

**DETAILED AGENDA**  
**February 18, 2025**

I. Call to Order

II. Roll Call

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

III. Approval and Signing of Minutes

The "Record of Proceedings" for the regular meeting held on January 21, 2025 were found to be correct. (Appendix 25-2-01)

\_\_\_\_\_ 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. Antwillla Davis _____	Mrs. Katie Fitzgerald _____
Mrs. Priscilla Rushing _____	

IV. Approval and Signing of the November, 2024, December, 2024 and January, 2025 Expenditure and Payroll Reports. (Appendix 25-2-02)

\_\_\_\_\_ made and \_\_\_\_\_ seconded a motion to approve the expenditure and payroll reports for November and December, 2024 and January, 2025. 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 _____	

V. General Information

A. Upcoming Events, Retirements, New Hires

- a. DD Awareness Month Breakfast 8:30 on March 28 in the school gym.

- b. Special Olympics
  - i. Basketball tournament results - the Pioneers beat the Morrow County Board 41-27 at home in the first round, but lost to Henry County in the next round 30-39 at Van Buren.
  - ii. Swimming - Regionals were held in Oak Harbor last month. We had several swimmers place in various events. 6 people will be going to the state meet on March 7-8 in Columbus.
  - iii. Bowling practice starts on February 18th.
- c. Business Manager Jennifer Frail passed away on January 26.
- d. Birdie Cox passed away on January 25. She had received services since she moved here from Cincinnati in 1974. She worked for over 20 years at K-Mart. Birdie, whose full legal name was Birdie Mary Clementine Cox, was a friend to everyone and will be missed by us all.
- e. Two classes of freshman engineering students from Ohio Northern University toured Simon Kenton School on January 28 and 30th.

- B. SSA Director's Report (Appendix 25-2-03)
- C. Monthly MUI Summary (Appendix 25-2-04)
- D. Monthly EI Summary (Appendix 25-2-05)
- E. Superintendent's Report (Appendix 25-2-06)

VI. Old Business

A. Update on Business Manager Search

We interviewed one candidate on Thursday, February 13, and three more are scheduled for this Thursday (2/20/25)

B. Board Training Plan (Appendix 25-2-07)

Attached is a draft training plan for 2025. It continues to bring forth information about different parts of the program. Training will occur during board meetings.

\_\_\_\_\_ moved and \_\_\_\_\_ seconded a motion to approve the 2025 Hardin DD Board Training Plan 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 _____	

VII. New Business

A. Special Olympics Presentation (Board Training 30 Minutes)-Lenora Pritchard

Lenora became our Special Olympics Coordinator this year. Special Olympics Ohio has also instituted many changes over the last year and a half. The coordinator position is much different than what we thought it was when we explained it to Lenora. Kara asked Lenora to explain to the Board her responsibilities as they exist today because they are much greater than we thought they were. The intent is to discuss the stipend amount because the responsibilities are greater.

B. Explanation of Business Manager, Director of Operations, and Bill Pay positions and functions (Board Training 30 Minutes)

Kara and Amy will explain these three positions including their roles and responsibilities.

C. Agreement with MRESC to run our SKS School Age Program (Appendix 25-2-08)

Back in September and August, we discussed moving the implementation of the school age program to the MRESC. We moved in this direction because we hired a teacher four days before school started and we did not think we were going to have a supervisor. We wanted a way to create consistency for our students and the MRESC has more success hiring teachers, aids and supervisors. HCBDD will still be responsible for paying for the education of our students, but the MRESC will be responsible for implementation of educational instruction, hiring and meeting the requirements for the program. Attached is the agreement that moves full responsibility of implementing the school age program to MRESC. The program will be provided in our building and HCBDD will pay for the program and maintain accountability for the program. (Agreement will be forwarded on Monday)

\_\_\_\_\_ moved and \_\_\_\_\_ seconded a motion to authorize the superintendent to enter into an agreement with the MRESC for the provision of school age services at Simon Kenton School 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 _____	

D. Approval of Special Education Policies (Appendix 25-2-09)

New this year we are required to adopt Special Education Policies and Procedures. We used the state model policies and procedures and adapted them to outline how we work

with the school districts.

\_\_\_\_\_ moved and \_\_\_\_\_ seconded a motion to approve the Special Education Policies and Procedures 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. Approval of Personnel Policies (Appendices 25-2-10 and 25-2-11)

These are two of the same policies you approved last month. I did not realize until after the board meeting that when we saved the edited versions from Microsoft Word into Google some of the editing was changed leaving the document with duplicated sentences and contradictory sentences that should have been struck through. It was only an issue in the two policies in which we made edits. In order to ensure the correct versions are approved, I am asking that you approve P-5 and P-6 as attached.

\_\_\_\_\_ moved and \_\_\_\_\_ seconded a motion to approve Personnel Policies P-5 and P-6 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 _____	

F. Approval of 25-26 Simon Kenton School Calendar

The calendar is attached. There is nothing out of the ordinary about the calendar and it meets the requirements of hours for preschool and school age programs.

\_\_\_\_\_ moved and \_\_\_\_\_ seconded a motion to approve the 25-26 Simon Kenton School Calendar 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 _____	

VIII. Comments from Guests

IX. 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. Antwillla Davis	_____	Mrs. Katie Fitzgerald	_____
Mrs. Priscilla Rushing	_____		

**Record of Proceedings**  
**January 21 , 2025**

Guests: Mrs. Kelly Dearing, Ms. LeNora Prichard and Mr. Andy Diller

I. Call to Order: 6:01 PM

II. Roll Call

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

III. Organizational Meeting

A. 2025 Election of Officers

President     Mrs. Katie Fitzgerald  
 Vice President Mr. Mike Hood  
 Secretary     Mrs. Priscilla Rushing

Mr. Mike Hood made and Mrs. Jennifer Musson 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	Yes
Mr. Mike Hood	Yes	Mrs. Diane Smith	Yes
Antwillia Davis	Yes	Mrs. Katie Fitzgerald	Yes
Mrs. Jennifer Musson	Yes		

B. 2025 Regularly Scheduled Board Meetings

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

Mrs. Priscilla Rushing made and Mrs. Diane Smith seconded a motion to approve the Third (3rd) Tuesday of the month at 6:00 PM (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 April, July, October and December. Upon roll call, the vote was recorded as follows:

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

C. Committee Appointments

Mrs. Diane Smith made and Mr. Mike Hood seconded a motion to approve the Committees as contained herein. Ethics Committee: Mrs. Jennifer Musson, Mrs. Antwillia Davis and Mrs. Diane Smith. Executive Committee: Mrs. Katie Fitzgerald, Mr. Mike Hood and Mrs. Priscilla Rushing. Upon roll call, the vote was recorded as follows:

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

Mrs. Katie Fitzgerald and Mrs. Antwillia Davis want to begin preparing for succession planning. Mrs. Katie Fitzgerald will contact OACB and Superintendent Kara Brown will connect Logan County Board's President with Hardin County's Board President.

IV. Approval and Signing of Minutes

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

Mrs. Antwillia Davis made and Mrs. Jennifer Musson seconded a motion approving same. Upon roll call, the vote was recorded as follows:

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

V. No action was taken on the approval and signing of the November and December, 2024 Expenditure and Payroll Reports.

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. Board Members encouraged staff to continue finding future grants in order to do more great things.

VIII. New Business

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

Mrs. Diane Smith moved and Mrs. Jennifer Musson seconded a motion to approve the appended policies as attached. Upon roll call, the vote was recorded as follows:

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

B. Medicaid Match Statement

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

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

C. Board Training Plan

Topics of interest are Waivers, MUI training, SSA's, Providers and Preschool. Some other ideas 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)

Mrs. Diane Smith made and Mrs. Priscilla Rushing seconded a motion to authorize the superintendent to enter into the contract with WestCON COG as appended. Upon roll call, the vote was recorded as follows:

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

E. New Children SSA Position

Mr. Mike Hood made and Mrs. Jennifer Musson seconded a motion to authorize an additional Service and Support Administrator position. Upon roll call, the vote was recorded as follows:

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

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

Mrs. Priscilla Rushing made and Mrs. Diane Smith seconded a motion to authorize the superintendent to enter into the agreement with Aunalytics as attached for cloud based IT services. Upon roll call, the vote was recorded as follows:

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

IX. Comments from Guests

X. Adjournment

Mrs. Priscilla Rushing made and Mrs. Jennifer Musson seconded a motion to adjourn. Upon roll call, the vote was recorded as follows:

