practicable after the Hardin County Board learns of the change.

7. Termination of Coverage

- a. Continuation coverage shall be terminated as follows:

1. At the end of the Coverage Period;
11. On the date a Qualified Beneficiary becomes Medicare eligible unless his/her eligibility is due to End Stage Renal Disease (ESRD) or because he/she is classified as a "disabled active individual" under a "large group health plan;"
111. The first day for which timely payment is not made to the plan;
- 1v. The day the Hardin County Board ceases to maintain any group health plan;
- v. The date a Qualified Beneficiary both becomes covered under another group health plan and is not subject to an exclusion or limitation with respect to any pre-existing condition;
- v1. 30 days after the date a Qualified Beneficiary receiving the 11 month COBRA extension due to disability is ruled no longer disabled or
- v11. For Qualified Beneficiaries other than the Covered Employee and provided insurance was not otherwise terminated, 36 months after the Covered Employee qualifies for Medicare.

Hardin County Board of Developmental Disabilities
POLICY

Policy Number: P-7	Page: 1	Of: 30
Title: Personnel – Personnel Policies		
Regulatory Authority:		
Effective Date: 2/20/18		
Reviewer/Job Title: Superintendent or designee		

PERSONNEL
PERSONNEL POLICIES

(A) ETHICS OF PUBLIC EMPLOYMENT POLICY

- (1) All employees are expected to maintain the highest possible ethical and moral standards, and to perform within the laws of the state of Ohio and other rules and regulations set forth by the HCBDD. It is important to remember that the compensation of all employees is paid through taxes and user fees. Therefore, each employee assumes the responsibility to serve the public in an honest, effective, and friendly manner.
- (2) In recognition of same, no employee shall:
 - (a) Use their position for personal gain or engage in any transaction which is in conflict with the proper discharge of the employee's official duties;
 - (b) Use or disclose confidential or proprietary information concerning the property, government, or affairs of the county without proper legal authorization;
 - (c) Solicit or accept anything of substantial value as defined by the Ohio Ethics Commission, whether in the form of service, loan, item, or promise from any person, firm, or corporation which is interested directly or indirectly in any manner whatsoever in business dealings with the county;
 - (d) Accept from any person, firm, or corporation doing business with the county, any material or service for the private use or benefit of the employee;
 - (e) Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper performance of the employee's official duties or would tend to impair independent judgment or action in the performance of official duties;
 - (f) While an employee, or for one (1) year thereafter, represent another person before a public agency on any matter in which the employee personally participated as an employee;

- (g) Receive or agree to receive outside compensation for services rendered in a matter before any office or department of the county unless excepted as provided in the Ohio Revised Code; and
- (h) Have a personal interest in a contract with the county or use their position or authority to secure approval of a public contract in which the employee, a member of the employee's family, or business associate has an interest.

(B) ETHICS OF PUBLIC EMPLOYMENT PROCEDURE

- (1) Any department head in doubt as to the application of this section or other ethics laws or regulations may seek the advice of the Hardin County Prosecutor, who may refer the matter to the Ohio Ethics Commission for a binding advisory opinion.
- (2) Employees shall be provided with a copy of Ohio's Ethics Laws at commencement of employment. The laws are also available at www.ethics.Ohio.gov.

(C) APPEARANCE

- (1) The HCBDD reserves the right to prescribe appropriate professional dress and grooming, and to set standards which are in the best interest of the county.
- (2) The HCBDD requires that an employee's clothing, grooming, and overall appearance be professionally appropriate, in good taste, and should present a favorable public image, and be in conformity with regulations established by the HCBDD due to the specialized nature of service provided or the employment position maintained.
- (3) Clothing shall be conducive to the safe and effective performance of required job duties.

(D) TARDINESS

- (1) Tardiness on a regular basis is inexcusable and shall not be tolerated. Tardiness is defined as any situation where an employee reports to work after his or her scheduled starting time. Whenever an employee is tardy, that employee may be subject to a reduction in pay corresponding to the amount of time he or she was late unless he or she offers to the supervisor a written reason for being late deemed acceptable by the supervisor.
- (2) In addition, if an employee is tardy, that employee may be subject to appropriate disciplinary action unless he or she offers to the supervisor a written reason for being tardy deemed acceptable by the supervisor.
- (3) Employees shall be responsible for reporting to work at the place designated by their immediate supervisor.
- (4) Employees shall not leave their work area and quit working prior to their scheduled quitting time. Violation of this policy may subject the employee to disciplinary action.

(5) Although FLSA-exempt employees shall not suffer any loss of pay under this policy, every FLSA-exempt employee is required to report to work promptly at his scheduled starting time.

(6) Exempt employees who are late will be subject to appropriate disciplinary action.

(E) POLITICAL ACTIVITY POLICY

(1) This policy is meant to comply with the Ohio Revised Code. HCBDD's Administration shall inform employees of any federal funding restrictions on political activity. All employees are encouraged to exercise their constitutional rights to vote. References in this policy to politics and political activity refer to partisan activities, campaigns, and elections involving primaries, partisan ballots, or partisan candidates. The following are examples, but the lists are not necessarily all-inclusive:

- (a) Examples of permissible activities for employees in the classified service include, but are not limited to the following:
 - (i) Registration and voting;
 - (ii) Expression of opinions, either oral or written;
 - (iii) Voluntary financial contributions to political candidates or organizations;
 - (iv) Circulation of nonpartisan petitions, petitions that do not identify with any particular party, or petitions stating views on legislation;
 - (v) Attendance at political rallies;
 - (vi) Signing nominating petitions in support of individuals;
 - (vii) Display of political materials in the employee's home or on the employee's property;
 - (viii) Wearing political badges or buttons, or the display of political stickers on private vehicles; and
 - (ix) Serving as a precinct election official under the Ohio Revised Code.
- (b) The following activities are prohibited to employees in the classified service:
 - (i) Candidacy for public office in a partisan election;
 - (ii) Candidacy for public office in a nonpartisan general election if the nomination to candidacy was obtained in a partisan primary or through the circulation of nominating petitions identified with a political party;
 - (iii) Filing of petitions meeting statutory requirements for partisan candidacy to elective office;

- (iv) Circulation of official nominating petitions for any candidate participating in a partisan election;
 - (v) Service in an elected or appointed office in any partisan political organization;
 - (vi) Acceptance of a party-sponsored appointment to any office normally filled by partisan election;
 - (vii) Campaigning by writing for publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success;
 - (viii) Solicitation, either directly or indirectly, of any assessment, contribution, or subscription, either monetary or in-kind, for any political party or political candidate;
 - (ix) Solicitation of the sale, or actual sale, of political party tickets;
 - (x) Partisan activities at the election polls, such as solicitation of votes for other than nonpartisan candidates and nonpartisan issues;
 - (xi) Service as witness or challenger for any party or partisan committee;
 - (xii) Participation in political caucuses of a partisan nature; and
 - (xiii) Participation in a political action committee which supports partisan activity.
- (c) An employee in the classified service who engages in any of the activities listed in paragraphs (b)(1) to (b)(xiii) of this policy is subject to removal from his or her position in the classified service. The HCBDD may initiate such removal action in accordance with the procedures in the Ohio Revised Code.

(F) ETHICS OF PUBLIC EMPLOYEMENT PROCEDURE

- (1) Any employee desiring to seek or accept any public position or office should inform the superintendent, who may request an opinion in advance from the Hardin County Prosecuting Attorney.

(G) NO SOLICITATION/NO DISTRIBUTION

- (1) Purpose: This policy is designed to protect the interests of the citizens of Hardin County by ensuring that only official HCBDD business is transacted in the various work areas during employee work time.
- (2) Non-employee solicitation and distribution: There shall be no solicitation or distribution by non-employees at any time on HCBDD property or in any work area. This section does not apply to vendors as defined in the definition section of this policy.

- (3) Employee no solicitation rule: Employees shall not solicit other employees or non-employees during working time. Employees may solicit other employees during non-working time in non-working areas.
- (4) Employee no distribution rule: There shall be no distribution during working or non-working time in work areas. Employees may distribute goods and written materials during non-working time in non-working areas. For the purpose of this policy the following definitions shall apply:
 - (5) Distribution: An act of distributing goods, materials, and/or written materials.
 - (6) Employee: Any person in the employ of the county in any status.
 - (7) Non-work area: Any area on or off HCBDD property not designated as a work area.
 - (8) Non-work time: Any time during an employee's workday where the employee is totally relieved of work duties, such as break time and lunchtime; whether an employee is in paid or unpaid status during these times is immaterial to the designation of non-work time.
 - (9) Solicitation: An act of requesting an individual to purchase goods, materials, or services, or a plea for financial contribution.
 - (10) Vendor: Any individual or group engaged in or desiring to engage in the supply of goods, materials, or services to the county and its HCBDDs, which goods, materials, or services are utilized in the conduct of public business.
 - (11) Work area: Any office, building, or physical location where official county HCBDD business is transacted and/or operations of the county are being conducted. This includes any public or private areas where employees are engaged in work activities.
 - (12) Work time: All the time when an employee's duties require that he or she be engaged in work tasks, but does not include an employee's own time before or after a work shift.

(H) USE OF COUNTY OWNED AND PERSONAL VEHICLES

(1) All accidents or incidents involving a vehicle owned, leased or operated by the Hardin County Board of Developmental Disabilities (HCBDD) or a vehicle operated by a HCBDD employee while acting within the scope of employment, which results in or directly contributes to a fatality, injury, or damage to any vehicle or property, shall be reported immediately, regardless of the severity, and regardless of where the accident occurs, (whether county, private, or public property) to the appropriate administrative personnel. Failure to immediately report accident/incident will result in disciplinary action up to and including termination.

(1) HCBDD or Owned Vehicles

- (a) This policy is for the use of any motor vehicles owned or leased by the HCBDD.

- (b) An individual, who is not employed by the HCBDD, may not operate an HCBDD owned or leased vehicle unless specifically authorized by the Superintendent or designee. No HCBDD employee shall use or permit the use of any vehicle or any supplies for it, except in the transaction of public business or work of the HCBDD, per the Ohio Revised Code.
- (c) All HCBDD employees must adhere to all Ohio Motor Vehicle (OMV) laws related to the usage of electronic devices while operating a motor vehicle.
- (d) Smoking is prohibited in all HCBDD owned or leased vehicles.
- (e) The HCBDD will comply with the rules put forth by the applicable Ohio Department of Developmental Disabilities and the Ohio Department of Education governing operation, training, safety, and use of its locally funded transportation resources.
- (f) HCBDD owned vehicles shall be used for activities approved by the Superintendent, or designee, in accordance with the Ohio Administrative Code and the Ohio Pupil Transportation Operation and Safety Rules. Authorized passengers on HCBDD owned and operated vehicles shall be approved by the Superintendent or his/her designee.
- (g) HCBDD bus drivers, transportation aides, or their designee will receive training in accordance with the Ohio Administrative Code and the Ohio Pupil Transportation Operation and Safety Rules. A copy of all training shall be kept in their personnel file.
 - (1) The board may suspend or terminate any bus driving employee who has charged against him a total of eight (8) points or more within a period of two (2) years from the date of his first conviction. The point accumulation includes all points accumulated on the employee's driving record during the course of employment or while operating a private vehicle. Total of two (2) points shall require frequent checking, four (4) points requires being called in for a conference and verbal request to undergo drivers training, six (6) points subject to suspension from work and eight (8) points termination.
- (h) All operators and passengers in HCBDD owned vehicles will comply with the following:
 - (i) Operator's license: All operators of any county-owned or leased vehicles must have a valid state-issued operator's license, which includes the specific class of vehicle being operated. Suspension of an employee's operator's license will result in a suspension of any and all county-approved driving privileges. Any employee who is authorized to use a HCBDD owned or leased vehicle and whose operator's license is suspended, must notify their immediate supervisor of this fact at the earliest of the following: day of suspension or next working day. The supervisor must notify the superintendent within the same time limitations.

- (iii) Seat belts: As required by the Ohio Revised Code, all passengers of a HCBDD owned or leased vehicle or privately-owned vehicle, while being operated in the transaction of public business or work of the HCBDD, shall wear safety belts at all times while the vehicle is in operation. The vehicle operator is responsible for ensuring all passengers wear safety belts. Failure by any employee to comply with this provision must be reported to the appropriate supervisor.
- (iv) Alcohol and other substances: All HCBDD employees, and/or other persons authorized to use an HCBDD owned or leased vehicle shall not operate any HCBDD owned or leased vehicle while under the influence of any alcohol or any controlled substances. Alcoholic beverages, controlled substances, and/or illegal drugs are not to be used or transported in or on any HCBDD owned or leased vehicles. Legally prescribed medications are permissible only when their use does not adversely affect the employee's driving ability and safe operation of the vehicle.
- (v) Accident reporting/traffic citations: In the event of an automobile accident, the vehicle operator is responsible for contacting the appropriate law enforcement agency immediately, or as soon after the accident as is practical.
- All accidents and moving violations received by a HCBDD employee shall be reported to the Director of Operations along with accident report, but in no event beyond 24 hours of the event or, if the event occurs on a holiday or weekend, on the next working day.
 - All parking, moving violations, penalties, and/or other fines received during the operation of a HCBDD or leased vehicle are the full responsibility of the operator.
- (vi) Preventive maintenance and service: All HCBDD owned or leased vehicles shall receive preventative maintenance according to standards established by the superintendent and/or by the department head. Any vehicle operators shall immediately notify their supervisor should they detect any unsafe or hazardous condition in or upon any and all county-owned or leased vehicles. The supervisor shall, in turn, notify the Director of Operations to schedule such service... HCBDD gasoline credit cards shall be used to purchase gasoline, oil, etc., for all HCBDD owned or leased vehicles on official HCBDD business only unless other arrangements have been made and approved by the superintendent and/or department head. All operators of any HCBDD owned or leased vehicle shall be responsible for the appearance (interior and exterior) of

the HCBDD vehicle they are using and/or which has been assigned to them.

- (vii) all individuals required to operate an HCBDD owned or leased vehicle are required to:
 - Submit to a drug screening as requested;
 - Clean drivers abstract every 3 years;
 - Participate in annual training (pre-trip inspections and vehicle log management)
- (vii) Insurability: All employees required to drive an HCBDD vehicle for HCBDD business, must be insurable under the HCBDD's liability insurance plan.
- (viii) Any HCBDD employee who has charged against him/her a total of eight points or more within a two year period from the date of the first conviction shall be denied the use and operation of any HCBDD or county owned vehicle and will not receive mileage reimbursement from the HCBDD.
- (viii) All HCBDD employees who operate a county owned vehicle recklessly may be disciplined including termination.

(2) Personal Vehicles Used for Conducting HCBDD Business

- (a) All HCBDD employees who use their own vehicle to conduct HCBDD business, as defined in their position description, will be reimbursed on a mileage basis. Mileage will be reimbursed at the authorized HCBDD rate subject to approval by the Superintendent. All employees must maintain their own liability insurance as required by law, subject to the limits prescribed by the HCBDD's vehicle insurance plan. All mileage reimbursement is subject to provision (H)(1)(viii) above.
- (b) The employee's personal insurance shall be considered primary coverage. All employees must provide proof of automobile insurance and a valid driver's license to the HCBDD Director of Operations.
- (c) It is the intent of the HCBDD to provide transportation for enrollees by private entities, but in the case of an emergency, employees may be required to transport individuals during working hours if approved by the Superintendent and/or designee.
- (d) All Employees operating their own vehicles on HCBDD business are required to submit an Annual Drivers' Abstract Request Form to Human Resources.

(3) **Recordkeeping.** All HCBDD employees, prior to operating a HCBDD owned or leased vehicle in the transaction of HCBDD business or work, shall be given a copy of the HCBDD vehicle use policy and acknowledge receipt of the same. The department manager shall maintain these records.

- (a) Each vehicle operator shall be responsible for maintaining the appropriate vehicle logs. The type of log used may be specific to the function of the vehicle. Vehicles' use logs may be reviewed by the business manager monthly. Logs must contain date of trip, purpose of trip, place of trip, and beginning/ending odometer readings.

(4) **Penalties:** Whoever violates the Ohio Revised Code may be subject to penalties pursuant to the Ohio Revised Code. Violation of this policy by HCBDD employees is subject to revocation of the use of any HCBDD owned or leased vehicle.

(5) Any and all HCBDD employees who fail to comply with the vehicle policies and procedures and/or who misuse or abuse any HCBDD or leased vehicles or equipment may be subjected to disciplinary actions which may include, but is not limited to, the following:

- (a) Written notice of the violation;
- (b) For recurring traffic violations or accidents, the person may be assigned to attend a defensive driving or driving instruction class; and
- (c) Loss of driving privileges – not permitted to drive a HCBDD owned or leased motor vehicle.

(6) In those cases where the employee's job requires driving a county-owned or leased vehicle, suspension of the employee's driver's license may result in reassignment or termination of employment.

(I) TOOLS, SUPPLIES, AND EQUIPMENT

(1) When tools, supplies, and equipment needed to perform job duties are provided by the HCBDD, it is the responsibility of supervisors to see that they are properly used and maintained. Employees, however, should notify the supervisor if the equipment being used does not work properly, is excessively noisy, or appears to be unsafe.

(2) Misuse, neglect, theft, and abuse of tools, supplies, or equipment is prohibited. Breakage or damage of equipment or supplies by an employee will necessitate an investigation and may be cause for disciplinary action (see section 8.3). Loss of tools on more than one (1) occasion may require payment by the employee for those items lost, at the discretion of the superintendent or designee.

(3) Employees shall not use or permit the use of HCBDD tools, supplies, and/or equipment for any purpose other than official HCBDD business. Personal use of HCBDD tools, supplies, and/or equipment is strictly prohibited.

(4) Employees may bring in personal equipment to use on HCBDD work with permission of the superintendent or designee. However, the HCBDD is not responsible for any damage or repair to the equipment.

(J) USE OF MOBILE DEVICES

(1) Scope: This policy applies to all employees of the HCBDD who possess and use a mobile device purchased and/or provided by the HCBDD. Mobile devices include, but are not limited to, laptops, mobile phones, pagers, tablets, iPads, etc.

(2) Purpose: This policy defines the conditions of use and expectations for which the HCBDD will provide a mobile device to an employee as well as the expectations for proper use of such HCBDD equipment, and identify how personal use of such HCBDD equipment will be reimbursed by the employee if required.

(3) Policy: The HCBDD recognizes that mobile devices have become a valuable tool for HCBDD employees to enhance their productivity while working on behalf of the HCBDD. This communications tool can provide an effective and efficient means to coordinate work activities, provide and/or receive needed information, deliver public services with minimal delay and assure personal and public safety; therefore, the mobile devices may be provided for use regarding official HCBDD business to those employees whose jobs require the ability to have constant contact, in accordance with this policy. The county HCBDD expects all employees to exercise care in the appropriate and reasonable use of all HCBDD owned mobile devices.

(4) Procedure: It is the responsibility of each department head to determine who, in their respective offices, shall be assigned a HCBDD owned mobile device for official use. No employee shall be automatically eligible to receive a HCBDD owned mobile device based solely upon position, title, or classification. In order to be eligible, the employee must meet at least one (1) of the following:

- (a) Enrollee Health and Safety: The employee requires immediate and direct communication with local emergency responders in order to provide for the safety an enrollee.
- (b) Accessibility: The employee, while working outside of the office, must initiate immediate and direct communication with their office and/or other public or private entities or persons to access information in order to conduct official HCBDD business in a timely fashion where there is a likelihood that conventional methods will not be readily accessible.
- (c) Responsiveness: It is routinely necessary for other employees or members of the general public to reach this individual directly to discuss official HCBDD business when they are out of the office.

(5) Once a mobile device has been provided, the recipient shall acknowledge in writing that they have received the equipment and a copy of this policy. This procedure is a department level responsibility.

(6) If a HCBDD mobile device is damaged, lost, or stolen, it must be reported by the employee to their immediate supervisor as soon as possible; the immediate supervisor shall notify the superintendent, who will make the necessary arrangements for termination of service and/or arrange a replacement.

(7) When an employee no longer needs a mobile device or terminates employment or otherwise loses the authorization to possess or use a HCBDD mobile device, the employee shall return all HCBDD provided equipment and/or accessories immediately.

(8) Proper and improper use: HCBDD mobile devices are primarily provided for official HCBDD business. The frequency and duration of personal use and/or such unofficial communication must be kept to a minimum and should be in accordance with any applicable service plan.

(9) No mobile device shall be used to make any communication of an obscene, threatening, harassing, or otherwise offensive nature that would be illegal, prohibited, or inappropriate as defined by law or which would be in violation of any other HCBDD policy.

(10) Employees are advised that all communications including, but not limited to, voice mails, pages, texts, photographs, and/or e-mail communications, are not confidential and are subject to review for the purpose of enforcing the policies herein with or without notice.