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

Appendix 25-2-02

Expenditures Hardin County Board of DD JANUARY	2025 Budget	M-T-D	Y-T-D	% Spent
Salaries	\$ 1,961,170.00	\$ 208,239	\$ 208,239	10.62%
Supplies	\$ 41,556.35	\$ 24,671	\$ 24,671	59.37%
Equipment	\$ 42,250.00	\$ 20,192	\$ 20,192	47.79%
After School/Summer Grant	\$ -	\$ -	\$ -	0.00%
Contract Services	\$ 1,296,740.70	\$ 101,927	\$ 101,927	7.86%
Travel	\$ 47,916.08	\$ 1,048	\$ 1,048	2.19%
PERS/STRS/Medicare	\$ 303,001.00	\$ 24,192	\$ 24,192	7.98%
Other	\$ 71,653.00	\$ 1,292	\$ 1,292	1.80%
Insurances	\$ 532,896.00	\$ -	\$ -	0.00%
Auditor/Treasurer Fees	\$ 50,000	\$ -	\$ -	0.00%
Cap. Imp.	\$ -	\$ -	\$ -	0.00%
<b>Totals</b>	<b>\$ 4,347,183</b>	<b>\$ 381,561</b>	<b>\$ 381,561</b>	<b>8.78%</b>

Notes:

Amazon \$10,000, VISA \$2,557 expenses, Sweetwater Music \$10,029  
 Laptops \$8,173, Adaptivision \$6,347, Rehabmart \$3,709 Modomed Curtain \$1,959  
 ESC \$36,002, Dales RV \$50,000, Cell Phones \$2,572, Special Olympics \$2,500, Electric \$2,050, Gas \$:  
 Mostly El travel  
 CDW Government Inc total amount

Revenue Hardin County Board of DD JANUARY	2025 Budget	M-T-D	Y-T-D	% Received
Spec. Education Units	\$ 200,000.00	\$ 34,705	\$ 34,705	17%
Preschool Grant	\$ 8,000.00	\$ -	\$ -	0%
After School/Summer Grant	\$ -	\$ -	\$ 359,556	0%
Targeted Case Mgmt.	\$ 140,000.00	\$ -	\$ -	0%
Title XX	\$ 15,000.00	\$ -	\$ -	0%
Refunds, Reimbursements	\$ 100,000.00	\$ 578,389	\$ 218,833	219%
Tuition-Typical	\$ 12,000.00	\$ 1,835	\$ 1,835	15%
Other	\$ 5,000.00	\$ -	\$ -	0%
Real Estate Taxes/State Rollbacks	\$ 2,680,277.00	\$ -	\$ -	0%
Trailer Taxes	\$ 4,000.00	\$ -	\$ -	0%
MAC	\$ 100,000.00	\$ -	\$ -	0%
Pilft	\$ 331,000.00	\$ -	\$ -	0%
Capital	\$ -	\$ -	\$ -	0%
<b>Totals</b>	<b>\$ 3,595,277</b>	<b>\$ 614,929</b>	<b>\$ 614,929</b>	<b>17.10%</b>

Notes:

3 payments of Special Education units  
 Afterschool Summer Grant \$359,556  
 2021 Cost Report Settlement \$114,778, ARPA Grant \$101,255

Expenditures	2024 Budget	M-T-D	Y-T-D	% Spent
<b>Hardin County Board of DD</b>				
<b>DECEMBER</b>				
Salaries	\$ 2,136,649.38	\$ 138,537	\$ 1,978,113	92.58%
Supplies	\$ 79,250.00	\$ 6,655	\$ 77,446	97.72%
Equipment	\$ 183,000.00	\$ 2,224	\$ 182,744	99.86%
After School/Summer Grant	\$ -	\$ -	\$ 359,873	
Contract Services	\$ 1,527,591.80	\$ 61,674	\$ 1,181,816	77.36%
Travel	\$ 94,800.00	\$ 4,138	\$ 32,470	34.25%
PERS/STRS/Medicare	\$ 330,112.33	\$ 30,590	\$ 324,334	98.25%
Other	\$ 58,640.00	\$ 342	\$ 19,589	33.40%
Insurances	\$ 502,267.32	\$ 37,177	\$ 453,486	90.29%
Auditor/Treasurer Fees	\$ 50,000	\$ -	\$ 43,612	87.22%
Cap. Imp.	\$ 0.00	\$ -	\$ -	
<b>Totals</b>	<b>\$ 4,962,311</b>	<b>\$ 281,336</b>	<b>\$ 4,653,484</b>	<b>93.78%</b>

Revenue	2024 Budget	M-T-D	Y-T-D	% Received
<b>Hardin County Board of DD</b>				
<b>DECEMBER</b>				
Spec. Education Units	\$ 200,000.00	\$ 12,538	\$ 299,826	150%
Preschool Grant	\$ 12,551.00	\$ -	\$ 12,551	100%
After School/Summer Grant	\$ 500,000.00	\$ 49,111	\$ 313,545	63%
Targeted Case Mgmt.	\$ 115,000.00	\$ 20,892	\$ 139,642	121%
Title XX	\$ 20,000.00	\$ 6,543	\$ 21,135	106%
Refunds, Reimbursements	\$ 100,000.00	\$ 71,625	\$ 1,128,078	1128%
Tuition-Typical	\$ 9,000.00	\$ 2,168	\$ 17,217	191%
Other	\$ 31,000.00	\$ -	\$ -	0%
Real Estate Taxes/State Rollbacks	\$ 2,610,378.00	\$ -	\$ 2,656,637	102%
Trailer Taxes	\$ 5,000.00	\$ -	\$ 3,449	69%
MAC	\$ 45,000.00	\$ 21,635	\$ 88,815	197%
Pilot	\$ 60,000.00	\$ -	\$ 253,670	423%
Capital	\$ 34,000.00	\$ -	\$ -	0%
<b>Totals</b>	<b>\$ 4,136,726</b>	<b>\$ 184,512</b>	<b>\$ 4,934,564</b>	<b>119.29%</b>

**In Process to be Reimbursed in January**

\$460,811.26

=Carry Over  
 =Transfers In  
 Requested Dates -->--24/11/01--24/11/30  
 050S17 11/08/24  
 050S17 11/22/24  
 0517 HCBDD SALARIES-EMPLOYEES  
 297,073.83 UN EXP  
 050S18 11/07/24 36856 40577  
 050S18 11/07/24 36869 40577  
 050S18 11/14/24 37019 40577  
 050S18 11/14/24 37022 40577  
 050S18 11/14/24 37023 40577  
 050S18 11/14/24 37025 40577  
 050S18 11/14/24 37026 40577  
 050S18 11/14/24 37027 40577  
 050S18 11/14/24 37068 40577  
 050S18 11/21/24 37151 40577  
 050S18 11/21/24 37155 40577  
 050S18 11/21/24 37172 40577  
 050S18 11/26/24 37354 40577  
 050S18 11/26/24 37357 40577  
 050S18 11/26/24 37400 40577

050S18 11/07/24 36856 40577  
 050S18 11/07/24 36869 40577  
 050S18 11/14/24 37019 40577  
 050S18 11/14/24 37022 40577  
 050S18 11/14/24 37023 40577  
 050S18 11/14/24 37025 40577  
 050S18 11/14/24 37026 40577  
 050S18 11/14/24 37027 40577  
 050S18 11/14/24 37068 40577  
 050S18 11/21/24 37151 40577  
 050S18 11/21/24 37155 40577  
 050S18 11/21/24 37172 40577  
 050S18 11/26/24 37354 40577  
 050S18 11/26/24 37357 40577  
 050S18 11/26/24 37400 40577

2533 SAMS CLUB  
 291 AMAZON CAPITAL SERVIC  
 114 ACE HARDWARE  
 1863 AUTOZONE  
 3117 PRAIRIE FARMS  
 111 QUILL LLC  
 1482 FOX SUPPLY INC  
 1667 AUNALYTICS INC  
 291 AMAZON CAPITAL SERVIC  
 1856 GREAT AMERICA FINANCI  
 111 QUILL LLC  
 1863 AUTOZONE  
 1482 FOX SUPPLY INC  
 291 AMAZON CAPITAL SERVIC  
 2533 SAMS CLUB  
 291 AMAZON CAPITAL SERVIC  
 114 ACE HARDWARE  
 CUST #304 WALL PLATE  
 CUST #790765 WASHER FLUI  
 ACCT #108011 PRESCHOOL M  
 !INV #41144859 SCISSORS/  
 CUST #SIMON100 KUTOL FOA  
 ACCT #C-002329 UPS REPLA  
 ACCT #A2J1HZGAEVFSI SUP  
 INV #37810629 COPIER LEA  
 ACCT #264269 OFFIC SPPLS  
 CUST #000790765 PARTS  
 INV #00785557217 BUCKET/  
 INV #146634 JANITOR SUPP  
 INV #17RH4VTN44F SPPLS/C