(K) INTERNET, ELECTRONIC MAIL, AND ONLINE SERVICES USE

(1) The use of the Internet, electronic mail, and online services has great potential to enhance the productivity of HCBDD employees in all departments including: full or part-time employees of the HCBDD; volunteers who are authorized to use county resources to access the internet, electronic mail and online services; and HCBDD contractors who are authorized to use HCBDD equipment and facilities. At the same time, as in the case with all county resources made available to employees, abuse is possible.

(2) Purpose: The purpose of this policy is to establish guidelines and minimum requirements governing the acceptable usage of HCBDD provided Internet, electronic mail, and online services as well as establish guidelines for the retention of electronic mail records. By establishing and maintaining compliance with this policy, risks and costs to HCBDD as a whole can be reduced while the valuable potential of these resource tools are realized. The objectives of this policy are to assure that:

- (a) Disruptions to HCBDD and county government activities from inappropriate use of HCBDD-provided Internet, electronic mail, and online service access are avoided; and

- (b) Users are provided guidelines describing their personal responsibilities regarding confidentiality, privacy, appropriate retention, and acceptable use of HCBDD-owned Internet, electronic mail and online service access.
- (3) The HCBDD promotes Internet use that enables employees to achieve their, the HCBDD and various departmental goals. These resources are intended to assist in the efficient and effective day-to-day operations of the HCBDD.
- (4) Each department may also choose to develop or further refine acceptable and unacceptable uses of these resources.
- (5) Scope of the policy: Access to the Internet, electronic mail, and online services is provided for the purpose of encouraging and promoting improved use of technology and information services in the areas of:
 - (a) Gathering information and data relevant to HCBDD business.
 - (b) Communicating with other users who have related business interests;
 - (c) Increasing employee and contractor efficiency by utilizing technology which will enhance overall job performance; and
 - (d) Encouraging collaboration and resource sharing among other counties, state, and federal agencies.
- (6) The following HCBDD employees are covered by this policy:
 - (5) Full- or part-time employees of the HCBDD;
 - (6) Volunteers who are authorized to use county resources to access the Internet, electronic mail, and online services; and
 - (7) HCBDD contractors who are authorized to use HCBDD equipment and facilities.
- (8) User responsibilities: Users should be aware that when access to the Internet, electronic mail, and online services are accomplished using Internet addresses and domain names registered to Hardin County and/or the HCBDD, they may be perceived by others to represent Hardin County and/or the HCBDD. Users shall not use the Internet, electronic mail, or online services for any purpose which would reflect negatively on the county, the HCBDD or its employees.
- (9) Because of the security, legal, and productivity issues referenced in this policy, each user is responsible for:
 - (a) Following existing policies and procedures in their use of Internet, electronic mail, and online services and shall refrain from any practices which might jeopardize the county's and/or the HCBDD computer systems and data files,

including but not limited to virus attacks, when downloading files from the Internet;

- (b) Learning about Internet, electronic mail, and online service etiquette, customs, and courtesies, including those procedures and guidelines to be followed when using remote computer services and transferring files from other computers;
- (c) Familiarizing themselves with any special requirements for accessing, protecting, and utilizing data, including Privacy Act materials and confidential information;
- (d) Being careful not to duplicate, download, transmit, or use software not in compliance with software license agreements, unauthorized use of copyrighted materials or another person's original writing;
- (e) Being careful not to open electronic mail messages and file attachments from unknown or untrusted sources. If you are unsure whether an electronic mail message and/or file attachment is of a legitimate nature, please contact the HCBDD personnel responsible for communicating to the appropriate IT staff for guidance before opening the suspect message and/or attachment;
- (f) Managing electronic mail messages within their electronic mail box by removing unnecessary mail, expired mail, or mail deemed no longer useful following the guidelines set forth under the HCBD Document Retention Policy. Users allowing their electronic mail boxes to exceed a reasonable size will be informed of their need to manage and remove unnecessary electronic mail by the HCBDD personnel responsible for communicating to the appropriate IT staff who periodically review electronic mailbox size. Should the problem persist, the user's supervisor will be contacted to take appropriate action;
- (g) Conducting themselves as a representative of HCBDD as a whole. This means that users shall not use the Internet, electronic mail, and online services to:
 - (i) Distribute offensive or harassing statements; disparage others based on race, national origin, sex, age, ancestry, veteran's/military status, disability, genetic information, or religious beliefs;
 - (ii) Distribute or solicit sexually-oriented messages or images;
 - (iii) Distribute or participate in chain letters. This means e-mail that says something like "send this to 10 people" or "send this to as many people as possible", etc.;
 - (iv) Connect to or download music or Internet radio programs that may impact the county's and/or HCBDD network services. Please see the HCBDD personnel responsible for communicating to the appropriate IT staff for guidance;

- (v) Use of instant messaging that negatively impacts the work employee's work performance;
 - (vi) Visit casino or gambling sites; and
 - (vii) Download any unauthorized software that does not relate to county and/or HCBDD business.
- (h) Limited personal use of network and e-mail services is permissible so long as it is appropriate in content and does not negatively impact the employee's work performance.

(10) Security:

- (a) Electronic message systems may not be secure. Employees should be aware of potential electronic messaging security problems before transmitting private or confidential messages. Disclosure may occur intentionally or inadvertently when an unauthorized user gains access to electronic messages. Disclosure may occur when messages are forwarded to unauthorized users, directed to the wrong recipient, or printed in a common area where others can read them.
- (b) Use caution when sending confidential information. Always display: All or part of this electronic mail transmission may contain confidential information. If you are not the intended recipient, you are hereby notified that any retention or dissemination of this information is strictly prohibited. If you have received this e-mail in error, please notify the sender and delete all copies of this e-mail from your system.
- (c) The Internet may not be secure. Employees should take this into account before receiving or transmitting information and messages. Employees should be aware that it is possible to identify visitors to Internet sites (i.e., all Internet browsers furnish a trail to trace all Internet site visits), and should exercise conservative judgment when accessing information on the Internet.

(11) Enforcement and violations: All HCBDD employees and/or approved contracted personnel using HCBDD equipment and/or networks to access the Internet, electronic mail, and online services are subject to having activities monitored by system or security personnel with or without notice.

(12) Clear violation of this policy and its attachments will result in disciplinary action, including, but not limited to, notification of employee's supervisor, termination of Internet, electronic mail, and online service privileges.

(13) Electronic mail records: All HCBDD employees must be aware that electronic mail messages that meet the definition of a record under the Ohio Revised Code, like paper records, must be retained and destroyed according to established records management procedures. The Ohio Revised Code states:

Records' includes any document, device, or item, regardless of physical form or characteristic, created, or received by or coming under the jurisdiction of any public office of the state or its political subdivisions, which serves to document the organization, functions, policies, decisions, procedures, operations, or other activities of the office.

Retention or disposition of e-mail messages must be related to information they contain or purpose they serve. The content, transactional information, and any attachments associated with the message may be considered a record if they meet the definition of a record under the Ohio Revised Code mentioned above. The user must appropriately retain a record according to their record retention schedule. If the user is unsure whether an electronic mail message qualifies as a record or which retention period the electronic mail message should fall within, it is the responsibility of the user to ask their supervisor for assistance. One simple way to manage the retention and deletion of electronic mail messages is to separate as much as possible by broad category, by topic, and then by year. When the retention expiration time period passes, simply delete the mailbox or folder containing the outdated records. It would be best to separate the major categories and attach a year to them. Reliance on system back up of the e-mail system onto tapes or other media or purging all messages after a set amount of time are not appropriate strategies for managing electronic mail records.

(14) Electronic mail classification and retention schedule:

- (a) Non-records electronic mail: May be deleted at any time. These electronic mail messages do NOT meet the definition of a record under the Ohio Revised Code mentioned above. Examples include, but are not limited to, personal correspondence such as "let's do lunch", non-state publications, promotional material from vendors, and similar materials "publicly available" to anyone, list serve messages, unsolicited promotional material, "spam" files copied or downloaded from Internet sites.
- (b) Transient retention electronic mail: Retain until no longer of administrative value, then delete. Meeting notifications, informal conversations (compare to telephone or office hallway conversations), limited documents which serve to convey information of temporary importance, or employee activities. These records do not set policy, establish guidelines, or procedures.
- (c) Record electronic mail: After three (3) years, appraise for continuing retention purposes and print material to be kept in appropriate file. These electronic mail messages are of more significant administrative and legal or fiscal value but not scheduled to be transient. General and internal correspondence, notes containing business information, requests for information, requests for local interpretation, weekly or monthly reports

which document the status of ongoing projects and issues, or advising supervisors of various events and issues. Executive correspondence containing agency policy, fiscal information, or personnel matters, minutes and supporting records documenting internal policy decisions, or correspondence dealing with significant aspects of the administration of the agency. Attachments requiring longer retention should be printed and filed with appropriate record service.

(L) HCBDD PROVIDED ONLINE STORAGE

(1) The HCBDD provides access to online storage, "file share" and g-suite, online storage is provided for the sharing of HCBDD business information. This "file share" is a finite commodity and should be treated as such. Information placed on the "file share" should have a business value for more than one HCBDD employee or contractor.

(2) Users of the "file share" should understand that the information stored on the device is not private and is subject to review by HCBDD personnel.

(a) Dependent on content, the information stored on the "file share" may be considered public record and made available to requesting parties.

(b) Personal files such as music, videos, pictures or personal correspondence are strictly prohibited for being stored on the "file share" and will be deleted.

(3) It is the responsibility of each employee to maintain the "file share", this includes insuring the content is current and valid. If the information is no longer of value to the HCBDD due to validity or being out-of-date, the individual that placed the information on the file share is responsible for removing the information.

(M) USE OF COMMUNICATION SYSTEMS

(1) Purpose: To establish guidelines for the use of county or HCBDD owned, leased, licensed, or paid communications services and equipment in order to promote a professional and cost efficient work environment.

(2) Definitions:

Communications equipment and services: Communications equipment and services include mail, electronic mail, courier services, facsimiles, telephone systems, computer networks, online services, computer files, Mitel systems, video equipment and tapes, tape recorders and recordings, pagers, cellular phones, and bulletin boards.

HCBDD stationery: Any letter, form, record, or other document which would give the appearance that the information contained on it is the policy, view, or intent of the HCBDD. This shall include the use of professional title on a document for personal gain.

(3) Scope of policy:

- (a) It is the policy of the HCBDD to provide or contract for the communications services and equipment necessary to promote the efficient conduct of its business.
- (b) Supervisors are responsible for instructing employees on the proper use of the communications services and equipment used by the HCBDD for both internal and external business communications.
- (c) Most communications services and equipment have toll charges or other usage-related expenses. Employees should be aware of these charges and should consider cost and efficiency needs when choosing the proper vehicle for each business communication. Employees should consult their supervisor if there is a question about the proper mode of communication.
- (d) All HCBDD communications services and equipment, including the messages transmitted or stored by them, are the sole property of the HCBDD. The HCBDD may access and monitor employee communications and files as it considers appropriate. Communications equipment and services include mail, electronic mail, courier services, text messages, photos, facsimiles, telephone systems, computer networks, online services, computer files, video equipment and tapes, tape recorders and recordings, pagers, cellular phones, and bulletin boards.
- (e) Limited personal use of HCBDD communications services is permissible so long as it is appropriate in content and does not negatively impact the employee's work performance.
 - (i) However, whenever possible, personal communications that incur user charges should be placed for collection or charged directly to the employee's personal credit card or account
- (f) HCBDD communications property or equipment may not be removed from the premises without authorization from the employee's supervisor.
- (g) Employees should exercise care so that no personal correspondence appears to be an official communication of the HCBDD. Personalized HCBDD stationery and business cards may only be issued by the county HCBDD. Employees may not use HCBDD stationery or postage for personal letters.
- (h) Improper use of HCBDD communications services and equipment will result in discipline, up to and including termination. Improper use includes any misuse as described in this policy as well as any harassing, offensive, demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages.

(N) USES OF HCBDD PROPRIETARY INFORMATION

(1) All information obtained by employees in the course of their employment with the HCBDD and all HCBDD data shall be considered confidential and proprietary. Personal information which employees obtain during the normal course of their employment shall not be discussed nor disclosed to anyone other than those individuals who have a need to know for legitimate business purposes.

(2) In order to protect against inappropriate use of information or data maintained by the HCBDD, all employees are required to comply with the following regulations:

- (a) Accessing confidential and proprietary information or data, other than as required for work purposes, is prohibited;
- (b) Removal of information or data from the HCBDD's premises without advance approval is prohibited; and
- (c) Discussion of such information with unauthorized persons is prohibited.

(3) Using confidential and proprietary information or HCBDD data for any purpose other than as required to complete assigned work tasks, discussing such confidential and proprietary information or data with anyone other than for work purposes, or removal of such information or data from the HCBDD's premises without authorization, will result in discipline of the employee, including possible removal from employment.

(4) Any employee who has a question regarding the use of confidential and proprietary information or data maintained by the HCBDD should request clarification of the HCBDD's policy before risking a possible violation.

(O) SOCIAL MEDIA

(1) Purpose: The purpose behind this policy is to make an employee aware of his or her privacy rights and prohibited conduct with respect to an employee's actions and its impact on the HCBDD when using social media sites on and off-duty. This policy is also intended to ensure efficient use of employee time and to minimize any distraction from an employee's assigned tasks and duties. It will allow the HCBDD to ensure that HCBDD rules are followed and all employees are treated fair and consistent. Use of such technology constitutes consent to being monitored by the HCBDD for compliance.

Employees shall remember they are paid by public funds and the public holds them to a high standard of professionalism. The HCBDD has an overriding interest and expectation in deciding what is "spoken" on behalf of the HCBDD. This policy is not meant to infringe on one's right to free speech, rights under the Ohio Revised Code, or any other protected activity.

(2) Scope: All employees will be subject to and held accountable for any conduct outlined in the Social Media Policy. This policy works in conjunction with other related personnel policies and procedures (e.g., harassment).

(3) Social media: Refers to the use of websites such as, but not limited to, Facebook, Snapchat, Intragram, Twitter, Flickr, LinkedIn. For purposes of this policy, blogs and

other Internet forums shall also be covered. Nothing in this policy is meant to prohibit access to any social media website or blog which may be work-related.

(4) Policy:

- (a) On-duty conduct (job requirement): Individuals utilizing social media to access information as a function of their job, per job description, will be allowed access approved social media sites.
- (b) On- and off-duty conduct: An employee enjoys no expectation of privacy to information posted into cyberspace even while off-duty. This includes anything posted to a social media website, blog, or other similar Internet forum of communication. Although information may be posted to a "private" webpage, the employee should be aware this information can still be accessed by the public and other sources in a number of ways. Because of this, an employee needs to use "common-sense" when posting comments, photos, opinions, or any other information related to his or her employment. Any social media activity which portrays the HCBDD in a negative light will be evaluated and may result in disciplinary action up to and including termination. Examples of prohibited conduct include, but are not limited to:
 - (i) Posting one's photograph while wearing the HCBDD's uniform (or other similar attire, which could be misidentified as the official uniform);
 - (ii) Posting pictures, videos, or comments that are insubordinate with respect to the employee's employment;
 - (iii) Posting pictures, videos, or comments that constitute or could be construed as unlawful behavior;
 - (iv) Knowingly or recklessly posting false information about the HCBDD, supervisors, coworkers, public officials, or those who have a relationship with the HCBDD. This also includes disparagement of a fictitious character or computer-generated likeness that resembles the above;
 - (v) Posting, transmitting, or disseminating any pictures or videos of official training, activities, or work-related assignments without the express permission of a supervisor; and
 - (vi) Posting pictures, videos, or comments that are sexual, obscene, violent, offensive, harassing, or pornographic in nature along with any reference to the HCBDD or an individual's employment.

(4) Confidential information: An employee shall not disclose any work-related confidential or proprietary information on any social media website, blog, or other

Internet forum of communication. This can include information that may eventually be obtained through a valid public record's request.

- (5) Employees are encouraged to follow the internal complaint procedure and not take to the Internet to voice work-related complaints.
- (6) Employees found to have violated any part of this policy may be subject to discipline up to and including termination.
- (7) Any deviation from the above policy shall be approved by the HCBDD in writing.
- (8) Any questions regarding the policy should be directed to the employee's immediate supervisor.
- (9) Employees shall take note of the following: DELETE DOES NOT MEAN DELETE. Once something is posted into cyberspace it remains there.

(P) BULLETIN BOARDS

- (1) It is the policy of the county to provide and maintain county bulletin boards as a means of communicating information to employees. All required postings shall appear on HCBDD bulletin boards and material shall only be removed by the superintendent or designee.
- (2) All county notices, federal and state required notices, and legal notices shall be posted in an area visible to all employees on the HCBDD bulletin board described in "A" above. Information of a general interest to employees may be posted by employees with the approval of their department manager provided the material to be posted does not contain:
 - (a) Personal attacks upon any employee or public official;
 - (b) Scandalous or derogatory attacks upon any employee, public official, or governmental unit/agency;
 - (c) Attacks on and/or unfavorable comments regarding a candidate for public office; and
 - (d) Attacks on any organization or group.
- (3) Employees and non-employees wishing to have material posted on a HCBDD bulletin board shall request permission from one of the Leadership Committee Members.

(Q) GAMBLING

- (1) The HCBDD does not permit gambling in any form by its employees during work hours (meaning games of chance where the organizer profits) — Office pools (i.e. NCAA tournament) where all money is paid out to participants and/or donated to a charity is permissible. For the purpose of this policy, work hours includes regular working hours,

lunch periods, cleanup time, and other breaks. Violation of this policy will be cause for disciplinary action.

(R) SUBSTANCE ABUSE

(1) The HCBDD recognize substance abuse as a disease which is treatable, and they encourage those employees who suspect that they may have a substance abuse problem to seek professional treatment.

(2) For the purpose of this policy, a substance abuse problem exists when an employee's alcohol consumption or drug abuse interferes with his or her job performance.

(3) This policy is intended to ensure that no employee with a substance abuse problem will have his or her job security or promotional opportunities jeopardized by a request for treatment prior to any disciplinary action. The individual's rights to confidentiality and privacy are recognized. The pertinent information and records of employees with substance abuse problems will be preserved in the same manner as all other medical records and consistent with Ohio's Public Records' Laws. This policy does not preclude or supersede any discipline outlined or arising out of violation of the Drug Testing Policy for reasonable suspicion or random testing.

(4) To facilitate diagnosis and treatment for alcoholism and/or drug addiction, a referral may be initiated by the supervisor. Diagnosis and treatment shall be based strictly on unsatisfactory or deteriorating job performance resulting from apparent medical or behavioral problems, whatever their nature.

(5) It will be the responsibility of the employee to comply with the referral for diagnosis and to cooperate with the prescribed treatment. An employee's refusal to accept diagnosis or treatment, or failure to respond to treatment, will be handled in the same manner as for all other illnesses when job performance continues to be adversely affected.

(S) GARNISHMENTS

(1) A court-ordered legal claim against the wages of an employee by a creditor for nonpayment of a debt and served by the constituted legal authority is a garnishment and must be recognized and executed by the county auditor and the HCBDD's Director of Operations. Repeated garnishments on the wages of an employee may result in disciplinary action. However, no employee may be terminated because of only one (1) successful garnishment during any 12 month period.

(2) No employee will be disciplined for garnishments where the employee has demonstrated a willingness and effort to resolve the employee's financial problems.

(T) OUTSIDE EMPLOYMENT OR ACTIVITIES

(1) Under no circumstances shall a HCBDD employee have other employment or activities which conflict with the objectives, interests, or operation of the HCBDD.

- (2) Two (2) common conflicts which may arise are:
- (a) Time conflict: Defined as when the hours required for outside employment or activities directly conflict with the scheduled working hours of an employee's job with the HCBDD, or when the demands of outside employment or activities prohibit adequate rest, thereby adversely affecting the quality of the employee's job performance with the county.
 - (b) Interest conflict: Defined as when an employee engages in outside employment or activities which tend to compromise his or her judgment, actions, and/or job performance with the HCBDD.
- (3) Should the superintendent or designee feel that an employee's outside employment or activities are adversely affecting the employee's job performance with the HCBDD, the superintendent and/or designee may take appropriate action. Any conflict, policy infraction, or other specific offense which is the direct or indirect result of an employee's participation in outside employment or activities, shall be disciplined in such a manner that is consistent with the policy set forth in HCBDD policy.
- (4) Use of HCBDD equipment and/or facilities in conjunction with outside employment is prohibited.

(U) SAFETY

- (1) HCBDD responsibility: The HCBDD is always concerned with the safety and health of every employee. The HCBDD will comply with all applicable state and federal safety codes and regulations.
- (2) Building Authority Each Building Authority will be responsible for safety in the area under control and will be given assistance, authority, and support needed to fulfill responsibility.
- (a) Every accident will be investigated promptly and thoroughly with the aim of preventing the same or a similar accident in the future. The department manager will correct unsafe conditions. The department manager will ensure that each employee complies with all rules and regulations, and that safe working methods are used by employees under their supervision.
- (3) Employee responsibility: All employees will be expected to comply with all safety rules and regulations and use all safety equipment provided by the HCBDD.
- (4) Each employee will be expected to cooperate in the safety program, in the investigation of all on-the-job accidents, and assist in making the work environment safe for themselves and coworkers.
- (5) Accident reporting:
- (a) The following procedure must be used for any employee sustaining an injury while at work:

- (i) First Aid/Emergency Care if necessary (using Universal Precautions);
 - (ii) Complete Employee Accident Report **within 24 hours**. If accident is back injury, complete Employee Back Injury Report. Forward all reports to immediate supervisor;
 - (iii) Designee will refer staff to Emergency Room/Urgent Care, etc Supervisor may consult with agency nurse if needed to determine need for care at Emergency Room. HCBDD will pay for any expenses not covered by Worker's Compensation. It is the employee's responsibility to seek treatment from a Bureau of Worker's Compensation certified provider.
 - (iv) Upon release from Emergency Room/Urgent Care and before returning to work, employee must report to Supervisor with paperwork obtained from Occupational Health.
- (b) Violation of, or failure to comply with, safety practices and rules is subject to disciplinary action.

(V) WORKPLACE VIOLENCE

- (1) The safety and security of employees, individuals served, contractors, and the general public are of vital importance to HCBDD. Therefore, threats, threatening behavior, or acts of violence made by an employee or anyone else against another person's life, health, wellbeing, family, or property will not be tolerated. Employees found guilty of violence will be subject to disciplinary action up to and including termination of employment.
- (2) The purpose of this policy is to provide guidance to employees of HCBDD should they encounter a situation that they believe is or could result in an act of violence.
- (3) The word "violence" in this policy shall mean an act or behavior that:
- (a) Is physically assaultive;
 - (b) A reasonable person would perceive as obsessive (e.g., intensely focused on a grudge, grievance, or romantic interest in another person and likely to result in harm or threats of harm to persons or property);
 - (c) Consists of a communicated or reasonably perceived threat to harm of another individual or in any way endanger the safety of another;
 - (d) Would be interpreted by a reasonable person as carrying a potential for physical harm to the person;
 - (e) A reasonable person would perceive as intimidating or menacing;

- (f) Involves carrying or displaying weapons, destroying property, or throwing objects in a manner reasonably perceived to be threatening; and
 - (g) Consists of a communicated or reasonably perceived threat to destroy property.
- (4) The HCBDD prohibits the following:
- (a) Any act or threat of violence by an employee against another person's life, health, wellbeing, or property;
 - (b) Any act or threat of violence, including, but not limited to, intimidation, harassment, or coercion;
 - (c) Any act or threat of violence which endangers the safety of employees, individuals served, contractors, or the general public;
 - (d) Any act or threat of violence made directly or indirectly by words, gestures, or symbols; and
 - (e) Use or possession of a weapon on the HCBDD's premises, on a county-controlled site, or an area that is associated with county employment.
- (5) The most common situations where workplace violence is likely to occur are as follows:
- (a) Dealing with the public: Violent situations could occur in employee contact with the public. While the HCBDD has a strong commitment to client service, we do not intend for employees to be subjected to verbal or physical abuse by the client.
 - (b) On-the-job: Situations could occur where relationships between employees, or between an employee and a supervisor, result in strong negative feelings by the individuals involved.
 - (c) Off-the-job: An employee could become involved in a personal non-criminal dispute with a coworker, family member, or neighbor during the employee's non-working hours. The HCBDD prohibits any act of violence by an employee towards any other employee while off-duty. If the situation escalates, individuals sometimes secure restraining orders from the courts. If an employee requests such a restraining order, the employee should include the work location as well as the employee's place of residence in the order.
- (6) HCBDD employees may not carry or store a firearm or handgun and ammunition in county-owned or leased vehicle. HCBDD employees who hold a valid concealed carry license are permitted to bring a firearm or handgun onto UCBDD property under the following conditions:

(a) The firearm or handgun and the ammunition must be kept in the employee's vehicle; and

(b) When the employee leaves their vehicle, the firearm or handgun and ammunition must be locked in a trunk, glove box, or other container.

(7) Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts on the HCBDD's property shall be removed from the premises as quickly as safety permits and shall remain off the premises pending the outcome of an investigation. The HCBDD will initiate an appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person(s) involved.

(8) It is a requirement that all employees report, in accordance with this policy, any behavior that compromises the HCBDD's ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job-related or might be carried out on HCBDD's property, a county-controlled site, or is associated with county employment.

(9) All incidences of suspected or potential violence should be reported to the employee's immediate supervisor or the superintendent/designee. Do not take the position that the incident is too minor to report or that it does not appear to be a "real problem." Do not wait until it is too late to be proactive.

(10) Supervisor responsibilities: Supervisors and superintendent are responsible for assessing situations, making decisions on the appropriate response, and responding to reports of or knowledge of violent activities that have occurred in the workplace or that involve an employee of the HCBDD.

(11) When any actual, potential, or suspected incident of violence is brought to the attention of a supervisor or the department head, the department manager or designee shall evaluate the severity of the situation immediately and have the individual reporting the incident fill out a Staff Incident Report form. If it is concluded that an actual act of violence has occurred or if there is a likelihood that violence could result, the designee shall:

- (a) Discuss the situation with the employee(s) and attempt to find out what caused the situation.
- (b) Determine what action is to be taken to prevent the situation from occurring again. Such actions may include but not be limited to:
 - (i) Assigning a different employee to the area or job;
 - (ii) Talking with the disgruntled individual(s) served or employee(s);

- (iii) Discussing the incident and offer suggestions for appropriate actions;
- (iv) Referring the affected employee(s) to professional help or counseling; and
- (v) Disciplining the employee(s), up to and including termination of employment.

(12) All employees who apply for, obtain, or are the subject of a restraining order which lists department locations as being protected areas, must provide to Director of Operations a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

(13) Effective April 8, 2004, as required by Ohio Revised Code 2923.121, the following sign (or language substantially similar) will be posted at the entrance of every county-owned building, and at the entrance to the portion of any non-county-owned building which is being leased by the county.

(W) RESPONSE TO AN EMERGENCY

(1) It is mandated by OAC that all county boards maintain an emergency response system for individuals served by the county board. The HCBDD will maintain a system that is available on a 7 day, 24 hour basis, with a requirement that the response to the emergency will be within a 24 hour period from the reception of the call. The procedure for this system is maintained in the Support Services policies.

(X) ABUSE AND NEGLECT

(1) Professional staff are required by law (ORC 2151.421) to report alleged instances of abuse and/or neglect. The HCBDD shall require all employees, contract agencies, volunteers and other persons who report directly to the HCBDD to proceed as follows in reporting all alleged instances of abuse and/or neglect:

- (a) Immediately report incident to the SSA Director or Superintendent. If SSA Director or Superintendent is unavailable, call the SSA on call at 567-295-8249.
- (b) Complete the incident report for allegations of abuse/neglect within 24 hours of the occurrence and forward to [Andy Diller](mailto:Adiller@hardindd.org), SSA Director at adiller@hardindd.org or call 419-679-8084 or contact [Kara Brown](mailto:Kara.Brown@hardindd.org), Superintendent at klbrown@hardindd.org or 937-309-1343.

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(2) Failure by persons to immediately report such instances and/or to follow-up with the required written report shall be ground for disciplinary action up to and including termination of services.

- (3) Criminal Liability: Persons who have a mandatory duty to report suspected child abuse and who fail to do so, are guilty of a misdemeanor of the fourth degree per ORC 2151.99.
- (4) Confidentiality: Reports of suspected abuse/neglect are confidential. Neither the name of the person making the report nor the contents of the report may be disclosed, except in connection with a criminal proceeding.
- (5) SSA Director and/or Investigative Agent will conduct a preliminary investigation and report the allegation of abuse or neglect to a law enforcement agency and/or Hardin County Department of Jobs and Family Services. Action and authority is based on the Case Management rule, ORC 2151.421 and ORC 5123.61.
- (6) For Children: Alleged abuse and/or neglect of persons with Developmental Disabilities under the age of twenty-one (22) requires reporting and investigation by the Hardin County Department of Jobs and Family Services within twenty-four (24) hours. Service and Support Administration and MUI staff shall be involved in the investigation of incidents involving children as requested by the investigating agency.
- (7) For Adults: Alleged abuse and/or neglect of adults with HCBDD shall be reported to a law enforcement agency. Again, SSA staff shall be involved in the investigation of incidents involving adults as requested by law enforcement.
- (8) The reporting person can make a "reasonable number of requests" of the investigating agency for non-confidential information including:
- (a) Whether the investigation has been initiated;
 - (b) Whether the investigation has been completed;
 - (c) Whether a complaint or criminal charges were filed as a result of the investigation; and
 - (d) Information regarding the general health and safety of the individual involved
- (9) Abuse and Neglect are defined as:
- (a) Any act or absence of action inconsistent with human rights which result or could result in physical injury to an individual, except if the act is done in self-defense or occurs by accident;
 - (b) Any act which constitutes sexual activity, as defined in Chapter 2907 of the ORC; here such activity would constitute an offense against an individual under that chapter;
 - (c) Insulting or coarse language or gestures directed toward a person who subjects the person to humiliation or degradation; and

- (d) Or depriving a person or real or personal property by fraudulent or illegal means.

Note: Employees do have the right to contact law enforcement, Hardin County Department of Jobs and Family Services directly to report alleged abuse and/or neglect.

(Y) CONVICTION OF A FELONY

(1) Conviction of a felony is a separate basis for reducing in pay or position, suspending, or removing an employee, even if the employee has already been reduced in pay or position, suspended, or removed for the same conduct that is the basis of the felony. An employee may not appeal to the State Personnel Board of Review any disciplinary action taken by the HCBDD as a result of the employee's conviction of a felony. If an employee removed under this section is reinstated as a result of an appeal of the conviction, any conviction of a felony that occurs during the pendency of the appeal is a basis for further disciplinary action under this section upon the employee's reinstatement.

2. Any employee convicted of a felony immediately forfeits the person's status as a classified employee in any public employment on and after the date of conviction for the felony. If an employee is removed under this section as a result of being convicted of a felony or is subsequently convicted of a felony that involves the same conduct that was the basis for the removal, the employee is barred from receiving any compensation after the removal notwithstanding any modification or disaffirmance of the removal, unless the conviction for the felony is subsequently reversed or annulled.

3. As used in this policy, "felony" means any of the following:

- (a) A felony that is an offense of violence as defined in section 2901.01 of the Revised Code;
- (b) A felony that is a felony drug abuse offense as defined in section 2925.01 of the Revised Code;
- (c) A felony under the laws of this or any other state or the United States that is a crime of moral turpitude;
- (d) A felony involving dishonesty, fraud, or theft; and
- (e) A felony that is a violation of section 2921.05, 2921.32, or 2921.42 of the Revised Code.

(4) Any person removed for conviction of a felony is entitled to a cash payment for any accrued but unused vacation leave as authorized by HCBDD policy. If subsequently reemployed in the public sector, such person shall qualify for and accrue sick and vacation leave in the manner specified by county policy for a newly appointed employee and shall not be credited with prior public service for the purpose of receiving these forms of leave.

(Z) CONCEALED WEAPONS

- (1) In the interest of protecting the safety of employees and citizens of Hardin County, the HCBDD adopts the following policy:
- (2) Effective April 8, 2004, as required by Ohio Revised Code 2923.121, the following sign (or language substantially similar) will be posted at the entrance of every county-owned building, and at the entrance to the portion of any non-county-owned building which is being leased by the county:
- (3) Pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto these premises. A valid license does not authorize the licensee to carry a concealed handgun onto these premises.
- (4) HCBDD employees and visitors to the HCBDD, other than law enforcement officers specifically authorized to carry a firearm*, are prohibited from carrying firearms into any HCBDD building, in any HCBDD vehicle or at any time while they are acting within the course and scope of their employment.
- (5) HCBDD employees and visitors to the HCBDD, other than law enforcement officers specifically authorized to carry a firearm*, are prohibited from bringing a firearm into buildings operated by HCBDD.
- (6) Any HCBDD employee who violates this policy is acting outside the course and scope of their duties. The HCBDD will not defend or indemnify such actions by any employee. Any HCBDD employee found to be in violation of this policy will be subject to disciplinary action, up to and including discharge.
- (7) HCBDD employees who use a firearm to make comments about firearms in such a way that intimidates, harasses, coerces, or threatens another county employee will be subject to disciplinary action, up to and including discharge.

***This language is intended to include all county employees and officials who currently are authorized and trained to carry a weapon within the scope of their duties.**

(AA) TOBACCO USE/E-CIGARETTE

- (1) Smoking or lighting of cigarettes, e-cigarettes, cigars, pipes, or other substances is prohibited in HCBDD buildings; the use of smokeless tobacco products, including chew and snuff, is prohibited in HCBDD buildings, including but not limited to:
 - (a) All buildings, offices, meeting rooms, storage areas, restrooms, stairways, hallways, warehouses, garages, and county-owned vehicles;
 - (b) Any enclosed area, with a roof or other overhead covering of any kind with walls and side coverings of any kind, regardless of the presence of openings for ingress and egress, on all sides or on all sides but one (1);

- (c) Any areas that are immediately adjacent to entryways;
- (d) Any area in which smoke could enter a building through entrances, windows, ventilation systems, or other means; and

(3) "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be conspicuously posted in HCBDD buildings and facilities where smoking is prohibited by this policy, including at each entrance.

(4) All ashtrays and other receptacles used for disposing of smoking materials shall be removed from any area where smoking is prohibited by this policy.

(5) Employees who violate any provision of the tobacco, electronic cigarette, and smoke free workplace policy shall be subject to proper progressive disciplinary action, as determined by the superintendent of the HCBDD.

(6) Citizens who violate the tobacco, electronic cigarette, and smoke free workplace policy shall be asked to dispose of their tobacco/smoking materials properly and leave the county's property or be reported to the Ohio Department of Health, as determined by the superintendent and/or security personnel.

Hardin County Board of Developmental Disabilities
POLICY

Policy Number: P-8	Page: 1	Of: 13
Title: Personnel – Discipline		
Regulatory Authority:		
Effective Date: 5/15/18 – Review: January 21, 2025		
Reviewer/Job Title: Superintendent or designee		

PERSONNEL
DISCIPLINE

(A) DISCIPLINARY PRINCIPLES

(1) The HCBDD believe a clearly written discipline policy will serve to promote fairness and equality in the workplace, and will minimize potential misunderstandings among employees in disciplinary matters. Further, the HCBDD believes certain basic principles, set forth below, must consistently be applied in order to effectively and fairly correct unsatisfactory job behavior. These disciplinary principles apply to classified employees only, and unclassified employees are not subject to the provisions herein and serve at the pleasure of the HCBDD superintendent.

- (a) Employees shall be advised of expected job behavior, the types of conduct that the HCBDD has determined to be unacceptable, and the penalties for such unacceptable behavior;
- (b) Immediate attention, while considering all the facts, shall be given to policy infractions;
- (c) Discipline shall normally be applied uniformly and consistently throughout the agency, and any deviation from standard procedures should be well justified and documented;
- (d) Each offense shall be dealt with as objectively as possible; and
- (e) An employee's immediate supervisor and/or the superintendent shall be responsible for administering discipline.

(B) PROGRESSIVE DISCIPLINE POLICY: CLASSIFIED EMPLOYEES

(1) While progressive discipline is not required by the Ohio Revised Code, the HCBDD and its supervisors shall normally follow an established system of progressive discipline as a means to prove “notice” when correcting job behavior, for all classified employees.

Unclassified employees are not subject to the provisions of this policy.

- (2) This discipline policy provides standard penalties for specific offenses; however, the examples of specific offenses given in any grouping are not all inclusive, but serve merely as a guide.
- (3) The standard penalties provided in this policy do not preclude the application of a more or less severe penalty for a given infraction when specific circumstances exist.
- (4) The superintendent may issue working suspension under certain circumstances, for example, to discipline an FLSA (Fair Labor Standards Act)-exempt employee without jeopardizing the employee's exempt status, or to impose discipline when the HCBDD is understaffed.
- (5) Records of discipline will be kept according to the HCBDD public record retention schedule.
- (6) Only the superintendent has the authority to reduce in classification or pay, fine, suspend, or terminate an employee. Prior to such discipline, a pre-disciplinary conference must be held if it involves a classified employee.
- (7) Suspensions of more than 24 hours' pay, reductions, or removals of classified employees not exempt from overtime must be filed with DAS (Department of Administrative Services, State of Ohio) on an Order of Removal, Suspension, or Reduction ADM 4055 form in accordance with the Ohio Revised Code. Requirements for overtime-exempt classified employees are "more than 40 hours."
- (8) Reduction in classification or pay, suspension, fine, or removal of an unclassified employee does not require an ADM 4055 form and may be executed at the discretion of the superintendent. A written notice shall be provided to the employee. While a pre-disciplinary conference is not legally required for unclassified employees, it is recommended that the superintendent or designee meet with the employee to provide the employee with an opportunity to respond regarding the alleged infraction, prior to reducing, suspending, fining, or removing the employee from public service.
- (9) The superintendent may place an employee on administrative leave with pay, in circumstances where the health or safety of the employee, other employees, or of any person or property entrusted to the employee's care could otherwise be adversely affected. The length of the leave shall not exceed the length of the situation for which the leave is granted. For example, in a disciplinary situation such leave might extend until the HCBDD completes an investigation of the matter, conducts a pre-disciplinary conference, and takes action, or decides not to do so.
- (10) Compensation for administrative leave shall be equal to the employee's hourly rate of pay.

(C) PRE-DISCIPLINARY CONFERENCE

- (1) Whenever the superintendent or designee determines that a classified employee may be disciplined for cause (including all suspensions, fines, reductions, or terminations), a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The HCBDD must hold a pre-disciplinary conference prior to signing a last chance agreement also.
- (2) Pre-disciplinary conferences will be conducted by the superintendent or designee.
- (3) At the conference, the superintendent or designee will provide to the employee a written outline of the charges which may be the basis for disciplinary action.
- (4) At the conference the employee must answer all questions truthfully. If it is proven in a subsequent hearing that the employee's responses to questions were not truthful, such dishonesty may result in disciplinary action. Employees refusing to answer direct questions may be subject to additional disciplinary action for insubordination.
- (5) At the conference the employee may present testimony or documentation which explains whether or not the alleged misconduct occurred.
- (6) The superintendent will decide what discipline, if any, is appropriate.

(D) GUIDELINES FOR DISCIPLINARY ACTION AND PENALTIES

- (1) The Ohio Revised Code sets out the forms of misconduct which are the legal basis for reduction, suspension, or removal of a classified employee. Those forms of misconduct are:
 - (a) Neglect of duty;
 - (b) Incompetency;
 - (c) Inefficiency;
 - (d) Dishonesty;
 - (e) Drunkenness;
 - (f) Immoral conduct;
 - (g) Insubordination;
 - (h) Discourteous treatment of the public;
 - (i) Any other failure of good behavior;
 - (j) Any other acts of misfeasance, malfeasance, and nonfeasance;
 - (k) Violation of any policy or work rule of the HCBDD; and
 - (l) Conviction of a felony.
- (2) The offenses set forth in Groups I, II, and III below are non-inclusive examples of the above forms of misconduct which the State Personnel Board Review (SPBR) has historically judged to warrant the penalties established for that group.

(3) In general, Group I offenses may be defined as those infractions which are of a relatively minor nature and which cause only a minimal disruption to productivity, efficiency, and/or morale. Group I offenses, if left undisciplined by proper authority, will usually cause only a temporary impact against the organization unless such acts are compounded over time.

(4) Group II offenses may be defined as those infractions which are of a more serious nature than the Group I offenses and which, in turn, cause a more serious and longer lasting disruption to the organization in terms of decreased organizational productivity, efficiency, and/or morale. Group II offenses, if left undisciplined by proper authority, can cause a serious and longer lasting impact against the organization than the Group I offenses.

(5) Group III offenses may be defined as those infractions which are of a very serious or possibly a criminal nature, and/or which cause a critical disruption to the organization in terms of decreased productivity, efficiency, and/or morale. Group III offenses, if left undisciplined by proper authority, may have a long-lasting and serious adverse impact on the organization.

(6) This discipline policy is a general guideline only. The following examples of specific offenses are not all inclusive, and are not intended to be binding on the HCBDD:

(7) GROUP I OFFENSES

First offense.....Verbal instruction and cautioning (verbal warning)

Second offense.....Written reprimand

Third offense..... A working suspension of 24 hours;
or a suspension without pay for 24 hours

Fourth offense.....Five (5) to fifteen (15) day working
suspension or suspension without pay

Fifth offense.....Up to and including termination

(8) Following are examples of Group I offenses. Following each offense in parentheses are the applicable the Ohio Revised Code misconduct types:

(a) Failure to properly and completely sign in or out when required (inefficiency, neglect of duty, or failure of good behavior).