2,308.28 C/O 79,250.00 OAP  
 4,899.32 C/O 183,000.00 OAP  
 2,136,650.00 OAP  
 2,308.28 C/O 79,250.00 OAP  
 4,899.32 C/O 183,000.00 OAP  
 2,136,650.00 OAP

30,767.48 UN EXP  
 7,123.18 UN EXP  
 398.25  
 85.76  
 717.24  
 50.00  
 10.00  
 813.00  
 400.00  
 400.00  
 225.34  
 10.00  
 36,009.74  
 3,896.44

50S20 EQUIPMENT  
 11/07/24 36780 40349  
 11/07/24 36780 40349  
 11/07/24 36781 40349  
 11/07/24 36782 40349  
 11/07/24 36783 40349  
 11/07/24 36784 40349  
 11/07/24 36785 40349  
 11/14/24 36965 40349  
 11/14/24 37018 40349  
 11/14/24 37021 40349  
 11/14/24 37024 40349  
 11/14/24 37027 40349

2650 SIEGLINDE POELZLER-KA  
 2650 SIEGLINDE POELZLER-KA  
 1879 U. S. BANK EQUIPMENT  
 1624 BUCKEYE EXTERMINATING  
 617 TREASURER, STATE OF O  
 921 SPEER MECHANICAL CO  
 1155 WEST CENTRAL OHIO NET  
 1228 BRITTCO LLC  
 74 KENTON WATER WORKS  
 644 TREASURER, STATE OF O  
 2215 MIDWEST REGIONAL ESC  
 1667 AUNALYTICS INC  
 !OCT INTERPRETATION SERV  
 MILEAGE REIMB 10/3-10/31  
 INV #540618394 COPIER LE  
 INV #483645 PEST CONTROL  
 BMV RECORDS REQUEST  
 INV #59823 FIX DUCT WRK/  
 INV #HA8&92024PL FADING  
 !INV #17235 MTHLY SOFTWA  
 ACCT #04014-001 WATER/S  
 INV #0467392 OCT RAPBACK  
 INV #9561 SPECIAL EDUCAT  
 ACCT #C-002329 CLOUD STO

ENCUMBERED UN EXP = Unexpended Balance  
 UN ENC = Unencumbered Bal  
 68,269.90  
 68,396.25  
 136,666.15 EXP  
 297,073.83 UN ENC  
 136,666.15 MTD EXP  
 1,839,576.17 YTD EXP  
 878.92  
 618.24  
 2.98  
 12.72  
 97.90  
 124.43  
 1,963.30  
 656.00  
 493.91  
 321.35  
 236.67  
 12.72  
 19.87  
 500.50  
 158.78  
 6,098.29 EXP  
 UN ENC  
 6,098.29 MTD EXP  
 50,000.00 ADJ  
 100,790.80 YTD EXP  
 UN ENC  
 25,000.00 ADJ  
 205,776.14 YTD EXP  
 MTD EXP  
 398.25  
 85.76  
 717.24  
 50.00  
 10.00  
 813.00  
 400.00  
 400.00  
 225.34  
 10.00  
 36,009.74  
 3,896.44





## Service and Support Administration Report

### Highlights

One of the Housing Board homes has been vacant since July. It is a small, 1 bedroom home that only a small portion of the people we serve would be able to use, assuming they needed a place to stay. In October an individual was found eligible for our program, at their first visit with the SSA, he identified housing as his primary concern. He was currently paying \$1,700 for an apartment and utilities in Ada, and only had income of \$1,000 per month. Within days he was able to tour the available Housing Board home, sign a lease and move in. His rent is much, much less and he is very happy in his new home.

### Activity

- Not an Ordinary Place organized a "County Fair" at their facility in Dunkirk in September. All SSA's were invited to attend. They created games, snacks, and other activities for everyone to participate in.
- FUN-E (Friends United for New Experiences) held a Halloween Party for adults in the Simon Kenton gym on October 12. More than 40 people attended, including individuals from Hancock and Putnam County Boards. Their next event is a Christmas Party held at the Moose on December 7.
- The ARC Auction will be held on Sunday December 8 in the Simon Kenton gym. The doors open at 12 and the auction will begin at 1:00. This is the only fundraiser for the ARC.
- Westcon hosted a Self-Med & Diet/Texture Training on November 12 that I was able to attend. There is another training date in December that SSA's will attend.
- I also attended the Family Children First Council, MIDD Task Force, DDIT meeting, Untied Way, Family Stability Council, several team meetings for individuals, the Statewide SSA Director meeting, Samaritan Partners of Hardin County, and our weekly Leadership Team meeting and SSA meeting.

### Eligibility

I'm going to add a new section to my board report on the data from eligibility intakes and transfers. I'm working on a better template, but for now I'll share the following:

		2024	2023	2022	2021	2020
OEDI	Eligible	8	3	5	5	7
	Not-Eligible	4	2	-	-	-
COEDI	Eligible	3	4	12	17	4
	Not-Eligible	3	0	-	-	-

Transfers into Hardin County since 2023: 8

### Housing Board

11 housing board houses are full. One home is being rebuilt after a fire and should be ready for move in by the beginning of 2025. At the November Housing Board Meeting, the board decided to pursue the sale of one home in a way that will allow the current resident to stay and only change landlords.

### Family Support Services

\$ 21,923.61 through October 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										2
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			2
Monthly Total	<b>1</b>	<b>10</b>	<b>8</b>	<b>5</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>4</b>			
Yearly Total of Filed MUIs	<b>1</b>	<b>11</b>	<b>19</b>	<b>24</b>	<b>26</b>	<b>27</b>	<b>30</b>	<b>33</b>	<b>36</b>	<b>40</b>			<b>40</b>

\*Filed MUI's can have more than one category

### 2-13-2025 Early Intervention Board Report

Number of referrals	Dec. 2024 = 5	Jan. 2025 = 10
Number of evaluations completed	Dec. 2024 = 7	Jan. 2025 = 7
Number of referrals enrolled	Dec. 2024 = 5	Jan. 2025 = 2
Number of exits	Dec. 2024 = 3	Jan. 2025 = 3
Total enrolled	Dec. 2024 = 51	Jan. 2025 = 51

Exits	Met outcomes	Turned age 3, IEP eligible	Other
Totals	Dec. 2024 = 1 Jan. 2025 = 1	Dec. 2024 = 2 Jan. 2025 = 1	Dec. 2024 = 0 Jan. 2025 = 1, age 3 Part B eligibility not identified

Current open referrals - 9

Activities - In January, we held a Playtime with EI and had 11 children attend with their families. We have playtimes scheduled for February 14th and March 21st 10 - 11am both dates.

Other information - Referrals from December to January doubled. We have had cancellations of visits and evaluations due to illnesses throughout the county. Caseloads continue to be manageable at this time for providers and service coordinators. SFY25 mid year report will be given to the Family & Children First Council this month, per the grant agreement.

## **Superintendent's Report**

February 18, 2025

### **Statewide Update**

I continue to participate on the Waiver Modernization workgroup at the state level. There is nothing new to report on this work.

### **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
- Waiver Redesign Weekly Meetings
- Delivered grant items (hearing system) to St John's Church
- Delivered grant items to county libraries
- Business Manager interviews

#### **Staff Engagement**

- Leadership Team meetings (weekly)
- Monthly meeting with Preschool teachers
- Monthly Non-school staff meeting

## **HCBDD Board Training Plan 2025**

The Hardin County Board of Developmental Disabilities recognizes the importance of ongoing training. All HCBDD Board Members are required to participate in four hours of training.

In accordance with OAC 5123:2-1-13 the HCBDD hereby establishes the following as their training plan for 2024:

### **HCBDD Chosen Training**

HCBDD Board Members will participate in at least four (4) hours of training(s) to meet the four hour requirement for board members. Training will be conducted during board meetings and the agenda will indicate the number of hours of training for that session. Areas of training chosen by HCBDD for 2025 include:

- Succession Planning
- Overview of Special Olympics Program
- Overview of administrative positions including Business Manager, Director of Operations, and Bill Pay Clerk
- MUI and UIs
- *Multi System Youth*
- *Shared Services (Presentation from other counties)*

### **Make up Opportunities**

- Should a Board Member not be able to attend the scheduled training, the superintendent will assist the Board Member to identify other opportunities including but not limited to OACB conferences, local non-profit board member trainings, or possible webinars. Alternative trainings will include those areas suggested by DoDD for 2025
- Alternative trainings will be completed by December 31, 2025.

The superintendent or designee will track Board Member participation in training. Verification of training will be given to each Board Member and maintained at the HCBDD offices.