(b) Failure to properly "report off" work for any absence or failure to timely notify the proper party of absence (neglect of duty, failure of good behavior, or nonfeasance).

- (c) Creating or contributing to unsanitary or unsafe conditions or poor housekeeping (inefficiency, neglect of duty, or failure of good behavior).
- (d) Failure to observe official safety rules (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).
- (e) Inattention to the needs of the public (discourteous treatment of public or failure of good behavior).
- (f) Distracting the attention of others, unnecessary shouting, use of profane or other inappropriate language, or otherwise causing disruptions on the job (inefficiency, neglect of duty, or failure of good behavior).
- (g) Malicious mischief, horseplay, wrestling, or other potentially harmful conduct (inefficiency, immoral conduct, discourteous treatment of public, or failure of good behavior).
- (h) Interfering with the work performance of subordinates or other employees (inefficiency, neglect of duty, or failure of good behavior).
- (i) Failure to cooperate with other employees (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).
- (j) Neglect of, or careless failure to observe, HCBDD rules, regulations, policies, and procedures (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).
- (k) Excessive garnishments (failure of good behavior or nonfeasance).
- (l) Use or possession of another employee's working equipment or property without approval (dishonesty or failure of good behavior).
- (m) Unauthorized use of the HCBDD's telephone for other than business purposes (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).
- (n) Obligating the HCBDD for any minor expense, service, or performance without prior authorization (dishonesty, neglect of duty, failure of good behavior, or misfeasance).
- (o) Neglect of, or careless failure to care for, HCBDD property or equipment (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).
- (p) Disregarding job duties by neglect of work (e.g., reading for pleasure, playing cards, viewing T.V., etc.) during work hours (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

- (q) Inefficiency (e.g., lack of application or effort on the job, unsatisfactory performance, failure to maintain required performance standards, etc.) (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).
- (r) Neglect of, or careless failure to, prepare required reports or documents (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).
- (s) Failure of a supervisor to administer discipline as provided herein or to otherwise enforce the rules, regulations, policies, and procedures of the HCBDD (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).
- (t) Violation of any other county HCBDD policy contained in this manual or otherwise.

(9) GROUP II OFFENSES

First offense.....A working suspension of less than 24 hours; or
a suspension without pay for less than 24 hours

Second offense.....Five (5) to fifteen (15) day working suspension
or suspension without pay

Third offense.....Up to and including termination

(10) Following are examples of Group II offenses. Following each offense in parentheses are the applicable Ohio Revised Code misconduct types:

- (a) Sleeping during work hours (inefficiency, neglect of duty, failure of good behavior, or misfeasance);
- (b) Reporting to work or working while unfit for duty (incompetence, or failure of good behavior);
- (c) Failure to report for overtime work, without proper excuse, after being scheduled to work in accordance with overtime policy (inefficiency, neglect of duty, failure of good behavior, or nonfeasance);
- (d) Leaving a post of continuous operations prior to being relieved by employee of incoming shift (neglect of duty or failure of good behavior);
- (e) Willful refusal to sign in or out when required (inefficiency, neglect of duty, failure of good behavior, or nonfeasance);
- (f) Performing private work on HCBDD time (inefficiency, neglect of duty, failure of good behavior, or misfeasance);

- (g) Neglect or careless failure to observe official safety rules, or common safety practices (inefficiency, neglect of duty, failure of good behavior, or nonfeasance);
- (h) Failure to report accidents (inefficiency, neglect of duty, failure of good behavior, or nonfeasance);
- (i) Discourteous treatment of the public (discourteous treatment of public, or failure of good behavior);
- (j) Threatening, intimidating, or coercing subordinates or other employees (inefficiency, neglect of duty, or failure of good behavior);
- (k) Use of abusive or offensive language toward subordinates or other employees (immoral conduct, insubordination, failure of good behavior, or malfeasance);
- (l) The making or publishing of false, vicious, or malicious statements concerning other employees, the HCBDD or its operations (dishonesty, failure of good behavior, or malfeasance);
- (m) Solicitation or distribution on HCBDD property in violation of the solicitation and distribution policy (inefficiency, neglect of duty, failure of good behavior, or misfeasance);
- (n) Willful disregard of the HCBDD's rules, regulations, policies, and procedures (inefficiency, neglect of duty, failure of good behavior, misfeasance, malfeasance, or nonfeasance);
- (o) Negligent failure to obey a reasonable order of a supervisor or failure to carry out work assignments, including verbal instructions (inefficiency, neglect of duty, failure of good behavior, or misfeasance);
- (p) Neglect or carelessness in the use of HCBDD property or equipment (inefficiency, neglect of duty, failure of good behavior, or nonfeasance);
- (q) Obligating the HCBDD for a major expense, service, or performance without prior authorization (dishonesty, neglect of duty, failure of good behavior, or misfeasance);
- (r) Unauthorized use of HCBDD property or equipment, including the unauthorized reproduction of this manual (inefficiency, neglect of duty, failure of good behavior, or misfeasance);
- (s) Failure to report equipment damage (inefficiency, neglect of duty, failure of good behavior, or nonfeasance);

- (t) A traffic violation or accident while driving an HCBDD vehicle which evidences recklessness by the employee (inefficiency, neglect of duty, failure of good behavior, or misfeasance);
- (u) Refusing to provide testimony in court, during a public hearing (SPBR (State Personnel Board of Review), SERB (State Employee Relations Board), etc.), or any other official hearing, investigation, or proceeding involving the HCBDD (insubordination, failure of good behavior, or nonfeasance);
- (v) Refusing to provide testimony or information concerning any investigation (insubordination, failure of good behavior, or nonfeasance);
- (w) Possession or storage of alcoholic beverages on the HCBDD's premises (neglect of duty, drunkenness, failure of good behavior, or malfeasance);
- (x) Unauthorized presence on the HCBDD's property (failure of good behavior or misfeasance);
- (y) Habitual neglect of timely completion of required reports or documents (inefficiency, neglect of duty, failure of good behavior, or nonfeasance);
- (z) Willful failure to timely complete required reports and documents (inefficiency, neglect of duty, failure of good behavior, or nonfeasance); and
- (aa) Violation of any other county policy contained in this manual or otherwise.

(11) GROUP III OFFENSES

First offense.....Up to and including termination

(12) Following are examples of Group III offenses. Following each offense in parentheses are the applicable Ohio Revised Code misconduct types:

- (a) Instigating, leading, or participating in any walkout, strike, sit-down, stand-in, sympathy strike, call-in, slowdown, refusal to return to work at the scheduled time for a scheduled shift, or other concerted curtailment, restriction, or interference with work in or about the HCBDD's premises in violation of Ohio Revised Code (neglect of duty, failure of good behavior, or misfeasance);
- (b) Refusal, without legitimate reason, to work during emergency situations or conditions (insubordination, neglect of duty, failure of good behavior, or nonfeasance);

- (c) Signing or altering other employees' time records, altering one's own time records, or having one's time records signed or altered by another, without authorization (dishonesty, failure of good behavior, or malfeasance);
- (d) Knowingly concealing a communicable disease (e.g., TB, etc.) which may endanger others (neglect of duty, failure of good behavior, misfeasance, or malfeasance);
- (e) Carrying or possessing firearms, explosives, or weapons on HCBDD property at any time in violation of law (failure of good behavior or malfeasance);
- (f) Willfully withholding information which threatens the safety and security of the HCBDD, its operations, or employees (dishonesty, failure of good behavior, misfeasance, or malfeasance);
- (g) Willfully demeaning, verbally abusing, and/or humiliating another person (discourteous treatment of the public, neglect of duty, failure of good behavior, or malfeasance);
- (h) Committing an act of discrimination, sexual harassment, or engaging in conduct giving insult or offense on the basis of race, color, sex, age, religion, national origin, or disability (immoral conduct, neglect of duty, failure of good behavior, or malfeasance);
- (i) Failure to report any act of discrimination, sexual harassment, or engaging in conduct giving insult or offense on the basis of race, color, sex, age, religion, military status, national origin, disability, genetic information, or other protected criteria (immoral conduct, neglect of duty, failure of good behavior, or malfeasance);
- (j) Fighting with, or attempting to injure, other employees (discourteous treatment of the public, neglect of duty, failure of good behavior, or malfeasance);
- (k) Insubordination by refusing to perform assigned work or to comply with the written or verbal instructions of a supervisor (insubordination, neglect of duty, failure of good behavior, or nonfeasance);
- (l) Providing false testimony, statements, or information in any official HCBDD, court, or administrative investigation, hearing, or proceeding (dishonesty, failure of good behavior, malfeasance, or neglect of duty);
- (m) Providing false information, making a false statement, committing a fraudulent act, or withholding pertinent information in the employment application process (dishonesty, failure of good behavior, misfeasance, or malfeasance);

- (n) Violating the HCBDD's gambling policy as contained in this manual (inefficiency, neglect of duty, failure of good behavior, misfeasance, or malfeasance);
- (o) Stealing or similar conduct, including destroying, damaging, concealing, or converting any property of the HCBDD or of other employees (dishonesty, failure of good behavior, or malfeasance);
- (p) Dishonesty or dishonest action. Examples of "dishonesty" or "dishonest actions" are: theft, pilfering, making false statements to secure an excused absence or justify an absence or tardiness. These are examples only and do not limit the terms dishonesty and dishonest action (dishonesty or malfeasance);
- (q) Engaging in political activity as prohibited by ORC section 124.57 and as provided in the political activity section of this manual (failure of good behavior, malfeasance);
- (r) Wanton or willful neglect in the performance of assigned duties (inefficiency, neglect of duty, failure of good behavior, misfeasance, or malfeasance);
- (s) The unlawful manufacture, distribution, dispensation, possession, use, or being under the influence of alcohol or a controlled substance which takes place in whole or in part in the workplace and/or a violation of the reporting requirements of the HCBDD's Drug Free Workplace Policy (drunkenness, immoral conduct, neglect of duty, failure of good behavior, or malfeasance);
- (t) Driving a motor vehicle on duty or HCBDD business without a valid, applicable operator's license (dishonesty, failure of good behavior, malfeasance, or neglect of duty);
- (u) Failure to obtain, maintain, and/or report the loss of required licenses, certifications, or other qualifications of an employee's position (dishonesty, failure of good behavior, malfeasance, or neglect of duty);
- (v) Conviction of any violation of law which may adversely affect the public's trust in the employee's ability to perform the duties of the employee's position (dishonesty, failure of good behavior, or malfeasance);
- (w) Intentional misuse of HCBDD or other public funds (dishonesty, neglect of duty, failure of good behavior, or malfeasance);

- (x) Willful neglect or intentional misuse, abuse, or destruction of the property, equipment, or tools of the HCBDD or another employee (inefficiency, neglect of duty, failure of good behavior, misfeasance, or malfeasance);
- (y) Soliciting or accepting a gift, gratuity, bribe, or reward for the private use of the employee; or otherwise using one's position, identification, name, photograph, or title for personal gain; or otherwise violating the HCBDD's Code of Conduct or Ohio's ethics laws for public employees (inefficiency, neglect of duty, failure of good behavior, misfeasance, or malfeasance);
- (z) Engaging in off-duty employment activities which the HCBDD has determined to be an interest or time conflict (inefficiency, neglect of duty, failure of good behavior, or misfeasance);
- (aa) Making false claims or misrepresentations in an attempt to obtain any benefit (dishonesty, failure of good behavior, neglect of duty, or malfeasance);
- (bb) Misuse or removal of documents or information of a confidential nature or revealing such information without prior and appropriate authorization (dishonesty, neglect of duty, failure of good behavior, or malfeasance);
- (cc) Misuse, removal, or destruction of HCBDD records without prior authorization (dishonesty, neglect of duty, failure of good behavior, or malfeasance);
- (dd) Conviction of certain felonies;
- (ee) Failure (neglect or otherwise) to report accidents or injuries;
- (ff) Job abandonment of three days or more;
- (gg) Intentional violation of the Tobacco/E-cigarette Policy;
- (hh) Violation of social media policy (failure of good behavior, malfeasance);
and
- (ii) Violation of any HCBDD policy contained in this manual or otherwise.

(E) GUIDELINES FOR DISCIPLINARY ACTION AND PENALTIES PROCEDURE

(1) Multiple policy infractions should be dealt with by following the progressive discipline procedure set forth below:

- (a) Multiple offenses which are unrelated are progressively disciplined in the groups in which the offenses are classified.

- (b) Multiple offenses which are related are progressively disciplined regardless of the groups in which the offenses are classified and regardless of the order in which the offenses occurred.
 - (c) Multiple offenses which are closely related in time, even if unrelated or in different groups hereunder, may be combined to result in discipline which exceeds the severity of the total sum of the separate offenses.
- (2) Examples of the difference between the treatment of related and unrelated offenses are as follows:

- (a) If, as a first offense, an employee commits Group I offense #1, "failure to properly and completely sign in or out", the employee would normally receive a verbal warning. If within 24 months this employee commits an unrelated offense, Group II offense #18, "unauthorized use of HCBDD property or equipment", the employee would receive up to a one day suspension without pay. If, however, the second offense had been related to the first offense, such as Group II offense #5, "willful refusal to sign in or out when required", the employee would receive up to a 15 day suspension without pay.
- (b) If, as a first offense, an employee commits Group III offense #2, "refusal without legitimate reason, to work during emergency situations or conditions", the employee would be disciplined up to termination. If the employee is not terminated, for whatever reason, and if within 24 months the employee commits an unrelated offense, Group II offense #6, "performing private work on HCBDD time", the employee would receive a one (1) to three (3) day suspension. If, however, the second offense had been related to the first offense, such as Group II offense #3, "failure to report for overtime work, without proper excuse, after being scheduled to work in accordance with overtime policy", the employee would be subject to termination.

(F) APPEALS OF PERSONNEL ACTIONS

(1) Personnel actions for classified employees such as a reduction; a suspension of more than 40 work hours in the case of an employee exempt from the payment of overtime compensation; a suspension of more than 24 hours in the case of an employee required to be paid overtime compensation; a fine of more than 40 hours' pay in the case of an employee exempt from the payment of overtime compensation; a fine of more than 24 hours' pay in the case of an employee required to be paid overtime compensation; removal, except for the reduction or removal of a probationary employee; and layoffs, may be appealed by an affected employee through the in-house complaint procedure. If necessary, the above listed personnel actions may be appealed by an affected employee to the State Personnel Board of Review. Disciplinary action based on conviction of a

"felony" within the meaning of the Ohio Revised Code may not be appealed to the State Personnel Board of Review.

(2) Appeals must be filed within 10 days after the employee is served the disciplinary order. Appeals from layoffs must be made within 10 days after receipt of the layoff notice or the date of displacement.

(3) The Ohio Revised Code does not apply to modifications or reductions in pay or workweek authorized by the Ohio Revised Code.

(4) The State Personnel Board of Review (SPBR) maintains authority to decide whether an appeal warrants a hearing. When an appeal is heard, the board may affirm, disaffirm, or modify personnel decisions made by the superintendent. However, in an appeal of a removal order based upon a violation of a last chance agreement, the board, commission, or trial board may only determine if the employee violated the agreement and thus affirm or disaffirm the judgment of the superintendent.

(5) Temporary, intermittent, and other employees serving in the unclassified service have no appeal rights to the SPBR. Probationary employees likewise may not appeal to the SPBR.

(6) Disciplinary action based on conviction of a "felony" within the meaning of the Ohio Revised Code 124.34 may not be appealed to the SPBR (State Personnel Board of Review).

(G) COMPLAINT PROCEDURE

(1) The HCBDD recognize that within any organization there will be occasional differences among its employees regarding interpretations of rules or other problems stemming from conditions of employment. Whenever differences or problems arise, employees should attempt to resolve the matter informally through proper channels.

(a) In the event a difference or problem cannot be resolved informally, the HCBDD provides the following complaint procedure by which an employee may seek a resolution of his or her grievance.

Step 1: Any employee having a complaint may file it in writing with his or her immediate supervisor. In order for the complaint to be recognized, it must be filed within five (5) working days from the date the alleged incident occurred. Within five (5) working days from the date the complainant first presented his or her issue, the supervisor will attempt to resolve the matter.

Step 2: If the issue is not resolved in Step 1, the complainant may pursue the matter by submitting the complaint in writing to the department head within five (5) working days from the reply received in Step 1. The department head shall, if it is deemed necessary, meet with those

concerned and otherwise attempt to resolve the matter within five (5) working days from the receipt of the complaint.

- Step 3: If the matter is not resolved in Step 2, the complainant may pursue the matter by submitting the complaint in writing to the superintendent or designee within five (5) working days from the reply received in Step 2. The superintendent or designee shall respond in writing to the complainant within 10 working days following the conclusion of his or her investigation. The decision rendered in this Step 3 is final and binding.
- (b) In the event of extenuating circumstances, a time limit may be extended by mutual agreement of both parties in writing.
 - (c) Complaints not processed to the next step of the procedure within the specified time limit, or any extension thereof, shall be considered to have been resolved on the basis of the decision at the previous step.
 - (d) Any complaint not answered within the prescribed time limit, or extension thereof, shall be considered to have been answered in the negative and may be advanced to the next step.
 - (e) Where the alleged complaint is of a nature that qualifies for appeal under rules of the State Personnel Board of Review, the complainant must appeal through the SPBR in accordance with the rules of that body.

Hardin County Board of Developmental Disabilities
POLICY

Policy Number: P-9	Page: 1	Of: 3
Title: Personnel – Separation		
Regulatory Authority:		
Effective Date: 5/15/18 Review: January 21, 2025		
Reviewer/Job Title: Superintendent or designee		

PERSONNEL
SEPARATION

(A) RESIGNATION

- (1) Employees who wish to voluntarily resign must initiate the process by submitting to their supervisor a formal, written letter of notification. Such notification should be directed to the superintendent or designee and should include:
 - (a) A statement indicating the employee's intention to resign from HCBDD service;
 - (b) The date the notice was given;
 - (c) The effective date of the resignation;
 - (d) The reason for the resignation (optional); and
 - (e) The employee's signature.
- (2) Professional and Management Staff shall give at least one month notice. Other staff shall give at least two (2) weeks' notice.
- (3) Failure to give proper notification shall result in ineligibility for reinstatement.
- (4) The employee shall return all county and/or HCBDD property to their supervisor on or before the last day of work.

(B) EXIT INTERVIEW

- (1) Upon resignation, or otherwise voluntarily terminated employment, an employee is requested to complete an exit interview questionnaire and to personally discuss the questionnaire with the superintendent or designee, prior to receiving a final paycheck.
- (2) The exit interview is an opportunity for the employee to offer constructive criticism and insights to the HCBDD regarding the operation of the department.

- (3) The superintendent or designee shall:
- (a) ~~Assign and discover any previously unknown causes of the~~
(a) Learn of any grievances or specific problems so that the department head can investigate possible solutions;
 - (b) Determine the final compensation and benefits the terminated employee is scheduled to receive;
 - (c) Determine the employee's availability for future employment with the HCBDD, should his performance level warrant reinstatement, reemployment, or temporary service; and
 - (d) Verify the employee's correct address for mailing Internal Revenue Service Form W-2 and related documents.

(C) LAYOFF

- (1) In implementing layoffs, the HCBDD adopts the following procedures. In adopting these procedures, the HCBDD intends to follow the civil service laws but does not intend to impose upon itself any restrictions that are not required by the civil service laws; and the HCBDD reserves the right to substantially comply with these procedures where permitted:
- (a) Employees may be laid off as a result of lack of funds (as determined by the superintendent), lack of work (as determined by the superintendent), or job abolishment (the need for which will be determined by the superintendent).
 - (b) Positions ("jobs") may be abolished as a result of reorganization for the efficient operation of the HCBDD, for reasons of economy (determined at the time the superintendent proposes to abolish the position), or for lack of work;
 - (c) The superintendent or designee shall decide in which classification or classifications the layoff or layoffs will occur and the number of employees to be laid off within each affected classification.
 - (d) In the case of a layoff, or an abolishment, that results in a reduction of the workforce, the HCBDD shall follow the order of layoff, displacement (bumping), recall, etc., that the HCBDD is required to follow under the Ohio Revised Code.
- (2) Furthermore, the HCBDD will follow the current procedures established by the Ohio State Personnel Board of Review and Ohio Director of Administrative Services' (ODAS) administrative rules (as they are amended from time-to-time) regarding:

- (a) Order of layoff and displacement (except any laid off or displaced employee shall have the right to fill an available vacancy or displace into an immediately prior-held position if he or she meets the criteria set forth in the Ohio Revised Code, (held the position within the last three (3) years and meets the minimum qualifications));
- (b) Content and service of notices to employees of layoff or displacement (e.g., mailed 17 days in advance if served by certified mail, or 14 days in advance if hand-delivered);
- (c) The calculation of retention points; and
- (d) Other aspects of abolishment, layoff, and recall.

(3) Except that the HCBDD will not file retention point calculations, statements of rationale, or other layoff documents with the director, nor require verification of same, nor does the HCBDD adopt the SPBR or ODAS procedures that are not expressly or logically applicable to the HCBDD or its/their employees or that would require more of the HCBDD than applicable civil service law.

(4) The HCBDD reserves the right to amend this policy from time to time in accordance with applicable law

Hardin County Board of Developmental Disabilities
POLICY

Policy Number: P-10	Page: 1	Of: 3
Title: Personnel- Leave Donation Policy		
Regulatory Authority:		
Effective Date: 5/18/21 Review: January 21, 2025		
Reviewer/Job Title: Superintendent or designee		

PERSONNEL
LEAVE DONATION POLICY

(A) PURPOSE

- (1) The intent of the leave donation policy is to allow Hardin County employees to voluntarily provide assistance to their coworkers who are in critical need of leave due to an extended serious health condition of the employee or a member of the employee's immediate family.

(B) DEFINITIONS

- (1) Child: A son or daughter, including a child 18 years or over, who is incapable of self-care because of a mental and/or physical disability.
- (2) Immediate family: The employee's spouse, child, or parent.
- (3) Parent: Biological parent or an individual who stands in the place of a parent to the employee (in loco parentis). In-laws are NOT included in the definition of "parent".
- (4) Serious health condition: An, illness, injury, impairment, or physical/mental condition that involves a period of incapacity or treatment that requires absence from employment for more than three (3) days and involves care by a healthcare provider. Serious health condition also includes continuing treatment or chronic or long-term incurable conditions and prenatal care.
- (5) Spouse: Husband or wife, including common-law marriages where/when recognized.
- (6) Transferee: A full-time employee in need and approved to receive donated leave.
- (7) Transferor: An employee volunteering to donate leave.

(C) DONATIONS

Employees may donate accrued sick leave and vacation leave to a fellow employee who is otherwise eligible to accrue and use sick leave and reports to the Superintendent or Director of Operations who is subject to this rule and pursuant to the provisions of section 124.391 of the Revised Code. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their coworkers who are in critical need of leave due to an extended serious

health condition of the employee or a member of the employee's immediate family. Supervisors are strictly prohibited from donating leave to any employee under their direct supervision and vice versa.

(1) **Donating leave**: Employees may donate leave if the donating employee:

- (a) Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned.
- (b) Donates a minimum of hours equivalent to one (1) of the donor's regularly scheduled workdays, and in one (1) donor day increments up to a maximum of 15 days (120 hours equivalence) subject to retaining a minimum balance of 480 hours of sick leave, per calendar year. There will be no limit on the number of one (1) day increments of vacation leave a donor wishes to donate.
- (c) Retains a sick leave balance of at least 480 hours.
- (d) Completes an *Application to Donate Leave* form.

(2) **Receiving leave**

An employee may receive donated leave (maximum 960 hours) equivalent up to the number of hours the employee is normally scheduled to work each pay period or the equivalent of the employee's normal biweekly earnings, whichever is less, if the employee to receive donated leave or a member of the employee's immediate family has a serious health condition and the employee:

- (a) Has no accrued paid leave.
- (b) Has completed his or her new probationary period.
- (c) Has applied for any paid leave, workers' compensation, benefits program or OPERS disability program for which the employee is eligible.
- (d) Has applied for family and medical leave.
- (e) Leave taken under this program will be included and is subject to the 12 week limits of the Family and Medical Leave Act.
- (f) Has no abuse or patterned use of sick leave.
- (g) Has provided acceptable written verification that the extended illness exists.
- (h) Agrees to accept the leave under the terms of this policy and completes an *Application to Receive Donated Leave* form.

(D) **ADMINISTRATION**

The leave donation program shall be administered on a pay-period-to-pay-period basis. Director of Operations shall review the *Application to Receive Donated Leave* and the *Application to Donate Leave* to assure compliance with sections (D)(1) and (D)(2) of this policy. Donations of leave will be recorded in the order of their submission and will not be considered actually donated nor be deducted from the transferor's balance or credited to the transferee's balance until the pay period such leave is actually used. Unused donation applications shall be returned to the transferor. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Vacation and sick leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall be considered sick leave but shall never be converted into a cash benefit. Director of Operations shall maintain such records as are necessary for the administration of this program.

(E) **CERTIFICATION**

Employees who wish to donate leave shall certify:

- (1) The name of the employee for whom the donated leave is intended.
- (2) The number of hours to be donated (maximum 120 hours).
- (3) That the employee will have a combined sick leave balance after donation of at least 480 hours.
- (4) That the leave is donated voluntarily and the employee understands that the donated hours may not be returned.

(F) **CONFIDENTIALITY**

Superintendent and/or designee shall ensure that no employees are forced to donate leave. Superintendent and/or designee shall request an employee's rights to privacy; however, Superintendent and/or designee may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their coworker's critical need for leave donations from employees. The donation of leave shall occur on a strictly confidential and voluntary basis.

(G) **APPLICATION**

Employees wishing to donate or receive donated leave may pick up applications from the Director of Operations.

Hardin County Board of Developmental Disabilities POLICY

Policy Number: C-1	Page: 1	Of: 9
Title: Administrative Resolution of Complaints & Due Process		
Regulatory Authority: ODODD OAC 5123:2-1-12		
Effective Date: 2/19/19 ; 2/16/21 , 1/21/25		
Reviewer/Job Title: Superintendent or designee		

ADMINISTRATIVE RESOLUTION OF COMPLAINTS AND DUE PROCESS POLICY

(A) ADMINISTRATIVE RESOLUTION OF COMPLAINTS

(1) Any person who receives services from the HCBDD may file a complaint involving the programs, services, policies or administrative practices of the HCBDD *or an entity under contract with the HCBDD*. Filing a complaint using the identified process will not take away rights to services.

(2) The identified process will be used prior to commencing a civil action regarding the complaint.

(3) If the county board is requesting a termination or reduction in services, current services will be provided until a final resolution is made.

(4) This policy DOES NOT apply to:

- (a) HCBDD employees;
- (b) Individuals placed by the Lead Education Agency (LEA); the Ohio Department of Education (ODE) rules will be followed in these cases;
- (c) Medicaid Services including Home and Community Based Waiver Services; if desired, the individual and the HCBDD may attempt to informally resolve the issues related to HCBS services through the HCBDD grievance process; and
- (d) Complaints regarding the administration of prescribed medication, performance of health-related activities, and performance of tube feedings by HCBDD personnel; these will be made to the Ohio Department of Developmental Disabilities

- (5) If the HCBDD determines that a complaint or appeal filed with the county board is not subject to this policy, the HCBDD will provide information to the person filing the complaint for the appropriate entity, if available, with which to file a complaint.
- (6) An individual receiving supported living services through locally funded services, will follow the procedure for complaints.
- (7) The HCBDD will post the toll-free number for both Disability Rights Ohio and DODD in a visible place.

(B) DEFINITIONS

- (1) “Adverse Action” means any of the following:
 - a. Denial of a request for a non-Medicaid service
 - b. Reduction in frequency and/or duration of a non-Medicaid service
 - c. Suspension of a non-Medicaid service
 - d. Termination of a non-Medicaid service
 - e. The outcome of an eligibility determination
- (2) “Advocate” means any person selected by an individual to act and/or communicate as authorized by the individual.
- (3) “Contracting Entity” means an entity under contract with the HCBDD for the provision of services to individuals with developmental disabilities
- (4) “Department” means the Ohio Department of Developmental Disabilities
- (5) “Director” means the director of the Ohio Department of Developmental Disabilities or his/her designee
- (6) “Hearing” means the opportunity to present one’s case regarding a complaint or appeal of adverse reaction
- (7) “Individual” means a person with a developmental disability who is eligible for services from the HCBDD. This includes a parent of a minor child, a guardian or an adult authorized in writing to make decisions regarding services or programs.
- (8) “Notice” means and is deemed to have occurred upon:
 - a. Electronic confirmation that an individual has read an email
 - b. Personal delivery to an individual
 - c. The date of certified mailing to an individual. If the mailing is refused, notice is to have occurred on the date the notice is resent. If the mailing is unclaimed, notice is to have occurred on the date the notice is resent unless the resent notice is returned for failure of delivery within 30 days.

(C) GENERAL PROVISIONS

- (1) Complaints and appeals of adverse reactions shall be filed in writing. The HCBDD will, to the extent necessary, assist the individual in filing a complaint or appeal.
- (2) At all times through the process, the HCBDD will maintain the confidentiality of the identities of the individual, unless given written permission to share the information.
- (3) An advocate may assist an individual at any time during the process.
- (4) The HCBDD will make all reasonable efforts to ensure that information is presented in a language and format understandable to the individual(s).
- (5) All notices and responses made during this process will include an explanation of the individual's opportunity to file a complaint or appeal with a higher authority, as applicable.
- (6) The timelines in this policy may be extended if mutually agreed up in writing by all parties.
- (7) Initiation of a formal process in this policy does not preclude resolution at any point, as long as the outcome is mutually agreed upon by all parties.

(D) REQUIREMENTS TO PROVIDE INFORMATION AND NOTICE

(1) General information

- a. The HCBDD will give the "Complaint or Appeal of Adverse Action Explanation Form" to an individual at the time of request for services, annually for anyone on a waiting list for non-Medicaid services, and at the time a complaint is received or the HCBDD proposes an adverse action.
- b. Upon request, the HCBDD will provide a copy of this policy and OAC 5123:2-1-12.
- c. The HCBDD will publicly post the "Complaint or Appeal of Adverse Action Explanation Form"

(2) Specific Notice

- a. Except when necessary to suspend an individual's service without delay to ensure the health and safety of the individual or other individuals, the HCBDD will provide written notice to the affected individual of the decision to deny, reduce, suspend or terminate services at least 15 calendar days prior to the effective date of such action. Notice shall include:

- i. An explanation of the county board's policy and/or authority for taking the adverse action
- ii. A description of the specific adverse reaction being proposed or initiated
- iii. The effective date for the adverse action
- iv. A clear statement of the reasons for the adverse action including a description of the specific assessments and/or documents that are the basis for the adverse action.
- v. An explanation of the steps the individual must take to appeal the adverse action
- vi. A statement that the individual must file his or her appeal prior to the effective date of the adverse reaction to keep his or her services in place during the appeal process
- vii. The name and contact information for the staff member of the HCBDD who can assist the individual with his or her appeal
- viii. The "Complaint or Appeal of Adverse Action Explanation Form"

(3) Specific notice of adverse action when it is necessary to suspend an individual's services without delay to ensure the health and safety of the individual or other individuals.

- a. The HCBDD will determine what immediate steps are necessary to ensure the health and safety of the individual and other individuals.
- b. The HCBDD will provide written notice to the individual immediately. The notice will include:
 - i. An explanation of the county board's policy and/or authority for suspending services
 - ii. A description of the services being suspended
 - iii. The effective date for the suspension of services
 - iv. A clear statement of the reasons for the suspension of services including a description of the specific circumstances that jeopardize the health and safety of the individual or other individuals

- v. An explanation that the HCBDD will arrange for appropriate alternative services and a description of those services available to the individual
 - vi. An explanation of the steps that the HCBDD will take in accordance with (3)(d) and (3)(e) of this policy.
 - vii. The name and contact information for the HCBDD staff member who can answer questions about suspension of services
 - viii. The “Complaint or Appeal of Adverse Action Explanation Form”
- c. The HCBDD will retain written evidence of the date the notice is delivered or sent by certified mail or through electronic confirmation that an email has been received.
 - d. Within 5 calendar days of the notice, the HCBDD will convene a team meeting to identify measures that can be implemented to eliminate the circumstances that jeopardize the health and safety of the individual or other individuals.
 - e. Within 5 calendar days of the team meeting, the HCBDD will:
 - i. With the consent of the individual, implement measures to eliminate the circumstances that jeopardize the health and safety of the individual or other individuals and restore suspended services OR
 - ii. With the consent of the individual, continue to arrange for appropriate alternative services OR
 - iii. Provide written notice that includes the components described in this policy of the HCBDD’s decision to terminate services at least 15 calendar days prior to the effective date of the termination. The county board shall keep alternative services in place until the appeal process is completed.

(F) FORMAL PROCESS FOR RESOLUTION OF COMPLAINTS AND APPEALS OF ADVERSE ACTION

- (1) Step One: File a complaint or appeal of adverse action with the department director responsible for the program, service, policy or administrative practice of the HCBDD. At any time during this process, timeline extensions may be granted if approved in writing by both parties.

- a. An individual must file a complaint with the department director within 90 calendar days of becoming aware of the program, service, policy or administrative practice that is the subject of the complaint.
- b. If the individual appeals within the time period between the notice and the effective date of the adverse action, the individual's services will not be reduced, suspended, or terminated until the appeal process is completed or the appeal is withdrawn. The individual may voluntarily consent in writing to the reduction, suspension, or termination of services during the appeal process.
- c. The department director will conduct an investigation of the complaint or appeal, which will include meeting with the individual who filed the complaint or appeal.
- d. Within 15 calendar days of receipt of the complaint or appeal, the department director will provide to the individual who filed the complaint or appeal, and be available to discuss, a written report and decision. It will include a rationale for the decision and a description of the next step in the process if the individual is not satisfied with the outcome.

(2) Step Two: File a complaint or appeal with the Superintendent of the HCBDD.

- a. If the individual filing the complaint or appeal is not satisfied with the outcome of the process, he or she may file a complaint or appeal with the superintendent of the HCBDD within 10 calendar days of notice of the decision of the department director.
- b. If no decision is provided by department director within 15 calendar days, the complaint or appeal must be filed with the superintendent within 25 calendar days of filing the complaint with the department director.
- c. Within 10 calendar days of receipt of the complaint or appeal, the superintendent or his/her designee will meet with the individual and conduct an administrative review.
- d. As part of the administrative review, the superintendent or designee may ask questions to clarify and review the circumstances and facts related to the department director's decision and will provide the individual the opportunity to present reasons why the department director's decision should be reconsidered.
- e. Within 15 calendar days of receipt of the complaint or appeal, the superintendent or designee shall send by certified mail, a copy of his or her decision to the individual who filed the complaint or appeal. Such decision will include the rationale for the decision and a description of the next step in

the process if the individual is not satisfied with the decision of the superintendent or designee.

- (3) Step Three: Filing a complaint or appeal with the president of the HCBDD
- a. If the individual filing the complaint or appeal is not satisfied with the outcome of the process, the individual may file a complaint or appeal with the president of the HCBDD within 10 calendar days of notice of the decision of the superintendent or designee. Appeals shall be sent to HCBDD, 1280 Charles Lane, Marysville, Ohio 43040.
 - b. If no decision is provided by the superintendent or designee within 15 calendar days, the complaint or appeal must be filed with the president of the HCBDD within 25 calendar days of filing with the superintendent.
 - c. The president of the HCBDD will ensure that a hearing is conducted within 25 calendar days of receipt of the complaint or appeal, at a time and place that is convenient to all parties. At the hearing:
 - i. The HCBDD may hear the complaint or appeal;
 - ii. A committee of two or more HCBDD board members appointed by the president, with agreement of the HCBDD, may hear the complaint or appeal;
 - iii. A hearing officer appointed by the HCBDD may hear the complaint or appeal. The hearing officer will have the same powers and authority in conducting the hearing as granted to the HCBDD. The hearing officer shall not be an employee or contractor of the HCBDD providing any service other than that of hearing officer. The hearing officer need not be an attorney, but shall possess qualifications to be able to make neutral and informed decisions about the complaint or appeal. The HCBDD may ask the Department to decide if a person is qualified to be a hearing officer. The hearing officer will issue a report and recommendation to the HCBDD within 10 calendar days of the conclusion of the hearing.
 - d. Upon request, the individual filing the complaint or appeal will be provided access to all records and materials related to the complaint or appeal, no less than 10 calendar days before the hearing.
 - e. To the extent permitted by law, the hearing will be private unless the individual requesting the hearing wants it to be open to the public.
 - f. During the hearing, both parties may present evidence to support their positions.

- g. The individual and the HCBDD have the right to be represented by an attorney.
- h. The individual has the right to have in attendance at the hearing and question any official, employee or agent of the HCBDD who may have evidence upon which the complaint or appeal is based.
- i. Evidence presented at the hearing will be recorded by stenographic means or by use of an audio recorder at the option of the HCBDD. The record shall be made at the expense of the HCBDD and, upon request, one copy of a written transcript will be provided, at no cost, to the individual requesting the hearing.
- j. In making its decision, the HCBDD may request or consider additional information with notice to all affected parties, may request a presentation in writing and/or in person from each party or take another action necessary to make a determination.
- k. Within 15 calendar days of the conclusion of the hearing or the HCBDD's receipt of the report and recommendation from a hearing officer, the president of the HCBDD will send, by certified mail, a copy of the HCBDD's decision to the individual requesting the hearing. Such decision will include the rationale for the decision and a description of the next step in the process if the individual is not satisfied with the decision of the HCBDD.

(4) Step Four: File a complaint or appeal of adverse action with the Director.

- a. If the individual filing the complaint or appeal is not satisfied with the outcome of the process, the individual may file a complaint or appeal with the Director within 15 calendar days of notice of the decision of the HCBDD..
- b. IF no decision is provided by the president of the HCBDD within 15 calendar days, the complaint or appeal must be filed with the Director within 55 days of filing the complaint with the president of the HCBDD.
- c. The Director will send a copy of the complaint or appeal to the superintendent and president of the HCBDD. The president of the HCBDD will send the Director the written transcript of the HCBDD hearing, copies of any exhibits, and a copy of the HCBDD's decision within 20 calendar days of receiving a copy of the complaint or appeal from the Director.
- d. Upon request by an affected party or at the Director's initiation, the Director may request or consider additional information with notice to all affected parties, may request a presentation in writing and/or in person from each party, or take other action necessary to make a determination.

- e. Within 45 calendar days of receipt of the written transcript of the HCBDD's hearing, copies of any exhibits and a copy of the HCBDD's decision from the president of the HCBDD, the Director shall send by certified mail, a copy of his or her decision to all affected parties. The Director shall uphold the decision of the HCBDD if the Director determines that the decision is in accordance with applicable statute and administrative rule. The Director's decision shall include the rationale for the decision.

(G) OTHER REMEDIES

After exhausting the administrative remedies required by this policy, an individual may commence a civil action if the complaint or appeal of adverse action is not resolved to his or her satisfaction.

HARDIN COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

TRANSPORTATION E. 6.0

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6.0 Philosophy

The Hardin County Board of Developmental Disabilities shall provide transportation services to students enrolled in Simon Kenton School in a safe and efficient manner in the most normalized mode possible for each student.

All school shall conform to standards 4501-5-02 and 4501-5-03, Ohio School Bus Minimum Construction Standards.

6.1 Eligibility

Enrollment in Simon Kenton School includes students served in preschool and school age classrooms.

- (A) The Hardin County Board and Developmental Disabilities shall provide transportation for students attending Simon Kenton School. Transportation for preschool and school age children shall be in compliance with Sections 3323.01 and 4511.76 of the ORC. The nature and extent of transportation services provided to each student shall be determined through the IEP process. The determination shall be reviewed annually.

Authorized passengers on routine trips shall include: (OAC 3301-83-17)

1. Students enrolled in Simon Kenton School
2. Parents or guardians who are participating in Simon Kenton sponsored special programs that require attendance of both the student and the parent or guardian.

Unauthorized passengers shall include: OAC 3301-83-17

1. Family members of transportation staff not enrolled in any of the approved programs for which the route is scheduled.
2. Employees on routine bus routes unless assigned by proper school officials as part of their duties.
3. Any person not enrolled in any of the board approved programs, unless assigned as a bus monitor.

6.2 Individual Education Plan Transportation Section

During the development of the IEP for each student, the following shall be considered:

1. The steps necessary to ensure safety of the student.
2. The least restrictive, most normalized mode of transportation.
3. Transportation assistance needs – special need of the student to be addressed include but not be limited to:
 - a. Specialized equipment
 - i. lifts
 - ii. seatbelts
 - iii. car seats
 - iv. safety harnesses/restraints – must have quick release mechanism (approved by the Human Rights Committee)
 - v. chair locks – all wheelchairs must be secured
 - vi. other adaptive devices
 - b. Staff assistance
 - i. behavior support specialist
 - ii. bus aide/assistant/monitor
 - iii. OT/PT
 - iv. others
4. Mobility/travel training be provided for students using alternate modes of transportation if determined necessary on the IEP.
5. A three (3) day notification is required for any changes in transportation except in emergency situations (i.e. abuse, neglect, caretaker changes, etc.).