**FY2026 SERVICE AGREEMENT**  
**between the *Midwest Regional Educational Service Center***  
**and *Hardin County Board of DD***

**Providing School Age Unit Services**

Under ORC Section 3313.841 and 3313.845, the *Midwest Regional Educational Service Center* has agreed to provide, by contract with *Hardin County Board of DD*, School Age Unit services.

Therefore, the *Hardin County Board of DD* agrees to participate in the School Age Unit Services with the *Midwest Regional Educational Service Center*. The *Hardin County Board of DD* agrees to pay the following:

- Pay the *Midwest Regional Educational Service Center* in the estimated total amount of \$249,433.43. The estimated amount of \$24,943.34 will be billed in monthly installments in September of 2025 through June of 2026 (10). The program costs include Operational costs: salary, retirement, Workers' Compensation, Medicare, insurance, supervision, professional development, equipment, supplies, and benefits as provided by the *Midwest Regional Educational Service Center* board policy and administrative fee.
- The necessary special education services, such as speech therapy, occupational therapy, physical therapy, nursing services, mental health services, and school psychology will be billed to *Hardin County Board of DD* separately based on the evaluation of needs.

The *Midwest Regional Educational Service Center* agrees to:

1. Operate said program in accordance with standards adopted by the Ohio Department of Education and Ohio Revised Code.
2. Provide special education services as needed. These costs are billed separately as they may fluctuate.
3. Calculate the appropriate operating costs. The ESC Board will determine the annual compensation in alignment with other ESC staff.
4. To staff the School Age Unit appropriately.
5. To post for positions, interview, and employ the staff for the School Age Unit.
6. To schedule the School Age Unit with the *Hardin County Board of DD*'s preschool program due to transportation.
7. To settle-up actual cost plus the fiscal/admin fee in June of 2026.

**Term of Agreement:** This agreement shall be effective for the 2025-2026 school year. *Hardin County Board of DD* will inform *Midwest Regional Educational Service Center* whether the service will be continued for the following school year by March 1, 2026. Terms of this agreement are in writing within and any verbal agreements regarding this service are not valid or enforceable. *Hardin County Board of DD* will provide and coordinate transportation. *Hardin County Board of DD* will maintain all accountability to Ohio DEW.

**Assignment:** Amy McGuffey, Director of Special Education shall determine the assignment of ESC staff in the School Age Unit. The initial staffing consists of one intervention specialist, two educational assistants, and supervision for the one School Age Unit.

**Work schedule:** The *Midwest Regional Educational Service Center's* Superintendent or designee shall determine the work schedule and staffing for the School Age Unit.

**Supervision – Evaluation:** The *Midwest Regional Educational Service Center* superintendent and/or Director of Special Education shall be responsible for the supervision and evaluation of those in the School Age Unit.

**Substitutes -** The *Midwest Regional Educational Service Center* Director of Special Education and/or designee shall be responsible for obtaining substitutes when the need arises for those in the School Age Unit.

**Unemployment Claim:** Should an employee covered under this agreement make a subsequent unemployment compensation claim, the *Hardin County Board of DD* shall be liable for the of employee's claim.

Estimated Cost: Both the Midwest Regional ESC and the District understand and agree that the amount/rate is based on estimated costs only. Reconciliation of actual costs for said services, to funds received shall be made at the end of the fiscal year or sooner if terminated by either party, and any amount due from the Midwest Regional ESC or refundable to the Midwest Regional ESC shall be paid directly at the close of the fiscal year.

Subcontracting: The ESC employee cannot be subcontracted by the District or any other party. Nothing herein is intended to cause or shall be construed to cause the parties to be treated as a joint employer or as partners in a joint venture. Any additional compensation or fringe benefit to the ESC employee would be through the ESC's payroll and benefits. The ESC employee will follow the ESC board policy and procedures, including using the ESC forms.

Unresolved Findings for Recovery: The District certifies that the District is not subject to a finding for recovery under ORC Section 9.24 or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC Section 9.24 to contract within the State of Ohio.

Debarment and Suspension: Both parties certifies that neither is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Education or any other federal department or agency set forth in 29 CFR Part 98, 34 CFR, 45 CFR Part 75 or another applicable statutes or regulations.

Conflict of Interest: Both parties affirm they have no interest, personal or otherwise, direct, or indirect that is incompatible or in conflict with fulfillment of the ESC's responsibilities under this service agreement. Any conflict of interest would be disclosed by either party. Both parties certify and understand the State of Ohio ethics and conflict of interest laws, which include the Governor's Executive Order 2007-01S pertaining to ethics.

Drug-Free Workplace: Both parties agree to comply with all applicable state and federal laws regarding a drug-free workplace. The ESC will make good faith effort to ensure no ESC employee will use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

Equal Employment Opportunity: In carrying out this service agreement, both parties agree not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. The parties agree to on-going compliance with Executive Order 11375 and as supplemented by Department of Labor regulations found at 41 Code of Federal Regulations CFR 60.

Americans with Disabilities Act: Both parties hereby certify current and ongoing compliance with statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

Procurement: Service costs are publicly posted on the Midwest Regional ESC website. The ESC was designated as a High Performing ESC by Ohio Department of Education for Fiscal Year 2024, the most recent designation.

Amendments: This service agreement may be amended at any time by a written amendment mutually agreed to and signed by both parties. Amendments may, but not limited to, due to changes in employee benefits, change in assigned employee, change in hours, or contract days.

Governing Law: This service agreement and any claims arising in any way out of this service agreement shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to the service agreement or the performance hereunder shall be brought in an Ohio court of Logan County, Ohio, and both parties hereby irrevocably consents to such jurisdiction.

Waiver of Breach: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Agreement.

Force Majeure: Neither party shall be liable nor deemed to be in default for any delay or failure to perform under this Agreement caused by acts of God, civil or military authority, or public enemy; fire, explosions, epidemics, earthquake, flood, or other natural disaster; acts of government; riots, strikes, war or civil disorders; failure of transportation or supplies; vandalism, strikes or other work interruptions by employee; or any other cause beyond reasonable control of either party.

Proper Licensure: The Midwest Regional ESC will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials and licenses shall be maintained by the Midwest Regional ESC for inspection, upon request, by the District.

Background Check: The ESC will ensure that all individuals providing services under this agreement obtain and maintain all necessary licensure and/or certification and that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in ORC Section 3319, are adhered to and satisfied.

Medicaid Compliance: With regard to any therapy services provided by the ESC pursuant to this agreement, the ESC will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information containing beneficiaries; will allow representatives of the U.S. Department of Human Services, Ohio Department of Medicaid (ODM), Ohio Department of Education (ODE), or their respective designee access to the subcontractor's books, documents, and records; and acknowledges that they or their principles are not suspended or debarred.

All applicable federal and state laws, regulations, and/or rules shall govern the implementation of the services provided pursuant to this Agreement. In witness the undersigned officers of the *Hardin County Board of DD* and the *Midwest Regional Educational Service Center*, being duly authorized by their respective boards, have signed this document in compliance with ORC Section 3313.33(B).

By:  
*Hardin County Board of DD*

By:  
*Midwest Regional Educational Service Center*

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Special Education Model Policies and Procedures



Department of  
Education &  
Workforce

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# Introduction

## Purpose

The Ohio Department of Education and Workforce (the Department) Special Education Model Policies and Procedures provides a model for educational agencies to either adopt or a basis to create their own. The Special Education Model Policies and Procedures reflect existing regulations and explain procedural mechanisms; however, individual educational agencies have discretion and flexibility to enhance these Special Education Model Policies and Procedures in order to meet the needs of students and staff. It is the HCBDD's responsibility to ensure the students' rights as written in the procedural safeguards are included when creating contracts or written agreements with other educational agencies or entities.

If HCBDD decides to adopt the Department's Special Education Model Policies and Procedures, the HCBDD agrees to the written policies and procedures in accordance with the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and the Ohio Operating Standards for Ohio Educational Agencies Serving Children with Disabilities (hereafter referred to as the "Operating Standards"). The HCBDD also agrees to use the [required special education forms](#) as stated on the Department's website. In all cases, HCBDD is not the LEA, but works closely with the student's LEA to ensure that requirements contained herein are met.

This document, while comprehensive, does not include every requirement set forth in the IDEA, the regulations implementing IDEA, the Operating Standards, the Ohio Revised Code (ORC), and/or the Ohio Administrative Code (OAC). The HCBDD recognizes its obligation to follow these laws, regardless of whether their provisions are restated in the Special Education Model Policies and Procedures.

In accordance with Ohio Revised Code 3323.02, the Department may require any state or local agency to provide documentation that special education and related services for children with disabilities provided by the agency are in compliance with the requirements of this chapter.