6.3 Transportation Policies

Simon Kenton School shall provide transportation for students enrolled our program. The intent or purpose of the school's policies and procedures are to reduce and prevent, to the greatest extent possible, injury or death to the students enrolled who are utilizing the school's transportation system. It is also to ensure uniform, economical, and efficient transportation operation. The school's transportation system shall be governed by the Ohio Pupil

Transportation Operation and Safety Rules 3301–8 3–02 through 5123 –1–03. School policies are intended to be in compliance with these rules and interpretation of the same. Policies and procedures in addition to these rules may be developed to supplement the aforementioned rules and address situations that are unique to Simon Kenton School, its transportation system, and the transportation needs of the students enrolled our program. It shall be the responsibility of the superintendent, transportation coordinator, bus driver, and any other individual responsible for transporting passengers enrolled or participating in Simon Kenton School’s programs or sponsored activities, to be familiar with the rules and policies governing our transportation system.

1. Regulation on Stopping Point

If a pick up or drop off is considered unsafe, Simon Kenton School reserves the right to deny that stop. An alternate stop shall be arranged by mutual agreement. The Ohio Pupil Transportation Operation and Safety Rules state that there must be 500 feet of visibility from both directions of pick up or drop off locations.

2. Backing

Although backing is not prohibited, it is only allowed when necessary. Backing can only be done with the approval of the Transportation Coordinator and /or Superintendent. In will only be the distance of the length of the bus.

3. Wheelchairs

Wheelchairs shall be inspected once a year or when necessary. If a child’s wheelchair is deemed unsafe, we will not be able to provide transportation until it is repaired and passes inspection. No wheelchairs will be transported empty or with trays attached.

4. Bus Driver/Aide Responsibility

Drivers/Aides shall be responsible for compliance with all regulations contained in the Hardin County Board of DD policy manual, The Ohio Pupil Transportation Operation and Safety Rules and the rules of the Ohio Department of Education. For the safety of all students, drivers/aides are not permitted to leave the bus to assist students to and from home.

At the end of each route the driver and aide are required to check the bus for students. The procedure will be as follows: Aides will unload students from the back to the front of the bus, checking each seat, and exiting with the students. The driver will then check each seat and hang the empty sign in the back of the bus.

5. Unattended Vehicles

At no time will a driver leave a vehicle unattended with students beyond line-of-sight of the vehicle. When loading and unloading students, the driver will remain with the vehicle.

6. Unauthorized Use of a Board Vehicle

Board owned vehicles may not be used for any reason than regularly scheduled duties or as assigned by the supervisor.

6.4 Bus Safety Instruction

Safety instruction will be given to all students, within the first 2 weeks of school, who are transported by county board buses and also direct service staff who provide services for these

students. Bus Safety Week is in October. Bus safety instruction will be communicated to the families of all students. As specified in, 3301-83-09 the bus safety instruction program will include, but not be limited to:

1. Safe walking practices to and from the bus.
2. How and where to wait safely for the bus.
3. Wearing of light colored or reflective clothing when going to and from the bus stop in darkness including how to avoid personal risks involving strangers.
4. What to do if the bus is late or does not arrive.
5. How to enter and leave the bus safely. This instruction shall include the potential hazards regarding the snagging of clothing, backpacks, or other items, as well as items which may be dropped around or under the bus.
6. Safe riding practices. (including instruction on rule 3301-83-08 of the Administrative Code, pupil transportation management policies).
7. Procedures to follow in emergencies, including evacuation of the bus.
8. Proper respect for the rights and privileges of others.
9. The dangers of trespassing in a railroad right-of-way and other dangerous areas

6.5 Emergency Closing of Facilities/Inclement Weather

Inclement weather or other emergencies may require the temporary cancellation of transportation services or cause delays or changes due to the nature of the emergency. In the event of cancellation or delays:

1. The Superintendent or designee will make all reasonable efforts to notify drivers / aides by phone.
2. The Superintendent or designee will notify local television, radio stations, and put out the One Call Now. The stations will be listed in the Transportation Handbook.
3. Cancellations and delays will be posted on the Simon Kenton School website.
4. Simon Kenton will utilize a phone contact system to notify families and students. Families will have the opportunity to opt out of this system.

6.6 Emergencies

6.6.1 Drills/Evacuation

The transportation Coordinator shall organize and conduct emergency exit drills for all employees riding buses to and from county board facilities. Each of the following three emergency procedures shall be conducted at least once annually.

1. Everyone exits through the front entrance door.
2. Everyone exits through the rear emergency door
3. Front half exits through the front door and rear half exits through the rear door.

Transportation Coordinator shall develop written guidelines for emergency evacuation of each bus taking into account the individuals assigned to ride each particular bus. *Refer to Ohio Pre-Service School Bus Driver Training Manual for guidelines in developing the procedures.*

1. A written report will be prepared by the Transportation Coordinator after each drill and submitted to the Superintendent or designee which will include but not be limited to:
 - a. Time, date and place of drill.
 - b. Type of drill.
 - c. Elapsed time of evacuation.
 - d. Description of any problems encountered.
 - e. Recommended corrective action for encountered problems.
 - f. Other comments.
2. The reports shall be maintained in the Transportation Coordinator's Office.

6.6.2 Tornado Warning or Sighting

If a tornado warning is received prior to the beginning of the route, the driver shall not pick up until the "all clear" is announced.

Protection of passengers on buses in transit is the primary responsibility of the bus driver. As soon as the driver visually observes a tornado, the driver shall take the following action:

- A. In rural areas:
 1. If possible, park bus off roadway away from large trees, power lines, poles or buildings;
 2. Give command to evacuate bus. As driver leaves the bus, take first aid kit;
 3. Position student away from the side of the bus without crossing the highway;
 4. Position students in lowest area available such as a ditch, hollow, ravine, culvert or embankment;
 5. After danger has passed, driver shall check students for shock or injury;
 6. Administer necessary first aid and request assistance;
 7. If assistance is not needed, board passengers on bus and proceed with the route;

8. Driver shall contact transportation office if further instructions are needed;
9. An incident report must be completed within the established timelines.

B. In urban areas:

1. Park bus immediately;
2. Give command to evacuate bus. As driver leaves the bus, take first aid kit;
3. Send passengers into nearest buildings after obtaining permission of building management;
4. After danger has passed, driver shall check students for shock or injury;
5. Administer necessary first aid and request assistance;
6. If assistance is not needed, board passengers on bus and proceed with the route;
7. Driver shall contact transportation office if further instructions are needed;
8. An incident report must be completed within the established timelines.

In the event a tornado warning is issued after the route starts, the driver shall:

1. Continue to listen to the radio for updates.
2. Contact the transportation office for further instructions.
3. Make a judgement based on information available and observable weather conditions as to whether the bus should be evacuated.

6.6.3 Bomb Threat

If a situation occurs at the building, bus drivers will be notified not to return to Simon Kenton School.

In the event of a bomb threat, bus transportation employees will be notified that a threat has been received. All vehicles should be stopped and evacuated at the nearest place of safety. Drivers should then notify the administrative office of the bus location and await further instructions from the supervisor.

6.6.4 Emergency Equipment

The following emergency equipment shall be maintained at all times on all buses in a safe location as close to the driver as possible:

1. Three flares and three red reflectors (day or night use);
2. Fire extinguisher;
3. First Aid Kit;
4. Body Fluid Kit

Flares and reflectors are used as warning devices when a bus is disabled and are required by state law. Follow instructions on the flares.

As required by law, the three flares and reflectors should be placed:

1. At the traffic side of the bus – a safe distance from the bus and oncoming traffic.
2. Approximately 40 paces or 100 feet to the rear of the bus. If there is a hill or curve the distance should be greater, but no farther than 300 feet.
3. Approximately 40 paces or 100 feet in front of the bus, again using greater distances if conditions warrant.

The fire extinguisher has approximately thirty seconds of use and must be checked periodically for proper charge and must be recharged after every use. The following operating procedure should be followed:

1. Remove extinguisher from mounting bracket and hold vertically.
2. Release safety device.
3. Squeeze handle to discharge chemicals.
4. Direct chemical discharge at the base of the flame.

The first aid kit and body fluid cleanup kit must meet federal / state standards and should be located in the driver's compartment, be dustproof and well labeled. Replace any item used from emergency equipment supplies as soon as possible.

6.6.5 Emergency Medical Forms

A copy of each student's Emergency Medical Authorization Form, Student Transportation Form, and Child Release Form must be on all vehicles in which the student is a passenger. These forms are to be updated annually or sooner if information changes.

6.6.6 Emergency Procedures for Mechanical Breakdowns

The transportation Coordinator shall organize and conduct emergency exit drills for all employees riding buses to and from county board facilities. Each of the following three emergency procedures shall be conducted at least once annually.

1. Everyone exits through the rear emergency door.
2. Front half exits through the front door and rear half exits through the rear door.
3. Front half exits through the front door and rear exists through the rear door.

The following procedure for mechanical breakdowns from the Ohio School Bus Driving Training Manual.

1. Move bus off road safely and as soon as possible.
2. Activate hazard lights.
3. Shut off key and remove it.
4. Set Parking Brake (emergency brake).
5. Decide whether or not to evacuate.
6. Employ safety devices.

7. Driver shall contact the office by cell phone. If not possible, ask a passing motorist to notify the school and the police. Send an emergency assistance card along with the motorist with instructions. Ohio Pupil Transportation and Safety Rules 3301-83-E states, "All buses shall be equipped with emergency assistance cards which list three telephone numbers to call and provide space for describing the location of the school bus and the type of emergency-
8. Try to keep the passengers calm.

6.6.7 Emergency Procedures – School Bus Accident

In the event of an accident the Ohio School Bus Driver training Manual procedures shall be followed.

1. Remain calm.
2. Stop the bus.
 - a. Activate hazard lights.
 - b. Shut off ignition key.
 - c. Set parking brake.
3. Reassure passengers and check for injuries.
 - a. Be clearly in command.
 - b. If passengers are injured:
 1. Obtain assistance from bystanders.
 2. Apply basic first aid procedures.
4. Be alert for fire or possible fire. Check for:
 - a. Ruptured fuel tank or fuel lines.
 - b. Smoke.
5. Decide whether or not to evacuate.
 - a. Make a decision.
 - b. Locate a safe spot to evacuate.
6. Protect the scene of the accident from further accident or injury by employing safety devices.
7. Locate witnesses.
8. Notify school and law enforcement officials.
9. Do not discuss the accident with others until supervisor or building authority arrives. Cooperate with investigating officer. Provide investigating officer with:
 - a. List of passengers names, ages, addresses and phone numbers.
 - b. List of seat location of each passenger remaining on the bus.
 - c. Information about the bus such as insurance, make, model, number, owner, etc.
10. If another motorist is involved, give your name, address, driver's license number and vehicle information to him/her. Get the same information from the other driver.
11. Work with administration to:
 - a. Continue transportation of students.
 - b. Prepare written reports required by the board.
 1. T-10 report must be completed and reported as directed in 3301-83-14 (G).
 2. A report must be submitted to the Bureau of Motor Vehicles within 30 days of the accident if any injury or damage exceeding \$400 results from the accident.
 3. Accident/Incident Report as required by the board.

6.6.8 Emergency – Disability of Driver

1. In the event a bus driver is injured or becomes ill prior to a normal route or trip, he/she shall contact the supervisor and not start the route/trip.
2. If the disability occurs while the driver is on duty, he/she shall remove the bus from the roadway into a parking lot or driveway.
3. The driver shall contact the supervisor by cell phone and request assistance. If not radio equipped, flag passing motorist and use emergency phone cards to request help.
4. If the driver is on a non-routine trip, the chaperone shall use the cell phone emergency phone cards to request help.
5. At all times, safety shall be the primary consideration in evaluating the situation.

6.6.9 Emergency – Student Illness/Accident

1. School bus drivers may administer First Aid as needed.
2. Under no circumstances may a school bus driver administer medication.
3. School bus drivers shall notify parents/guardians/advocates in reference to an illness/accident or unusual incident upon the bus (i.e. illness, behaviors, etc.).
4. School bus drivers should communicate an illness/accident upon the bus to the transportation supervisor for reporting to the building authority. An UIR report form must be completed by the bus driver prior to the completion of the work day and filed with the transportation supervisor and Superintendent.
5. School bus drivers may contact the office to request that parents/guardians/advocates be notified by telephone in reference to an illness/accident which may warrant the student being taken home by the bus or by the parent/guardian/advocate upon the arrival of the bus to the school.
6. School bus drivers must always put safety first and foremost in their role as vehicle operator.

6.7 Non-Routine Use of School Buses

OAC 3301-83-16

A non-routine use of a school bus means transportation of students other than regularly scheduled route to and from school. School buses may be used for non-routine trips only when such trips will not interfere with routine transportation services.

Approved non-routine use of buses

1. Trips that are an extension of the instructional program as determined by the administration.
2. Trips for the transportation of students directly participating in school sponsored event.
3. Transporting students/chaperones taking part in board approved events within the local community which are board or local community sponsored.
4. Emergency evacuation and/or emergency evacuation drills when such emergencies are declared by state or local directors of emergency disaster services.
5. A civil emergency as declared by the governor
6. Transporting board employees engaged in board approved employee improvement programs.
7. Transportation Coordination to participate with local Human Services providers.

Trip permits

School Bus owners or designee shall provide a trip permit/~~contract~~ which shall accompany the driver on any non-routine trip. The permit shall provide the following information:

1. Date of trip;
 2. Destination;
 3. Purpose of trip;
 4. Name of School District;
 5. Driver's name;
 6. Bus Registration number;
 7. Total miles of trip;
 8. Designated meal stops;
 9. Drivers must have map for destination;
 10. School Bus owner or designee signature;
 11. Superintendent's signature;
 12. List of passengers and emergency medical forms;
 13. Depart and arrive time;
 14. Need for a monitor.
1. Chaperones 3301-83-16

One or more adult chaperones, as approved by the Superintendent or designee, shall accompany each bus required for any non-routine trip involving students. The chaperone's responsibility shall be to assist the bus driver in maintaining passenger control and in enforcing procedures for the safety of all passengers.
 2. Out-of-state trips 3301-83-16

Any out-of-state travel shall remain within two hundred forty miles round-trip distance from point of exit from the state to the point of entry to the state (Section 3327.15 of the Ohio Revised Code).

3. It is not permissible to use buses for any personal reasons. Drivers cannot stop at the store or at any other location unless the stop is official business.
4. Field trip requests must be received by the transportation supervisor at least one (1) week in advance. They must include completed requests for the field trip, roster of those attending and prior approval of the Superintendent.
5. Transportation supervisor shall assign the field trip and return a copy of the request for field trip form to the building authority.
6. Should a field trip be postponed or cancelled, the transportation supervisor must be contacted immediately to make the necessary schedule changes.

6.8 Bus Routes

1. Transportation shall prepare routes and disseminate the information to bus drivers, students, or parents/guardians and other appropriate program personnel at least ten (10) days prior to the start of the program (Ohio Department of Developmental Disabilities). Routes will be in accordance with 3301-83-12 and 3301-83-13.
 2. All drivers are responsible for maintaining current, updated route sheets (indicating names, addresses, phone numbers, pick-up and drop-off times and route directions and other appropriate information) on their bus and in the administrative office at all times. Whenever changes or additions are made, drivers must update their copy and must provide the office with an updated route sheet within a reasonable time. Whenever drivers are assigned a new student, that person or family/guardian must be notified of the pick-up and drop-off time. If any pick-up or drop-off time changes due to additional pick-ups or drop-offs, the students or parents/guardians must be notified. Families/guardians will be given revised times by the transportation supervisor or his/her designee.
 3. If the driver arrives at a pick-up point ahead of schedule, the driver shall wait until the normal pick-up time for the student if necessary. No drop-off shall be made until the driver knows someone is home. If no one shows to get their student off the bus, the school will be notified and the student will be taken back to the school after the route is complete. The parent /guardian will be notified to pick up the student.
- Note: riders are to be ready for the bus arrival ten (10) minutes prior to scheduled pick-up time.

4. No bus shall be scheduled for more passengers than the approved seating capacity of each bus. Seating capacity shall be adjusted if seats are removed for wheelchair transport.
5. Travel Time: Bus riders cannot ride the bus in excess of ninety (90) minutes during any one time, 90 minutes each for transportation to school and transportation to home.
6. Changes in the route shall require three (3) day notification except in emergency situations (i.e. abuse, illness, change in caregiver, etc.).

6.9 Bus Maintenance

1. It is the responsibility of the school bus driver to make a daily pre-trip inspection before each and every operation of the school bus. The inspection form shall be completed prior to the first run of the day. The school bus driver shall make an operation inspection prior to picking up the first passenger of the bus run. All items checked and found deficient should be reported to the transportation supervisor in writing and duly noted on the inspection report form (3301-83-11).
 - a. Pre-starting inspection
 1. Check the overall bus
 - a. Oil, gasoline or water leaks
 - b. Vandalism
 2. Open hood- be sure safety latch, rod or hinge is in holding position
 - a. Check oil level before starting engine (must be between add and full lines)
 - b. Be sure oil is above "add oil" line
 - c. Be sure oil is not overly full
 - d. Should oil be needed, the school bus driver must add the needed oil (bus cannot be driven until oil has been added)
 3. Check the water levels (must be above core level or at line auxiliary tank).
 4. Check to overfill bottle next to the radiator. It should be one-half full to full.
 5. Check the power steering fluid level (must be above add fluid level).
 6. Check the hydraulic fluid level (must be above add fluid level).
 7. Check wires (check for loose, broken or dangling wires).
 8. Check belts for proper tension, cracks and frayed edges.
 9. Check engine for moisture (check for excessive amounts of oil or water).
 10. Check the inside wheel-lugs.

11. Check the tires and brake lines.
 12. Close the hood (check latch and hinges).
 13. Clean the windshield, headlights, turn signals and warning lights.
- b. Check safety equipment (be sure they are on board and operational)
1. Check fire extinguisher (properly charged).
 2. Check fuses (6), reflectors (3) and flags (number optional).
 3. Check wrecking bar.
 4. Check first aid kit and emergency assistance cards.
 5. Check overhead mirrors and sun visor.
- c. Check gauges (start engine)
1. Check oil pressure.
 2. Check air pressure.
 3. Check fuel.
 4. Check ammeter.
 5. Check temperature.
 6. Check voltmeter
- d. Seated inspection (engine running)
1. Check heater fans.
 2. Check defroster.
 3. Check windshield wipers and washer.
 4. Check dome light.
 5. Check horn.
 6. Check position of outside mirrors.
- e. Electrical accessories (lights-first half, motor must be running at fast idle)
1. Check headlights, high beam.
 2. Check instrumental panel lights.
 3. Check clearance, marker lights.
 4. Check left turn signal.
 5. Check step well light.
 6. Check side reflectors.
 7. Check tires/wheels/lugs.
 8. Check tail lights.
 9. Check strobe lights.
 10. Check for dents/scratches/vandalism
 11. Clean windows/mirrors
- f. Electrical accessories (lights-second half, motor must be running as fast idle)

1. Check headlights, low beam.
 2. Check right turn signal.
 3. Check warning lights.
 4. Check for leaks under the bus.
 5. Check stop arm.
 6. Check exhaust pipe.
 7. Check emergency door, check under seats.
 8. Check gas cap.
 9. Check operation of lift.
- g. Inside walk back
1. Check amber lights - front
 2. Check hazard lights - front
 3. Check back up lights - brake lights (wrecking bar on brake pedal) observe ammeter while depressing pedal)
 4. Check emergency door, check amber and hazard lights.
 5. Secure emergency door bus.
 6. Check seats and floor of bus.
- h. Operation instruction
1. Check seat belt.
 2. Check parking brake (slowly engage the drive train while parking brake is on).
 3. Check transmission (automatic should not slip and manual should allow for easy and smooth gear changes throughout entire shifting range).
 4. Check service brake (test at low speeds and bring the bus to a complete stop; bus should stop in a straight line without skidding, swerving or pulling to one side).
 5. Check engine (listen for unusual noises).
 6. Check steering (check for any unusual handling characteristics).
 7. Check suspension (check for any unusual ride or handling characteristics).
 8. Check clutch (should engage easily and smoothly without jerking, slipping excessively or "chattering". Should have some "free play" when the pedal is fully released).
- i. Following bus route
1. Set parking brake.
 2. Check condition of seats.
 3. Clean the bus daily.
 4. Turn electrical accessories off.

The school bus should be parked and/or spare bus used when any one of the following conditions are present:

- a. Warning light system is not functioning.
- b. Turn signals are not working.
- c. Four way hazard lights are not functioning.
- d. Brake lights are not working.
- e. Oil pressure lights reads zero (is not registering).
- f. Temperature gauge is reading hot.
- g. Air pressure is not maintained.
- h. Transmission is slipping.

Be alert at all times to detect possible malfunctions and mechanical breakdowns. The transportation department's goal is to have a safe and efficient program.

2. The preventive maintenance schedule recommended by the manufacturer will be followed. Preventative maintenance procedures shall include routine maintenance needs and the planning for future maintenance.
3. Bus repairs shall be authorized by the transportation supervisor.
4. Upon the completion of the maintenance, a copy of the work order, indicating the maintenance completed and any comments should be returned to the transportation supervisor.
5. The Superintendent and transportation supervisor shall be responsible for presenting all school buses for the annual Ohio State Highway Patrol Safety Inspection. Arrangements shall include the pre-inspection of all buses, necessary repairs made and any other related preparations deemed appropriate.
6. School buses that have **not** received and passed the annual inspection shall **not** be placed in operation until such time they have been approved by the Ohio State Highway Patrol.

6.10 Bus Driving

1. Bus drivers shall follow the driving procedures as defined in the Ohio Pre-Service School Bus Driver Training Manual.
2. Bus drivers shall not leave the drivers' compartment of the bus when passengers are present except for loading and/or unloading of students.

6.11 Reports

The following records for the management and reporting of the transportation program shall be maintained as required by 3301-83-14:

1. Maintenance and repair:
 - a. Documentation that reported mechanical deficiencies discovered during inspection were corrected.
 - b. A maintenance and repair record for each vehicle.
 - c. Documentation of pre-trip inspection for each vehicle. Documentation shall be kept for no less than 12 months.
2. A student accounting system that details assigned:
 - a. School bus
 - b. Pick-up and drop-off times
 - c. Facility of attendance, student address, telephone number
3. A record of routine and non-routine daily miles driven by vehicle and by fleet.
4. A reporting of the number of regular and substitute school bus drivers, mechanics, supervisors, secretaries, clerks and driver's aides.
5. Maintain and file "School Bus Driver Medical Examination Report".
6. Maintain and file "School Bus Driver Accident Report" for each accident as defined:
 - a. Any accident or occurrence involving a school bus operated by HCBDD which results in a fatality, an injury or damage to any motor vehicle or property.
 - b. Any action taken by a bus driver employed by HCBDD which contributes directly to any fatality, injury or damage to any motor vehicle or property.
 - c. File with the department of education, pupil transportation section, a report as directed in 3301-83-14 (G).
7. Submit reports as required by the Ohio Department of Education and the Ohio Department of Developmental Disabilities.

6.12 Seat Belts / Harnesses

3301-87-06: Restraining devices: Seat frames may be equipped with attachments and/or devices to which belts, restraining harnesses and/or other devices may be attached in accordance with Federal and State laws.

6.13 Transportation Student Behavior Support

Transportation to Simon Kenton is provided as a service to students eligible for services from HCBDD. The student and his/her family or guardian must recognize that, to maintain this safe environment, reasonable exercise of authority by program officials is necessary. Consequently, each student is required to accept responsibility for his/her own conduct and, in so doing, accept the responsibility of the consequences of his/her choice.

The following shall be enforced whenever students are provided transportation. Certain types of student conduct on a bus are prohibited as specified in accordance with Ohio Administrative code 3301-83-08.

1. Student behavior on the bus shall be in accordance with the following:
 - a. It is the school bus driver's authority and responsibility to maintain control of the students.
 - b. It is the student's right to "due process" as provided for by the policies and procedures of the educating agency.
 - c. Students shall arrive at the bus stop before the bus is scheduled to arrive. Behavior at the school bus stop must not threaten life, limb or property of any student.
 - d. Students must wait in a location clear of traffic and away from the bus stops. (Designated Place of Safety)
 - e. Students are to cross the street at least 10 feet in front of the bus upon the signal of the driver.
 - f. Students must go directly to an assigned seat so the bus may safely resume motion.
 - g. Students must remain seated keeping aisles and exits clear.
 - h. Students must observe classroom conduct and obey the driver and monitor promptly and respectfully. Students will be courteous and respectful to the driver, monitor, fellow students, and passersby.
 - i. Students must not use profane language.
 - j. Students must refrain from eating and drinking on the bus except as required for medical reasons.
 - k. Students must not use tobacco on the bus.
 - l. Students must not have alcohol or drugs in their possession on the bus except for prescription medication required for a student.
 - m. Students must not throw or pass objects on, from or into the bus.
 - n. Students may carry on the bus only objects that can be held in their laps
 - o. Students must not put their head or arms out of the bus windows. Fighting, wrestling, or boisterous activity is prohibited on the bus.
 - p. Students will use the emergency door only in case of emergency.
 - q. Students will not bring fire arms, weapons, glass containers, aerosol cans, flammable liquids or other potentially hazardous material on the bus.
 - r. No headphones / cell phones.
 - s. Students will not bring animals except approved guide animals on the bus.
 - t. Students will not open or close windows without permission of the driver.
 - u. Students will keep the bus clean and must refrain from damaging it.

- v. Students who refuse to promptly follow the directions of the bus driver/monitor or refuse to follow bus rules may forfeit their privilege to ride the bus.
4. Guidelines will be formulated for the use and storage of equipment and other means of assistance required by preschool and special needs children.
5. Drivers and bus aides must have access to appropriate information about the child to the degree that such information might affect safe transportation and medical well-being. This information must be readily accessible in the transportation office. All such information is strictly confidential.
6. **Medication:** Students requiring the dispensing of medication during the school day may request that such medication be transported on the bus. The school bus driver or monitor shall receive the medication from the parent/guardian/advocate. Any medications transported must be in its original packaging stating the student's name, medication type, dosage, and physician's name. The medication shall be secured by the driver or monitor during the route and given to an appropriate staff member upon arrival at the facility.
7. School bus drivers reserve the right to refuse the transportation of items on the bus which may be hazardous.
8. All departments of the HCBDD along with parents/guardians/advocates shall maintain an open line of communication with the transportation department to assure that school bus drivers are apprised of early dismissals, behavior problems, illnesses, etc.
9. All students found to be in violation of any of these rules or a portion thereof will be subject to disciplinary action. Disciplinary action shall consist of either a disciplinary notice to parents/guardians, emergency removal for a set number of days from the bus, suspension from riding the bus or expulsion from riding the bus. Parents/guardians will be expected to transport their son/daughter to and from school should certain disciplinary measures exclude student from transportation on the bus. In all cases, due process rights will be adhered to and proper notification made to local education agencies.
10. In addition to or in lieu of this disciplinary action, the student may be required to repair or make financial restitution for physical damage caused by the student or clean-up to assure the safety of the bus driver and all passengers.
11. The bus driver shall have the authority and responsibility to maintain student control. Physical force shall only be used by a driver or driver aide who has received appropriate training in the use of physical force for:
 - a. Removing dangerous objects from an student

- b. Protecting property, self-defense or defense of other passengers
- c. Implementing an approved Behavior Support Plan

The board has an adopted behavior support policy. This policy is applicable to all aspects of the transportation system. A copy of the behavior support policy shall be made available to driver, driver aides and to all students and/or parents of students by the appropriate facility/program director. Bus drivers shall complete all reports as required by the board for behavior incidents.

In addition to the established behavior support policy and the above listed prohibited behaviors, the following transportation regulations shall be enforced:

1. When the bus is on schedule, the bus shall blow the horn and not wait more than two (2) minutes for a student to appear for boarding. Students are to be ready for the bus ten (10) minutes prior to the scheduled pick-up time. In emergency situations the driver is permitted to remain stopped for up to three (3) minutes, if notified to do so in the first minute of the stop.
2. The failure of a student to utilize the board's transportation system for three (3) consecutive days without notification shall result in the transportation no longer making a stop at the student's bus stop until arrangements have been made with the transportation supervisor for the transportation service to resume.

6.14 Insurance

All vehicles owned by the board for the transportation of students shall be covered by liability and property insurance.

6.15 Alternate Vehicles

If alternate vehicles are used to transport more than nine (9) preschool and/or school age passengers, the vehicle must be licensed as a school bus and the driver must be licensed as a school bus driver.

Otherwise, drivers of alternate vehicles must have an Ohio Classified License (class determined by vehicle type); annual driver's physical, proof of insurance, driver's abstract, current First Aid and CPR certification.

6.16 Three Day Notification

Any changes in pick-up addresses or drop-off addresses shall require the parent/guardian/advocate to notify the transportation supervisor or designee at least three (3) days prior to the effective date of the change. This shall include the utilization of alternate pick-up and drop-off times. Exceptions for emergencies can be made upon review by the transportation supervisor. In the event of a necessity to utilize the emergency drop-off, the

parent/guardian/advocate must notify the transportation supervisor or designee no later than 2:00 p.m.

6.17 Collaboration with Schools or Agencies

Whenever possible HCBDD will collaborate with other schools and agencies to provide transportation services in the most efficient means possible to each child and adult. This will include Hardin County Department of Jobs and Family Services, Hardin County Council on Aging and the local school districts among other social service agencies.

6.18 School Bus Idling Policy (OAC 3301-83-20)

Applicability:

This policy applies to the operation of every district-owned school bus.

Rationale

Diesel exhaust from idling school buses can accumulate in and around the bus and pose a health risk to children, drivers and the community at large. Exposure to diesel exhaust can cause lung damage and respiratory problems. Diesel exhaust also exacerbates asthma and existing allergies, and long-term exposure is thought to increase the risk of lung cancer. Idling buses also wasted fuel and financial resources.

Purpose

Eliminate all unnecessary idling by school buses such that idling time is minimized in all aspects of the school bus operation.

Guidance

1. When school bus drivers arrive at loading areas to drop off or pick up passengers, they should turn off their buses as soon as possible to eliminate idling time and reduce harmful emissions. The school bus should not be restarted until it is ready to depart and there is a clear path to exit the pick-up area. Exceptions include conditions that would compromise passenger safety, such as:
 - a. Extreme weather condition
 - b. Idling in traffic
 - c. While loading/unloading wheelchairs
 - d. For any health conditions
2. At school bus depots, limit the idling time during early morning warm-up to what is recommended by the manufacturer (generally 3-5 minutes) in all but the coldest weather.
3. Buses should not idle while waiting for students during field trips, extracurricular activities or other events where students are transported off school grounds.
4. In colder weather, HCBDD shall provide a space inside the school where bus drivers who arrive early can wait.

5. In colder weather, if the warmth of the bus is an issue, idling is to be at very minimum and occur outside the school zone. The "warmed" bus is to enter the school zone as close to pick-up time as possible to maintain warmth and then shut down.
6. All service delivery vehicles shall turn off the engines while making deliveries to school buildings.
7. Transportation Operations staff are directed to revise bus schedules so that school bus caravanning can be avoided and the cleanest buses assigned to the longest routes.
8. All drivers shall receive a copy of this bulletin at the beginning of every school year.

APPROVAL DATE

Hardin County Board DD President

Adopted: February 17, 2003
Revised: May 10, 2022

WESTCON AGREEMENT WITH HARDIN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

This agreement is entered into by and between the Hardin County Board of Developmental Disabilities ("Board") and West Central Ohio Network ("WestCON") 1200 Childrens Home Road, Sidney, OH 45365.

I. PURPOSE

The purpose of this agreement is to define a process for the delivery of services requested by the member Board to be provided by WestCON.

II. TERM AND RENEWAL TERMS

This agreement will become effective on January 1, 2025, and shall remain in effect until December 31, 2026.

III. WESTCON OBLIGATION

- A. WestCON shall provide the Product Directory and Service Election Form which includes the fees for each service for review and service selection.
- B. Once the Service Election form is completed, WestCON shall provide the Intent to Purchase to Board as defined by the WestCON Board-approved fee schedule ratified during the budget approval process.
- C. WestCON shall employ staff and/or contract with qualified subcontractors to deliver the provision of all selected services.
- D. WestCON shall perform their duties under this Agreement in a manner consistent with the policies and procedures of WestCON now existing or as adopted or amended.

IV. BOARD OBLIGATION

- A. Board shall act in accordance with the approved WestCON By-Laws now existing or as adopted or amended.
- B. Board shall elect which services they wish to purchase for the term of this agreement via the Service Election Form.
- C. Board acknowledges and assumes responsibility for proper record keeping as the custodian of public records for services provided by WestCON as determined by the laws set forth by the State of Ohio.

V. BILLING AND PAYMENT

- A. The rate at which the services will be billed is in accordance with the Intent to Purchase attached as Exhibit A to this agreement.
- B. Total contract amount not to exceed \$80,000/year.
- C. WestCON shall present an invoice to Board in accordance with the billing frequency on the Intent to Purchase. Board agrees to pay within thirty (30) days of receipt of invoice.

VI. TERMINATION/AMENDMENT/ADDENDUM

- A. Should Board and WestCON mutually agree in writing to terminate an elected service, it shall be terminated on the terms and date stipulated therein. Regardless of termination, Board will remain responsible for the full amount agreed upon in the contract's Intent

to Purchase.

- B. Should Board cease to be a member in good standing of WestCON, this Agreement shall terminate.
- C. Amendment or modification is permissible to this agreement with approval from Board and WestCON. Approved changes are to be in writing and attached/incorporated into this agreement.

VII. DISPUTE RESOLUTION

WestCON shall respond in a timely manner to any deficiencies or complaints made by Board for services described herein.

VIII. NOTICE

All notices shall be in writing and shall be effective upon receipt if personally delivered, or three days after being deposited in the United States Mail, properly stamped and addressed as follows:

If to Board: Kara Brown

Superintendent
 Hardin County Board of Developmental Disabilities
 705 North Ida St
 Kenton, OH 43326

If to WestCON: Lynn Wolters

Executive Director
 West Central Ohio Network
 PO Box 379
 Sidney, OH 45365

IX. MISCELLANEOUS

- A. This Agreement supersedes all other agreements between Board and WestCON related to the included subject matter. No other related agreement, statement, or promise either oral or in writing shall be valid or binding.
- B. Neither this agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other party.
- C. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

THE PARTIES EXECUTE THIS AGREEMENT ON THE _____ DAY OF _____.

WEST CENTRAL OHIO NETWORK HARDIN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

By: _____ By: _____

Date: _____ Date: _____



EXHIBIT A

Intent to Purchase
2025 & 2026
Hardin

WestCON Ongoing Services			
Ongoing Services	Cost in 2025	Cost in 2026	Billing Frequency
COG Membership	\$ 17,500	\$ 17,500	Yearly
Financial Services	\$ 5,625	\$ 5,625	Yearly
Provider Support	\$ 7,900	\$ 7,900	Semi Annually
Provider Compliances	\$ 945	\$ 945	Semi Annually
Individual Fund Reviews	\$ 8,540	\$ 8,540	Semi Annually
Quality Assurance Plan Review	Did Not Elect	Did Not Elect	
Investigative Agent	\$ 11,596	\$ 11,596	
Eligibility	\$ 6,950	\$ 6,950	Semi Annually
RNQA	Did Not Elect	Did Not Elect	
PLAY (In-Home)	Did Not Elect	Did Not Elect	
Community Relations-All In Package	\$ 20,000	\$ 20,000	Semi Annually

WestCON As Needed Services			
As Needed	Cost	Unit	Billing Frequency
Waiting List Assessment	\$ 400	each	Upon Utilization
PASRR	\$ 400	each	Upon Utilization
Extraordinary Care Instrument	\$ 400	each	Upon Utilization
One-on-One Marketing/Social Media Training	\$ 55	Hour	Upon Utilization
Individual Video Shoot	\$ 800	Video	Upon Utilization
Graphic Design/Marketing Collateral	\$ 55	Hour	Upon Utilization
Substitute SSA	\$ 62	Hour	Upon Utilization
Teaching PLAY (School Year)	\$ 3,000	Student/ School Year	Upon Utilization
PLAY and/or Teaching PLAY Training	\$ 720	Full Day	Upon Utilization
	\$ 480	Half Day	

WestCON Contracted Services			
Contracted Services	Cost in 2025	Cost in 2026	Billing Frequency
Strategies For Behavior Management	\$ -	\$ -	Upon Utilization
Dynamic Pathways	\$ -	\$ -	Upon Utilization
Miami County-IT, SSA Café	\$ -	\$ -	Upon Utilization
Academy Trainings	\$ -	\$ -	Semi Annually
Emerick Consulting	\$ -	\$ -	Upon Utilization

*Cost for 2025 and 2026 are estimated amounts based on 2023 utilization of services.

HIPAA BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE Agreement ("Agreement") is entered into by and between West Central Ohio Network (WestCON) ("BUSINESS ASSOCIATE") and the Hardin County Board of Developmental Disabilities (the "COVERED ENTITY").

RECITALS

- 1) The purpose of this Agreement is to comply with the HIPAA Privacy and Security regulations found at 45 C.F.R. Part 160 and Part 164. This agreement is written to comply with the revisions enacted in the HITECH statute in February 2009, the regulation changes published in August 2009 and further updates published January 25, 2013.
- 2) Terms used in this agreement, including but not limited to "covered entity", "business associate", "Protected Health Information (PHI)", "unsecured protected health information", "use", "disclose", "breach", and "security incident", shall have the same meaning as defined in most current versions of the above referenced regulations.
- 3) COVERED ENTITY is a covered entity and regulated by the HIPAA regulations.
- 4) Per the January 25, 2013 HIPAA Regulation changes, BUSINESS ASSOCIATE is also regulated by the HIPAA regulations, and further agrees to comply with the unique requirements of this agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

- 1) **Allowed Uses and Disclosures of Protected Health Information.** The BUSINESS ASSOCIATE provides services for the COVERED ENTITY. The BUSINESS ASSOCIATE may use and disclose protected health information only as follows:
 - A) BUSINESS ASSOCIATE may use and disclose protected health information only to directly perform services pursuant to any underlying agreements with covered entity. In performance of these services, BUSINESS ASSOCIATE may disclose PHI to its employees, subcontractors and agents, in accordance with the provisions of this agreement. The BUSINESS ASSOCIATE and the COVERED ENTITY agree that neither of them will request, use, or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure, or request.
 - B) BUSINESS ASSOCIATE may further use and disclose PHI, if necessary:
 - i) for the proper management and administration of the BUSINESS ASSOCIATE's business, and/or
 - ii) to carry out the legal responsibilities of the BUSINESS ASSOCIATE if the disclosure is either
 - a) required by law, or
 - b) BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

- 2) **Responsibilities of BUSINESS ASSOCIATE.** With regard to its use and disclosure of protected health information, BUSINESS ASSOCIATE agrees to do the following:
- A) Use and/or disclose the protected health information only as permitted by this Agreement or as otherwise required by law; no further use or disclosure is permitted.
 - B) Use appropriate physical, technical and administrative safeguards to protect electronic PHI, and comply with the requirements of the HIPAA Security Regulations (45 CFR Part 164 Subpart C) which are applicable to business associates.
 - C) Report to the COVERED ENTITY any security incident, and any use or disclosure not provided by this contract, including breaches of unsecured protected health information as required by 45 CFR 164.410.
 - D) Require that subcontractors who create, receive, maintain or transmit ePHI on behalf of Business Associate comply with applicable HIPAA Security regulations by entering into a Business Associate contract with these subcontractors. The Business Associate contract shall meet the specifications of 45 CFR 164.314.
 - E) Make available to the individual any requested protected health information, in accordance with procedures specified by COVERED ENTITY and in compliance with 45 CFR 164.524, "Access of individuals to protected health information".
 - F) Make available for amendment, and incorporate any amendments to protected health information in accordance with the requirements of 45 CFR 164.526, "Amendment of protected health information".
 - G) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528.
 - H) To the extent that BUSINESS ASSOCIATE is to carry out COVERED ENTITY's obligations under the HIPAA Privacy Regulations, 45 CFR 164 Part E, comply with the requirements of the Privacy Regulations in the performance of those obligations.
 - I) Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Secretary of HHS for purposes of determining the COVERED ENTITY's compliance with the HIPAA regulations; subject to attorney-client and other applicable legal privileges.
 - J) Return to the COVERED ENTITY or destroy, as requested by the COVERED ENTITY, within 30 days of the termination of this Agreement, the protected health information in BUSINESS ASSOCIATE's possession and retain no copies or electronic back-up copies. If this is not feasible, BUSINESS ASSOCIATE will limit further uses and disclosures to the extent that return/destruction is not feasible, and agrees to extend the protections in this agreement for as long as the protected health information is in its possession.
- 3) **Mutual Representation and Warranty.** Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, whose services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement and shall fully comply with all provisions of this Agreement.
- 4) **Term and Termination.**
- A) Term. This Agreement shall become effective on the January 1, 2025 and shall continue in effect until December 31, 2026, unless terminated as provided herein or by mutual agreement of the parties.
 - B) Termination. As provided for under 45 C.F.R. §164.504, the COVERED ENTITY may immediately terminate this Agreement and any related agreement if it determines that the BUSINESS ASSOCIATE has breached a material provision of this Agreement. Alternatively, the COVERED ENTITY may choose to: (i) provide the BUSINESS ASSOCIATE with 30 days

written notice of the existence of an alleged material breach; and (ii) afford the BUSINESS ASSOCIATE an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the Agreement.