## Notification

In accordance with federal IDEA 34 CFR 300.201, Ohio Revised Code 3323.08, and Ohio Administrative Code 3301-51-01, HCBDD is required to adopt and implement written policies and procedures approved by the Department. Educational agencies are required to notify the Department of their special education policies and procedures each school year through the [Monitoring System](#). If HCBDD decides to create their own Special Education Model Policies and Procedures, there will be an option for the HCBDD to upload these policy and procedures for the Department to review and approve. Any entity that creates their own Special Education Model Policies and Procedures will be required to incorporate any updates and changes into their own policies and procedures provided by the Department. Verification of local school board approval of policies and procedures is required to be uploaded for all educational agencies annually. Annual due date is Nov. 30.

Contact Information:

Title	Name	Email	Phone Number
Special Education Administrator			
HCBDD Contact for policies and procedures			
State Support Team Region			

# Free Appropriate Public Education(OAC 3301-51-02)

## Policy

The Hardin County Board of Developmental Disabilities works with the LEA to ensure a Free and Appropriate Public Education (FAPE) is made available to all children with disabilities between the ages of three and twenty-one, inclusive, including children with disabilities who have been suspended or expelled from school, have failed or been retained in a course or grade, and are advancing from grade to grade.

## Procedure

### **THE LEA with the help of HCBDD:**

Will ensure FAPE is made available to every child who attends HCBDD/Simon Kenton School.

Begins special education services no later than the child's third birthday and has an IEP in effect for the child by that date.

If a child's third birthday occurs during the summer, the child's IEP team determines the date when IEP services begin.

Special education and related services eligibility is made on an individual basis by the group responsible within the child's school district of residence for making eligibility determinations.

### *ASSISTIVE TECHNOLOGY*

Makes assistive technology devices and/or assistive technology services available to a child with a disability, if required, as a part of the child's special education, related services, and supplementary aids and services.

Makes the use of school-purchased assistive technology devices available in a child's home or in other settings if the child's IEP team determines that the child needs access to those devices in order to receive FAPE.

### *EXTENDED SCHOOL YEAR SERVICES (ESY)*

Extended School Year Services are the responsibility of the LEA. HCBDD does not provide ESY services on behalf of the school district.

The LEA provides extended school year services only if a child's IEP team determines, on an individual basis, that the services are necessary for the provision of FAPE to the child. Additionally, the following is considered when determining if extended school year services should be provided:

- Whether extended school year services are necessary to prevent significant regression of skills or knowledge retained by the child so as to seriously impede the child's progress toward achieving the child's educational goals, and
- Whether extended school year services are necessary to avoid something more than adequately recoupable regression.

In implementing the requirements, an LEA will not:

- Limit extended school year services to particular categories of disability, or
- Unilaterally limit the type, amount, or duration of those services.



### *NONACADEMIC SERVICES*

HCBD in cooperation with the LEA takes steps to provide nonacademic and extracurricular services and activities in the manner necessary to afford children with disabilities an equal opportunity to participate in those services and activities. This includes the provision of supplementary aids and services determined appropriate and necessary by the child's IEP team.

Nonacademic and extracurricular services and activities shall include counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the school district, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by the HCBDD and assistance in making outside employment available.

### *PHYSICAL EDUCATION*

The LEA makes physical education services, specially designed, if necessary, available to every child with a disability receiving FAPE, unless the LEA does not provide physical education to children without disabilities in the same grades.

If the LEA serves a child with a disability who is enrolled in a separate facility, they must ensure that the child receives appropriate physical education services. HCBDD will coordinate this service with the LEA.

### Special physical education

If specially designed physical education is prescribed in a child's IEP, the LEA responsible for serving the child provides the services directly or makes arrangements for those services to be provided through another public or private program.

The HCBDD and the LEA ensure that adaptive physical education services are provided by an appropriately licensed provider.


### *PROGRAM OPTIONS*

The LEA ensures that children with disabilities served by the HCBDD have access to a variety of educational programs and services available to nondisabled children in the area served by the school district, including art, music, industrial arts, consumer and homemaking education, and vocational education.

Ensures that children with disabilities have access to FAPE that emphasizes special education and related services designed to meet their unique needs and prepare them for further education, employment, and independent living.

### *SCHOOL DISTRICT OTHER THAN SCHOOL DISTRICT OF RESIDENCE*

The child's school district of residence retains responsibility for making FAPE available to the child.



The student's district of residence is typically determined by the residential address of the student's parents.

**THE SCHOOL DISTRICT OF RESIDENCE:**

*RESIDENTIAL PLACEMENT*

If the school district of residence's IEP team determines placement in a public or private residential program is necessary to provide special education and related services to a child with a disability, the LEA ensures that the program, including non-medical care and room and board, is provided at no cost to the parents of the child.

## Child Find (OAC 3301-51-03)

### Policy

HCBD participates with the LEA in Child Find through community screenings and developmental screenings within the classroom.

### Procedure

#### **THE HCBDD:**

When aware of a child between the ages of birth to age 3 who has or may have a disability, the HCBDD either:

- Refers the child directly to the county agency responsible for implementing Early Intervention services under Part C of the IDEA, **or**
- Provides the parents with the referral information to make the referral themselves.

#### **THE SCHOOL DISTRICT:**

Annually reports data to be examined by the Department to determine if significant disproportionality based on race and ethnicity is occurring in the school district with respect to:

- The identification of children as children with disabilities
- The educational placement of a child with a disability
- The incidence, duration, and type of disciplinary removals from educational placement, including suspensions and expulsions

**Commented [KB1]:** @lberger@mresc.org what is our role/requirement in this? Do we do it? If so how? Are we required? Or is there someone else required? We do this through Et.

**Commented [lb2R1]:** We do child find through our community screenings as well as developmental screenings of children within the classrooms.

# Confidentiality (OAC 3301-51-04)

## Policy

HCBDHCBDD will provide adequate notice to fully inform the parents about the confidentiality requirements of IDEA Part B Confidentiality, including:

- A description of the notice given in the native language HCBDD of the parents
- A description of the children on whom personally identifiable information is maintained, including:
  - The types of information sought
  - The methods the State intends to use in gathering the information (including the sources from whom information is gathered)
  - The uses to be made of the information
- A summary of the policies and procedures that HCBDD must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information
- A description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Right and Privacy Act (FERPA) and implementing regulations

HCBDHCBDD ensures that parental consent is obtained before personally identifiable information is disclosed to parties, other than officials of participating agencies, unless the information is contained in education records, and the disclosure is authorized without parental consent.

HCBDHCBDD ensures that the parent's consent is **in writing, signed, and dated** and must:

- Specify the records to be disclosed
- State the purpose of the disclosure
- Identify the party or class of parties to whom the disclosure may be made

## Procedure

### **HCBDHCBDD:**

Protects the confidentiality of personally identifiable information during use, collection, storage, retention, disclosure, and destruction of information;<sup>1</sup>

Assumes responsibility for ensuring the confidentiality of any personally identifiable information;

Ensures all persons collecting or using personally identifiable information receive training or instruction regarding these policies and procedures HCBDD and

Maintains for public inspection a current listing of the names and positions of those employees who may have access to personally identifiable information.

<sup>1</sup> 34 C.F.R. 300.610 to 300.628, the Family Educational Rights and Privacy Act of 1974, August 1974, (FERPA) and its regulations at 34 CFR, Part 99

### REQUIRED PARENTAL CONSENT

Understands that parental consent is not required before personally identifiable information is released to officials of participating agencies for the purposes of meeting a requirement of confidentiality<sup>2</sup>.

Parental consent, or the consent of an eligible child who has reached the age of majority under Ohio law, is obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services.

### DISCIPLINARY RECORDS

When a child transfers from school district to another HCBDD/HCBDD in cooperation with the LEA ensures:

- The transmission of any of the child's records includes both the child's current IEP
- Any statement of current or previous disciplinary action that has been taken against the child is transmitted to the same extent that the disciplinary information for a child who does not have a disability is transmitted
  - The statement required shall specify the circumstances that resulted in the disciplinary action and provide a description of the disciplinary action taken if the disciplinary action was taken because of a special circumstance.

The record shall include the following:

- Any information that is relevant to the safety of the child and other individuals involved with the child
- A description of any other behavior engaged in by the child that required disciplinary action, and a description of the disciplinary action taken

HCBDD transmits copies of the records only to the extent that the transmission is permitted by FERPA, even if that transmission is to another HCBDD.

HCBDD When reporting a crime committed by a child with a disability HCBDD ensures that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to whom the agency reports the crime.

### PARENTAL REQUEST TO AMEND EDUCATION RECORDS

HCBDD ensures that a parent can request education records be amended if the parent believes that the education record is inaccurate, misleading, or violates the privacy or other rights of the child.

The HCBDD ensures that a decision on whether to amend the information is made within a reasonable period of time of receipt of the request.

If the HCBDD decides to refuse to amend the information in accordance with the request, the HCBDD ensures the parent is informed of the refusal and advises the parent of the right to a hearing.

**Commented [KB3]:** LEA Responsibility?

**Commented [Ib4R3]:** DD is a part of the education team that makes the decision. If we are providing the services, we are responsible for meeting this requirement. For preschool, I have additional written procedures related to how we do this (step by step guide).

I feel it is okay to keep.

<sup>2</sup> 34 CFR 300.610 Confidentiality

#### HEARING FOR EDUCATION RECORDS

Provides, on parental request, an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child.

A hearing held under this rule must be conducted according to the procedures in 34 C.F.R. 99.22. The records hearing shall be held within a reasonable period of time after the LEA in collaboration with HCBDD has received the request.

Commented [KB5]: LEA Responsibility?

Commented [lb6R5]: Again, part of the team. So we could add "in collaboration with LEA"

#### DESTRUCTION OF EDUCATION RECORDS

Notifies parents when personally identifiable information is collected, maintained, or is no longer needed to provide educational services to the child.

Ensures the information is destroyed at the request of the parents. However, a permanent record of a student's name, address, telephone number, grades, attendance record, classes attended, grade level completed, and year completed shall be maintained without time limitation.

#### PARENTAL ACCESS RIGHTS

Permits parents to inspect and review any education records relating to their children that are collected, maintained, or used by the HCBDD. HCBDD complies with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing or resolution session and in no case more than forty-five days after the request has been made.

The parent has a right to:

- Make a reasonable request for explanations and interpretations of the records and to receive a response from the participating HCBDD within a reasonable time
- Request that the HCBDD provide copies of the records if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records
- Have a representative of the parent inspect and review the records

Presumes that the parent has authority to inspect and review records relating to the parent's child, unless the HCBDD has been advised that the parent does not have the authority under applicable state law governing such matters as guardianship, separation, and divorce.

Ensures that all children's information is protected by allowing the parents to inspect and review only the information relating to their child or be informed of that specific information when an education record includes information on more than one child.

#### CHILDREN'S RIGHTS

Has policies and procedures regarding the extent to which children are afforded rights of privacy similar to those afforded to parents, taking into consideration the age of the child and type or severity of disability.

When the child reaches the age of majority, the rights regarding education records must also be transferred to the student.

#### *PERSONNEL ACCESS TO EDUCATION RECORDS*

HCBDDB keeps a record of parties obtaining access to education records collected, maintained, or used (except access by parents and authorized employees of the participating educational agency), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

#### *FEES*

All special education records must be transferred to the new educational agency or nonpublic school regardless of fees owed to the educational agency.

HCBDDB may charge a fee for copies of records that are made for parents under this rule if the fee does not effectively prevent the parents from exercising their right to inspect and review those records.

HCBDDB shall not charge a fee to search for or to retrieve information under this rule.

#### **SCHOOL DISTRICT OF RESIDENCE:**

If a child is enrolled, or is going to enroll, in a nonpublic school that is not located in the school district of the parent's residence, parental consent is obtained before any personally identifiable information about the child is released between officials in the school district where the nonpublic school is located and officials in the school district of the parent's residence.

# Procedural Safeguards (OAC 3301-51-05)

## Policy

The school district of residence ensures that children with disabilities, their parents, and educational agencies are provided an opportunity to resolve disputes regarding identification, evaluation, or educational placement of a child with a disability or the provision of a free appropriate public education (FAPE).

## Procedure

### **HCBDD:**

#### *PRIOR WRITTEN NOTICE*

The HCBDD ensures a prior written notice:

- Is provided to the parents within thirty days, any time a prior written notice is required
- Provides the HCBDD's proposed actions or refusal to act regarding the student's disability identification, evaluation or educational placement and/or provision of FAPE
- Is provided to the parent prior to implementing any changes regarding its proposals or refusals to initiate services
- Is provided to the parents prior to a change of placement that is a result of a disciplinary action
- Is written in understandable language to the general public
- Is provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so
- Is completed fully

HCBDD ensures the prior written notice includes:

- A description of the action proposed or refused by the HCBDD or the school district of residence
- An explanation of why HCBDD or the school district of residence proposes or refuses to take the action
- A description of each evaluation procedure, assessment, record, or report HCBDD or the school district of residence used as a basis for the proposed or refused action
- A statement that the parents of a child with a disability have protection under the procedural safeguards and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained
- A description of other options that the IEP team considered and the reasons why those options were rejected
- A description of other factors that are relevant to HCBDD's or the school district's proposal or refusal
- HCBDD's and or the school district of residence contact information for parents to obtain assistance in understanding the provisions of this rule

If the native language or other mode of communication of the parent is not a written language, HCBDD provides written evidence that it took steps to ensure that:

- The notice is translated orally or by other means to the parent in the parent's native language or other mode of communication



- The parent understands the content of the notice

#### *OPPORTUNITY TO EXAMINE EDUCATION RECORDS*

Affords the parent of a child with a disability an opportunity to inspect and review all education records with respect to the identification, evaluation, and educational placement of the child and the provision of FAPE to the child.

#### *PARENT PARTICIPATION IN MEETINGS*

Ensures the parent of a child with a disability is afforded an opportunity to participate in meetings with respect to the identification, evaluation, and educational placement of the child, and the provision of FAPE to the child.

Provides the parent invitation notice consistent with the parent participation requirements to ensure that parents of children with disabilities have the opportunity to participate in meetings.

#### A meeting does not include:

- Informal or unscheduled conversations involving school district personnel
- Conversations on issues such as teaching methodology, lesson plans, or coordination of service provision
- Preparatory activities that school district personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting

#### *PARENT INVOLVEMENT IN PLACEMENT DECISIONS*

Ensures that a parent of each child with a disability is a member of any group that makes decisions on the educational placement of the parent's child.

If neither parent can participate in a meeting in which a decision is to be made relating to the educational placement of their child, the school district must use other methods to ensure their participation, including individual or conference telephone calls, or video conferencing.

A placement decision may be made by a group without the involvement of a parent, if the school district is unable to obtain the parent's participation in the decision. In this case, the school district must have a record of its attempts to ensure their involvement.

#### *INDEPENDENT EDUCATION EVALUATION AT PUBLIC EXPENSE*

An independent education evaluation (IEE) means an evaluation conducted by a qualified examiner who is not employed by the HCBDD or the school district of residence responsible for the education of the child. The IEE may be conducted at public expense. <sup>3</sup>"Public expense" means that the school district of residence either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent.

An IEE at public expense occurs after a parent disagrees with an evaluation completed by the the LEA and/or HCBDD. A parent is entitled to only one IEE at public expense each time the HCBDD or the school district of residence conducts an evaluation with which the parent disagrees, even if the parent had signed the evaluation team report (ETR) in agreement.

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<sup>3</sup>The parent can get a parent-paid IEE at any time.

HCBD or school district of residence must provide parents, upon request for an IEE at public expense, information about where an IEE may be obtained, and HCBDD's or the school district of residence's criteria applicable for an IEE.

HCBD's or school district of residence IEE criteria must include the location of the evaluation and the qualifications of the examiner. The criteria must be the same criteria that the HCBDD or school district of residence uses when it initiates an evaluation, and consistent with the parent's right to an IEE.

HCBD or the school district of residence may not impose conditions or timelines related to obtaining an IEE, except for the criteria described above.

If a parent requests an IEE, HCBDD must, without unnecessary delay, either

- File for a due process hearing to show that its evaluation is appropriate, or
- Provide the IEE, unless HCBDD or school district of residence demonstrates in a hearing that the evaluation obtained by the parent did not meet the HCBDD's or school district of residence's criteria.

If HCBDD or school district of residence files a due process complaint, and the final hearing officer's decision is that the district's evaluation is appropriate, the parent still has the right to an IEE, but not at public expense.

If a hearing officer requests an IEE as part of a hearing on a due process complaint, the cost of the evaluation must be at public expense.

HCBD or school district of residence may ask why the parent objects to its evaluation. However, HCBDD or school district of residence may not require the parent to provide an explanation nor unreasonably delay either providing the IEE or filing a due process complaint to defend HCBDD's or school district of residence's evaluation.

#### *PARENT INITIATED EVALUATIONS*

If the parent shares a private evaluation and the evaluation meets the IEE criteria:

- HCBDD or school district of residence must consider the evaluation in any decision regarding the provision of FAPE to the child.
- The evaluation may be presented by a party as evidence at a hearing on a due process complaint.