- 5) **Survival.** The respective rights and obligations of BUSINESS ASSOCIATE and COVERED ENTITY under the provisions of paragraph 2J above, detailing BUSINESS ASSOCIATE's return and/or ongoing protections of protected health information, shall survive the termination of this Agreement.
- 6) **Amendment.** This Agreement supersedes any previously negotiated HIPAA Business Associate agreements. Further, it may be modified or amended only in writing as agreed to by each party.
- 7) **Notices.** Any notices to be given hereunder shall be made via U.S. mail or express courier, or hand delivery to the other party's address given below as follows:

Lynn Wolters
Executive Director
West Central Ohio Network
P.O. Box 379
1200 Childrens Home Rd
Sidney, Ohio 45365

Hardin County Board of Developmental Disabilities
Kara Brown, Superintendent
705 North Ida St
Kenton, OH 43326

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals as of the date affixed below.

BUSINESS ASSOCIATE

By: Lynn Wolters
Name: Lynn Wolters
Title: Executive Director
Date: 11 / 20 / 2024

COVERED ENTITY

By: _____
Name: Kara Brown
Title: Superintendent
Date: _____



We have prepared a Proposal for you

Cloud Services (Phase 1 Server Migration)

Proposal # OH014211
Version 1

PREPARED FOR:

Hardin County, OH Board of Developmental Disabilities

Amy Newland
anewland@hardindd.org

PREPARED BY:

Aunalytics - Bellefontaine

Aaron Clark
Aaron.Clark@aunalytics.com

Pre-Sales Engineer: David Warren



Statement of Work

Project Intent

- Implement Cloud Services (Phase 1 Migration) for the environment.
- Important Note: Client to facilitate an internet upgrade prior to project start.
- Servers include- HCBDD-DC1 and HCBDD-APP.
- Replicate client virtual servers to Azure Services environment utilizing appropriate tools.
- Note: Servers to function as is, not upgraded to newer OS during Phase-1 migration.
- Note: Client/third-party vendor involvement may be required during the course of this project.

Scope

Project Preparation:

- Review the project internally.
- Review the project design with the client.
- Review the project and PCR (Project Change Request) process with the client.
- Review existing server resources and licensing.
- Review/discuss current server backup and retention settings.
- Determine any associated project risk.
- Develop project test plan, where applicable.
- Develop a detailed project timeline.

Connectivity Preparation:

- Important Note: Client to facilitate an internet upgrade prior to project start.
- Verify new internet speed.

Cloud Network Preparation:

- Provision the Cloud Services router within the associated Aunalytics Data Center.
- Configure routing and DMVPN (where applicable).

Cloud Migration Preparation:

- Install applicable migration tools within the client environment to aid in Cloud Services migration.
- Based on engineering research, modify server IP scheme required for server migration. No re-IP work appears to be required.

Cloud Server Preparation:

- Configure Cloud Resources for the following VMs-
 - HCBDD-DC1 and HCBDD-APP.
- Note: Monitoring, Management, Antivirus, Cloud Backup, (DRaaS and/or FLA if applicable) services are covered under Managed Service Deployment task set.

Managed Service Deployment:

- Configure Monitoring and Management and Antivirus services for the associated server(s).
- Configure OKTA MFA accounts for Managed Services engineers.
- Configure Cloud Backup with appropriate retention policy for the associated server(s).
- Configure Immutable S3 Cloud Backup with 7-day Immutability for the associated server(s).
- Configure DRaaS services for the associated server(s), if approved.

Cloud Services Pilot Migration:

- Migrate the associated virtual servers to Aunalytics Cloud Services utilizing appropriate tools.
- Re-IP the associated servers, if required, based on Cloud Services migration.
- Work with the client and/or application vendor to validate the associated environment.
- Important Note: Client/third-party vendor involvement likely required during this part of the project.

Cloud Services Full Migration (AFTER HOURS):

- Migrate the associated virtual servers to Aunalytics Cloud Services utilizing appropriate tools.
- Re-IP the associated servers, if required, based on Cloud Services migration.
- Work with the client and/or application vendor to validate the associated environment.
- Important Note: Client/third-party vendor involvement likely required during this part of the project.

Project Follow-up and Documentation:

- Help to resolve open project related issues.
- Relicense the migrated VMs covering Windows OS, SQL, and/or RDS (if applicable).
- Decommission the old server(s) once migration has been completed.
- Adjust Cloud and/or Managed Services based on the proposal.
- Decommission old services once new services are live including Cloud Backup and Immutable Backup.
- Document the project.
- Review the project with the client.

Technical / Project Approach

Experienced Aunalytics staff will be utilized for this initiative including; Project Manager and Supporting Engineers. Oversight for technical quality and functionality of all configured service features will be provided by Operations Management. All assigned staff have requisite experience to support the project Scope.

All equipment configuration changes and replacements will require a maintenance window. These will be scheduled with the Client at their convenience.

Aunalytics utilizes Autotask software for project management. The Client will be provided an account and portal for this software. If the scope warrants a Project Manager, the project phases and tasks will be built using this software. The Client will have the capability to view the project and its status. Regular project management meetings will be held to track the progress of the project. The frequency of these meetings can be adjusted per the Client's request.

Timeline for Execution

The timeline for this installation will be coordinated between the Aunalytics Delivery Team and the Client.

Client Responsibilities & Assumptions

- Communicate changes with Client staff.
- Coordination of maintenance windows with Aunalytics staff.
- Client to provide access to the facility as well as systems being worked on during scheduled project hours.
- Backups will be current before any technical tasks can be started.
- Client to expect approximately 3-4 hours of server downtime during this project.
- Client to verify any Line of Business application functionality prior to as well as after project implementation, which is ultimately part of the larger Project Test Plan.
- Be aware that from a Windows PC perspective, Windows 10/11 Professional (properly updated and current) are the only supported Windows operating systems. Any systems running older/unsupported versions of Windows should be replaced or upgraded prior to this project. Any of these systems remaining on the network may cause additional billable time while retaining limited network functionality.
- Administrative usernames and passwords for existing systems will be available.
- Client is ultimately responsible for disposing of old hardware and any associated data therein. Upon request, Aunalytics can be commissioned to perform this task on a time and materials basis beyond this particular project scope.
- Aunalytics by default will enable remote access capabilities to a client environment from the Aunalytics environment. This remote access is enabled for the sole purpose of providing remote support capabilities.

Change Management Procedures

In the event it is necessary to change this SOW, the following terms will apply.

A change request document ("Change Request") will be executed by the parties, describing the nature of the (material) change, the reason for such change, and the effect such change will have on the scope of work, which may include changes to the deliverables, project personnel, or Services.

Either party for any material changes to the SOW may initiate a Change Request. The requesting party will review the proposed change with the other party, and the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.

Upon execution of the Change Request, said Change Request will be incorporated into and made part of the SOW.

Whenever there is a conflict between the terms and conditions set forth in a Change Request and those set forth in the SOW or previous Change Request, the terms and conditions of the most recent Change Request shall prevail.

Payment Terms

50% of Professional Services will be billed upon execution of this agreement with Net 30 payment terms. The remaining 50% will be billed upon project completion.

Cloud & Managed Services

Description	Recurring	Qty	Ext. Recurring
AU Cloud: vCPU (Cores)	\$24.00	4	\$96.00
GB RAM	\$11.00	32	\$352.00
Performance Storage (per TB)	\$180.00	1	\$180.00
SSL Certificates	\$15.00	1	\$15.00
Cloud Backup: Veeam Backup & Replication Enterprise Plus License	\$14.00	2	\$28.00
Cloud Backup: Immutable Backup SAN Storage (per TB)	\$115.00	3	\$345.00
SPLA: Windows Server (per vCPU)	\$7.00	4	\$28.00
SPLA: SQL Server Standard Core lic (per Core)	\$89.10	4	\$356.40
Managed Service: Server (Windows Virtual)	\$100.00	2	\$200.00
Monthly Subtotal:			\$1,600.40

Disaster Recovery (Recommended)

* Optional

Description	Recurring	Qty	Ext. Recurring
DRaaS (VMware Availability) - Standard Server License	\$24.00	2	\$48.00
DRaaS: vCPU	\$0.00	4	\$0.00
DRaaS: GB RAM	\$0.00	32	\$0.00
DRaaS Storage (per TB)	\$100.00	1	\$100.00
DRaaS vCPU and vRAM resources are not included in quote total. However they will be billed at the following rates if/when DRaaS is activated as production servers: \$10/vCPU/mo and \$6/GB RAM/mo.			
* Optional Monthly Subtotal:			\$148.00

Aunalytics Professional Services

Description	Price	Qty	Ext. Price
Professional Services (Fixed Fee)	\$7,658.00	1	\$7,658.00
Cloud Migration Discount	(\$3,829.00)	1	(\$3,829.00)
Subtotal:			\$3,829.00

This proposal negates the following:

Description	Recurring	Qty	Ext. Recurring
Managed Service: Server (Virtualization Host, ESX or Hyper-V)	\$250.00	-1	(\$250.00)
Managed Service: Server (Windows Virtual)	\$100.00	-4	(\$400.00)
Managed Service: Storage (NAS)	\$150.00	-1	(\$150.00)
Veeam Backup and Replication Plus License Rental (per VM)	\$15.82	-2	(\$31.64)
NG: Monthly DataForce 24x7 Cloud Storage - 1TB	\$204.80	-1	(\$204.80)
Cloud Backup: Immutable Backup SAN Storage (per TB)	\$115.00	-2	(\$230.00)
Monthly Subtotal:			(\$1,266.44)

Service: Cloud Services

The AU Cloud Hosting solution provides a highly redundant and scalable platform for hosting servers, data, and applications at customized performance levels required for compute, memory, and storage to fit client partner's needs. AU Cloud Hosting includes Cloud Backup services for the client's virtual machines residing within the Aunalytics Cloud, as well as Microsoft Services Provider License Agreement (SPLA).

This service provides the following:

- Cloud Portal Access
- Monitoring of virtual machine performance
- First hop networking
- Initial backup job creation upon service implementation
- Self-service portal for backup management
- Default 14-day backup retention which may be changed/managed by the client
- Software License for the backup tool
- Storage within the Aunalytics Cloud
- Access to the software license via SPLA
- Maintaining SPLA service access and availability
- Support for SPLA license provisioning, moves, adds, changes for license-based services
- SLA = 99.95% Uptime
 - Does not include declared maintenance windows
 - Maintenance windows are scheduled 1-2 weeks out
 - Emergency maintenance windows can be declared at any time
 - Measured each month
 - Credit must be requested
 - Credit structure for service missing SLA:
 - 99% to < 99.95% = 10% credit
 - 95% to < 99% = 25% credit
 - < 95% = 50% credit

Specifically Excluded from this service: *(available to purchase separately)*

- Management of guest operating systems
- Troubleshooting of applications operating within the guest operating system
- Labor services outside of direct support of provided service up time and provisioning
- Disaster Recovery Services
- WAN/Internet services
- Firewall Services
- Port mirroring
- Troubleshooting of Guest OS related backup jobs
- (SPLA) Labor service or support of application services themselves for usage-based services.
- (SPLA) Support for install, troubleshooting, or connectivity to, or configuration of any services is not included.

Client Responsibility:

- Initial triage/troubleshooting of backup/restore jobs
- Daily monitoring of backup status
- Addition or removal of devices to backup jobs
- Client agrees to abide by the [Microsoft Customer Agreement](#) which is included as a whole and binding component of this service agreement

Special Notice:

- Advanced Security and data analytics are optional add-ons at quoted fees.
- Daily backup job status is monitored and supported by the client.
- Where a problem is identified as related to the underlying infrastructure, AU will provide escalated support.
- Storage will be increased and added to contract as consumption increases and appropriate charges will be applied to the next client billing. Management of backup jobs is provided for Managed Servers, under Managed Services product, where purchased by client.
- AU is obligated to notify Microsoft when an undisputed invoice exceeds terms by 15 days
- Microsoft requires termination of license access in the event of non-payment by client.

Terms of Service:

- Following completion of initial term, this service agreement auto renews for 12-month periods on the anniversary of the service live date.
- At each renewal period, service will be reviewed against current pricing schedule and updated automatically to reflect current service fees.
- Where client business activities no longer require these services, 60 days' notice is required.
- SPLA Licensing services will auto-renew monthly at consumed quantities.

Billing Terms:

- This service is billed 30 days ahead of service delivery.
- Any changes to service affecting billing will be reflected as prorated values on the next monthly invoice.
- Any cloud based resources that are turned up with the intent to be temporary to support a project will become billable at the time of turn-up. Billing for these temporary resources will continue until a request is made by the Client to turn-down the resources.
- Service license consumption is audited monthly by AU; any changes revealed in monthly audit will be reflected as prorated values on the next monthly invoice.

Service: Immutable Cloud Backup

Immutable Cloud Backup Service is a solution that prevents data deletion or modification from backup storage repositories in the Aunalytics Cloud. A secondary repository that allows for Object Locking is created with the Aunalytics Cloud tenant portal to the specifications of the customer. The customer creates backup jobs for this repository, and schedules them as they see fit. As the need for storage increases (or decreases), the environment will grow with it. If the customer is also a Managed Service customer for their servers, the Managed Services team will manage these backups for the customer.

This service provides the following:

- Initial job creation upon service implementation
- Self-service portal for management
- Default 14-day retention which can be changed/managed by the client
- Software License for the backup tool
- Storage within the Aunalytics Cloud
- Secondary repository that allows for Object Locking.

Specifically excluded from this service:

- Troubleshooting of Guest OS related backup jobs

Client Responsibility:

- Initial triage/troubleshooting of backup/restore jobs
- Daily monitoring of backup status
- Addition or removal of devices to backup jobs

Special Notes:

- Daily backup job status is monitored and supported by the client.
- Where problem is identified as related to the underlying infrastructure, AU will provide escalated support.
- Storage will be increased and added to contract as consumption increases and appropriate charges will be applied to next client billing.
- Management of backup jobs is provided for Managed Servers, under Managed Services product where purchased by client.

Term of Service:

- Following completion of initial term, this service agreement auto renews for 12-month periods on the anniversary of the service live date.
- At each renewal period service will be reviewed against current pricing schedule and updated automatically to reflect current service fees.

Billing Terms:

- This service is billed 30 days ahead of service delivery.
- Any changes to service affecting billing will be reflected as prorated values on the next monthly invoice.

Service: Disaster Recovery

This service is designed to protect the client from an outage at their primary site. Aunalytics (AU) delivers this service via the most stable and reliable methods utilizing their data centers in Indiana, Illinois, and Michigan.

This service provides the following:

- Replication bandwidth for Cloud Clients
- Self-Service management portal for access to DR servers
- Compute/RAM/Storage/Licensing
- Disaster Recovery Application OS Upgrades to Client DR infrastructure environment
- Initial Setup & Training
- Failover testing once a year
- SLA = 99.95% Uptime
 - Does not include declared maintenance windows
 - Maintenance windows are scheduled 1-2 weeks out
 - Emergency maintenance windows can be declared at any time
 - Measured each month
 - Credit must be requested
 - Credit structure for service missing SLA:
 - 99% to < 99.95% = 10% credit
 - 95% to < 99% = 25% credit
 - < 95% = 50% credit

Specifically excluded from this service:

- Replication bandwidth for non-Cloud Clients
- Labor services outside of direct support of provided service up time and provisioning fail over testing

Client Responsibility:

- Client must coordinate with support team for routine maintenance scheduling.
- Execution of failover scenario planning
- Addition of newly provisioned servers to replication job
- Additional tests outside of the scheduled annual test

Special Notice:

There are two primary DRaaS offerings. Their descriptions are explained below.

Zerto:

SERVER LEVEL PROTECTION

- This service is intended to protect the customer's servers from catastrophic failure. Some examples include:
 - Failure of infrastructure at primary location
 - Power, cooling, computer hardware
 - Ransomware outbreak in primary location
 - Individual server problems where restoration from backup is impossible or not advantageous
- Maintains an approximate 5-10 second RPO (Recovery Point Objective) synchronization time. Standard retention is set to 72 hours. This is adjustable by the customer at their discretion.
- Compute/RAM/Storage/Licensing items are listed as separate line items on client invoice and are charged per

allocation each month.

- Storage costs will increase based upon the customer retention options of the RPO.

SITE LEVEL PROTECTION

- This service is an addition to Server Level Protection. It is designed to protect against network failures, in addition to server level failures. Some examples include:
 - Failure of circuits to/from the customer's primary location
 - Complete failure of data center (AU Data Center)
- Requires the following additional services:
 - Backup Internet Connection
 - Firewall
 - WAN Router
- All of these are typically provided and managed by Aunalytics. However, the customer can bring their own if they like. Those would no longer be managed by AU staff, however.

VMware Availability:

SERVER LEVEL PROTECTION

- Customizable RPO (Recovery Point Objective) from 5 minutes to 24 hours. Retention of the snapshots are also customizable from 1 to 365 days.
- Compute/RAM/Storage/Licensing items are listed as separate line items on client invoice and are charged per allocation each month.
- Storage costs will increase based upon the customer retention options of the RPO.

SITE LEVEL PROTECTION

- This service is an addition to Server Level Protection. It is designed to protect against network failures, in addition to server level failures. Some examples include:
 - Failure of circuits to/from the customer's primary location
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 - Backup Internet Connection
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Term of Service:

- Following completion of initial term, this service agreement auto renews for 12-month periods on the anniversary of the service live date.
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Billing Terms:

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- Any changes to service affecting billing will be reflected as prorated values on the next monthly invoice.

Cloud Services (Phase 1 Server Migration)



Prepared by:
Aunalytics - Bellefontaine

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Prepared for:
**Hardin County, OH Board of
 Developmental Disabilities**

705 N. Ida Street
 Kenton, OH 43326
 Amy Newland
 (419) 679-8421
 anewland@hardindd.org

Proposal Details:
Proposal #: OH014211

Version: 1
 Delivery Date: 12/06/2024
 Expiration Date: 12/31/2024

Quote Summary	Amount
Aunalytics Professional Services	\$3,829.00
Total:	\$3,829.00

Monthly Expenses Summary	Amount
Cloud & Managed Services	\$1,600.40
Monthly Total:	\$1,600.40

*Optional Expenses	Recurring
Disaster Recovery (Recommended)	\$148.00
Optional Subtotal:	\$148.00

Term: Co-terms with Secure Managed Services contract on file expiring 2/28/2026

At least sixty days prior to the end of your contract term, Aunalytics will provide a proposal to renew your contract. On or before the contract renewal date, Client may opt to renew their contract for another term, cancel their services on their contract end date, or elect to consume services on a month-to-month basis. In the event the Client opts to consume services on a month-to-month basis, services in this Statement of Work will be invoiced with an additional 25% premium. In the case where any subcomponent of the services is procured through a 3rd party that requires an annual contract, the month-to-month option will not be made available without pre-paying for the annual portion of the service fees.

Recurring Service quantities and Managed Service devices are an estimation, and are subject to change throughout the onboarding project process. Additional Managed Service devices discovered during onboarding will be included and added to the contract at the standard rate of service for that device.

The Statement of Work ("SOW") will become effective upon CLIENT acceptance as indicated by signature and date of acceptance ("Effective Date") on the last page of this Proposal, by and between AUNALYTICS, Inc. ("AU"), a Delaware corporation, with a corporate business address at 460 Stull Street, Suite 100, South Bend, Indiana 46601 and the CLIENT identified on the cover page and signature block of this SOW and is made pursuant to the terms and conditions of the Master Service Agreement ("MSA") which is located for review at the following URL: <https://www.aunalytics.com/msa/>

Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to such terms in the Agreement. If the terms and/or conditions of this SOW conflict with the terms and/or conditions of the Agreement and/or with any other SOW, the terms and/or conditions of this SOW will control (unless otherwise expressly provided herein or in the Agreement) solely with respect to the Services and/or Hardware provided under this SOW. In the event of a conflict between the terms and conditions



set forth herein and the terms and conditions set forth in an Exhibit attached hereto, the terms and conditions of such Exhibit shall control.

Where recurring services are initiated through acceptance of this proposal, the term for those services will begin day 1 of the month and year in which the service is live and made available for client use and extend through to the term of service herein in accordance with the timeline set forth therein.

Products are not returnable and can not be credited 30 days after product delivery.

Aunalytics - Bellefontaine

Hardin County, OH Board of Developmental Disabilities

Signature: AARON CLARK
Name: Aaron Clark
Title: Client Success Manager
Date: 12/06/2024

Signature: _____
Name: Amy Newland
Date: _____