#### **THE SCHOOLDISTRICT:**

Provides every parent a copy of "[A Guide to Parents Rights in Special Education](#)," at minimum:

- To the parents of a child with a disability one time per school year
- Upon the initial referral or parent's request for evaluation, or
- Upon receipt of the first due process complaint in the current school year
- In accordance with the discipline procedures, and
- Upon request by a parent.

Makes reasonable efforts to obtain the informed consent from the parent in writing for an initial evaluation and re-evaluation to determine whether the child is a child with a disability.

Ensures a parent:

- is fully informed of all information relevant to the action the district intends to take
- receives that information in the parent's native language, or other primary mode of communication, and in understandable terms



- understands and agrees in writing to the district’s intended action to be carried out by the consent. Whenever applicable, the consent must describe the action to be taken and list any records to be released and to whom
- understands that the granting of consent is voluntary and can be revoked at any time. If the parent revokes consent, the revocation starts on the date the consent was revoked

Understands that the parental consent for initial evaluation does not mean consent for initial provision of special education and related services.

If the child is a ward of the state and is not residing with the child’s parent, the school district is not required to obtain informed consent from the parent for an initial evaluation to determine whether the child is a child with a disability if:

- The school district cannot discover the whereabouts of the parent of the child despite reasonable efforts to do so
- The rights of the parent of the child have been terminated in accordance with state law, or
- The rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.

The school district does not violate its child find and evaluation obligation if it declines to pursue the evaluation.

#### *PARENTAL CONSENT FOR REEVALUATION*

Each school district ensures informed parental consent is obtained prior to conducting any reevaluation of a child with a disability.

If the parent refuses to consent to the reevaluation, the school district of residence may, but is not required to, pursue the reevaluation by using the consent override procedures — including the mediation procedures or the due process procedures.

The school district of residence does not violate its obligation to the Administrative Code for child find and evaluation if it declines to pursue the reevaluation.

The informed parental consent need not be obtained if the school district can demonstrate that:

- It made reasonable efforts to obtain such consent, and
- The child’s parent has failed to respond.

#### *PARENTAL CONSENT FOR CHANGE OF PLACEMENT*

A change of placement is a change from one option on the continuum of alternative placements to another, that affects the student’s least restrictive environment (LRE).

Informed parental consent is obtained before making a change of placement of a child with a disability.

Informed parental consent does not have to be obtained before:

- A change of placement if the district of residence can demonstrate that it made reasonable efforts to obtain consent and the parent has failed to respond, or
- The change of placement is the result of a disciplinary action.

### *REVOCAION OF PARENTAL CONSENT*

If the parent of a child revokes consent in writing for the continued provision of special education and related services, the school district shall not:

- Continue to provide special education and related services to the child, but shall provide prior written notice before ceasing the provision of special education and related services
- Use mediation procedures or the due process procedures in order to obtain agreement or a ruling that the services shall be provided to the child
- Be held in violation of the requirement to make FAPE available to the child for the failure to provide the child with further special education and related services, and
- Be required to convene an IEP team meeting or develop an IEP for the child for further provision of special education and related services.

### *PARENTAL CONSENT FOR REEVALUATIONS*

The school district ensures informed parental consent is obtained to reevaluate.

The school district of residence does not violate its obligation under child find and reevaluations if it declines to pursue the due process hearing or mediation for the reevaluation.

Parental consent is needed for a functional behavioral assessment (FBA).

## **THE SCHOOL DISTRICT OF RESIDENCE**

If the parent of a child does not provide consent for initial evaluation or reevaluation, or the parent fails to respond to a request to provide consent, the school district of residence may, but is not required to, pursue the initial evaluation of the child by using the consent override procedures of mediation or filing a request for a due process hearing.

### *PARENTAL CONSENT FOR SERVICES*

The school district of residence ensures reasonable efforts to obtain informed consent from the parent are made for the initial provision of special education and related services to the child.

If the parent of the child refuses or fails to respond to a request to provide consent to the initial provision of special education and related services, the school district of residence will not:

- Use the due process procedures including the mediation procedures in order to obtain an agreement or a ruling that services may be provided to the child
- Be held in violation of the requirement to make FAPE available to the child, and
- Be required to convene an IEP team meeting or develop an IEP.

### *SURROGATE PARENTS*

The idea of a surrogate parent was established to ensure that children with special education needs who do not have parental representation have the same protections as all other children eligible for special education services.

The surrogate parent has the right to participate just as a parent would, as defined in IDEA and Ohio Administrative Code, in all matters relating to special education decisions.

A school district of residence creates a surrogate parent selection process that includes how to:

- Determine whether a child needs a surrogate parent, and
- Assign a surrogate parent to the child.

The school district of residence ensures that a person selected as a surrogate parent:

- Is not an employee of the Department, the school district, or any other agency that is involved in the education or care of the child
- Has no personal or professional interest that conflicts with the interest of the child the surrogate parent represents
- Has knowledge and skills that ensure adequate representation of the child, and
- Has successfully completed the Department's parent training prior to acting on behalf of the child.

A surrogate parent is required to be appointed by the district of residence superintendent under the following circumstances:

- No parent can be identified
- HCBDD or school district of residence, after reasonable efforts, cannot locate a parent
- The child is a ward of the state under the laws of Ohio, or
- The child is an unaccompanied homeless youth as defined in Section 725 (6) of the McKinney-Vento Homeless Assistance Act.

In Ohio, a foster parent is not considered a "parent." Therefore, the superintendent of the district of residence may only appoint a foster parent as a surrogate parent if the foster parent meets the criteria and completes the surrogate parent training.

Whenever a child is placed in child protection custody and the parents have retained legal rights to make educational decisions and can be contacted by HCBDD or school district of residence to act as the parent on behalf of their child in the special education process, HCBDD or school district of residence must treat the parent as the educational decision maker. HCBDD or school district of residence cannot appoint a surrogate parent for a child when there is another person in the child's life who qualifies as a parent under IDEA and whose rights to make educational decisions for the child have not been terminated.

In the case of a child who is a ward of the state, the surrogate parent alternatively may be appointed by the judge overseeing the child's case, and the judge's appointee must meet the abovementioned criteria.

If a surrogate parent is appointed by a judge overseeing the child's case, upon the request of the judge, the school district of residence will confirm that the person appointed meets the requirements.


If a judicial decree or order identifies a specific person or persons to act as the "parent" of a child or to make educational decisions on behalf of a child, then such person or persons shall be determined to be the "parent."

In the case of a child who is an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents without regard to the requirements for selecting a surrogate parent until a surrogate parent can be appointed that meets all of the abovementioned requirements.

In the case of a child who has reached the age of majority in the state of Ohio, the child may request a surrogate parent.

Assignment of surrogate parents is as follows:



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- A surrogate parent shall be assigned as soon as possible but no later than 30 days from the date that it is determined that the child needs the surrogate.
  - The school district of residence maintains the ultimate responsibility for the assignment of a surrogate parent for all students with disabilities residing in the district. If requested by the school district of residence and mutually agreed upon, the school district of attendance, county board of developmental disabilities (county board of DD), or other educational agency may appoint the surrogate parent.

The surrogate parent will:

- Represent the child in all matters relating to the identification, evaluation and educational placement of the child and the provision of FAPE to the child
- Review a child's educational records as needed to make informed special education decisions for the child
- When appropriate, provide consent to evaluation and re-evaluation
- Agree or disagree to the IEP, evaluation team report, and educational placement changes
- Disagree with or dispute the recommendations of HCBDD or school district of residence by requesting mediation, filing a formal written complaint, or by requesting a due process hearing



# Evaluation (OAC 3301-51-06)

## Policy

The HCBDD or school district of residence ensures a referral process is in place to determine whether a child is a child with a disability.

The school district of residence ensures that all initial evaluations are conducted and reevaluations are completed for children residing within the district using the Department's required [evaluation team report form](#) (PR-06).

## Procedure

### **HCBDD/SCHOOL DISTRICT/SCHOOL DISTRICT OF RESIDENCE**

#### *INTERVENTIONS*

HCBDD in cooperation with the LEA uses a multi-disciplinary team to determine appropriate interventions to resolve concerns for any preschool or school-age child who is performing below grade-level standards. HCBDD ensures they do not use interventions to delay unnecessarily a child's evaluation and eligibility determination for special education services. The intervention and the evaluation can occur concurrently. If such interventions have not been implemented prior to referral for evaluation, appropriate interventions should be implemented during the same sixty-day time frame during which the school district conducts a full and individual evaluation.

#### *REQUEST/REFERRAL FOR EVALUATION*

Either a parent of a child, the LEA, or HCBDD may initiate a request for an initial evaluation to determine if the child is a child with a disability.

An HCBDD will, within 30 days of receipt of a request for an evaluation, either obtain parental consent for an initial evaluation or provide to the parent a prior written notice stating that the HCBDD does not suspect a disability and will not conduct an evaluation.

Screening for instructional purposes is not an evaluation. If a teacher or a specialist screens a child for instructional strategies for curriculum implementation, this screening is not an evaluation for special education and related services.

#### *EVALUATION PLANNING*

As part of the initial evaluation, and as part of any reevaluation, the evaluation team shall complete the [evaluation planning form](#) which guides the evaluation process. Information gathered through the evaluation process will be summarized in an evaluation team report (ETR).

#### *EVALUATION TEAM*

A group of qualified professionals and the parent of the child determines whether the child is a child with a disability, and the education needs of the child. The qualified professionals must be based on the student's needs and information being reviewed.

"Evaluation team for a child suspected of having a specific learning disability" means the parents and a group of qualified professionals, which must include:

- The child's regular teacher, or

- If the child does not have a regular education teacher, a regular classroom teacher qualified to teach a child of the child's age, or
- For a child of less than school-age, an individual qualified by the Department to teach a child of the child's age, and
- At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial teacher, and
- A representative of the school district of residence.

At a minimum, the representative of the school district must meet the following requirements:

- Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of the child
- Qualified to provide or supervise the provision of instruction in the preschool general education curriculum, if applicable
- Authorized to make decisions about the use of school district resources for special education and related services
- Qualified to interpret the instructional implications of evaluation results.

#### *CONDUCTING A REVIEW*

The evaluation team may conduct a review of existing evaluation data without a meeting.

#### *SOURCE OF DATA*

The HCBDD or school district of residence must administer such assessments and other evaluation measures as needed to produce the data identified from the review of existing evaluation data.

#### *INITIAL EVALUATION*

The school district of residence ensures an evaluation is conducted before the initial provision of special education and related services. Either a parent of a child or HCBDD may initiate a request for an initial evaluation to determine if the child is a child with a disability.

Within 30 days of receipt of a request for an evaluation, the district either obtains parental consent for an initial evaluation or provides to the parent prior written notice stating that the school district does not suspect a disability and will not be conducting an evaluation.

The initial evaluation:

- Must be conducted within 60 days of receiving parental consent for the evaluation
- Must consist of procedures to determine:
  - If the child is a child with a disability as defined in the definition section of the Operating Standards<sup>4</sup>
  - The educational needs of the child

#### *TIMELINES*

- HCBDD or school district of residence provides parents its intention to evaluate or not evaluate on a prior written notice. If HCBDD or school district of residence intends to evaluate, it must obtain consent from the parent within 30 days.
- Once HCBDD or school district of residence receives parental consent to evaluate, the evaluation must be completed within 60 days.

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<sup>4</sup> Ohio Administrative Code 3301-51-10(B)(10)

### TIMELINE EXCEPTIONS

The 60-day time frame does not apply to a school district if:

- The parent of a child repeatedly fails or refuses to produce the child for the evaluation, or
- A child enrolls in a new school district of residence after the relevant time frame begins and prior to a determination by the child's previous school district of residence as to whether the child is a child with a disability as defined in this rule.

This exemption only applies if the school district of residence is making sufficient progress to ensure a prompt completion of the initial evaluation, and the parent and school district agree to a specific time when the evaluation will be completed.

### CHILDREN WHO TRANSFER EDUCATIONAL AGENCIES IN THE SAME STATE

An educational agency has 30 days from the date the prior educational agency's evaluation was received to either:

- Accept the evaluation from the prior educational agency, or
- Obtain consent for a reevaluation. A reevaluation under this section must be conducted within 60 days of parent consent.

The HCBDD or school district of residence has a process for accepting the evaluation or obtaining consent for an initial evaluation when a child transfers from an out of state school.

### EVALUATION PROCEDURES

HCBDD ensures prior written notice is provided to the parents of a child with a disability that describes any evaluation procedures the school district proposes to conduct.

HCBDD or school district of residence uses the evaluation [planning form](#).

In conducting the evaluation, HCBDD or school district of residence must use:

- A variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the child, including information provided by the parent, that may assist in determining:
  - Whether the child is a child with a disability as described in the definition section of the Operating Standards
  - The child's special education and related services, that enable the child to be involved in and progress in the general education curriculum (or for a preschool child to participate in appropriate activities)
- More than a single source of information as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child
- Technically sound instruments that may assess the relative contribution of cognitive, behavioral, physical or developmental factors

### HCBDD OR SCHOOL DISTRICT OF RESIDENCE ENSURES:

Assessments and other evaluation materials used to assess a child:

- Are selected and administered so as not to be discriminatory on a racial or cultural basis
- Are provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information about what the child

knows and can do academically, developmentally and functionally, unless it is clearly not feasible to do so

- Are used for the purposes for which the assessments or measures are valid and reliable
- Are administered by trained and knowledgeable personnel
- Are administered in accordance with any instructions provided by the producer of the assessments

Assessment and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.

Assessments are selected and administered so as best to ensure that if an assessment is administered to a child with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

A child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities. Preschool children must be assessed in the following developmental areas: adaptive behavior, cognition, communication, hearing, vision, sensory/motor function, social-emotional functioning, and behavioral function.

For assessments of children with disabilities who transfer from one educational agency to another educational agency in the same school year during an evaluation, the prior and subsequent educational agencies must coordinate to complete the evaluation as expeditiously as possible.

In evaluating each child with a disability, the evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.

The assessment reports provide relevant information for professionals to determine the educational needs of the child.

#### *MEDICAL CONSULTATION*

A medical consultation is suggested for preschool or school-age children on a continuing basis, especially when school authorities observe that there has been a change in the child's behavior or educational functioning, or when new symptoms are detected.

The evaluation for preschool age children shall include the following specialized assessments:

- In cases where the disability is primarily the result of a congenital or acquired physical disability, a physical examination is to be completed by a licensed doctor of medicine or doctor of osteopathy.
- Vision examination is to be conducted by an eye care specialist in cases where the disability is primarily the result of a visual impairment.
- An audiological examination is to be completed by a certified or licensed audiologist in cases where the disability is primarily the result of a hearing impairment.

The school district of residence is responsible for paying if it is requesting medical consultation because this is a fulfillment of its obligations to provide FAPE.

#### *ADDITIONAL REQUIREMENTS FOR EVALUATIONS*

Review of existing evaluation data on the child includes:

- Evaluations and information provided by the parents of the child
- Current classroom-based, local, or state assessments and classroom-based observations in multiple situations such as subject areas, settings, and with different instructors
- Observations by teachers and related services providers but the observation must be conducted by someone other than the teacher delivering the instruction
- Data about the child's progress in the general curriculum, or, for the preschool-age child, data pertaining to the child's growth and development
- Data from previous interventions, including:
  - Interventions that are designed to meet students' needs
  - For the preschool child, data from early intervention, community, or preschool program providers
- Any relevant trend data beyond the past twelve (12) months, including the review of current and previous IEPs

Identify any additional data needed, based on the review and the input from the child's parents to:

- Determine whether the child is a child with a disability, and the educational needs of the child; or in the case of a reevaluation of a child, whether the child continues to have such a disability and the educational needs of the child
- Consider the present levels of academic achievement and related developmental needs of the child, and whether the child:
  - Needs special education and related services, or
  - Continues to need special education and related services, in the case of a reevaluation of a child, and
- Determine whether any additions or modifications are needed to enable the child to:
  - Meet the measurable annual goals in the IEP
  - Participate, as appropriate, in the general education curriculum

If the evaluation team or the IEP team determines that no additional data is needed to determine the child's eligibility or educational needs, the HCBDD or school district of residence must notify the parents of:

- The determination and the reasons for the determination
- The right of the parents to request an assessment to determine whether the child continues to be a child with a disability and to determine the child's educational needs

#### *DETERMINATION OF ELIGIBILITY*

Upon completion of the administration of assessments and other evaluation measures:

- The evaluation team and the parent of the child determines whether the child is a child with a disability and the educational needs of the child
- The HCBDD or school district of residence provides a copy of the evaluation team report (documentation of determination of eligibility) prior to the next IEP meeting and in no case later than 14 days from the date of eligibility determination; and at no cost to the parent



### *EVALUATION TEAM REPORT*

Upon completion of the administration of assessments and other evaluation measures, the evaluation team must meet to review the components of the written evaluation report and to create the evaluation team report (ETR) which shall include:

- The individual evaluator's assessment
- The team summary
- If applicable, the specific learning disability documentation for determination
- Eligibility determination
- After the evaluation team meeting, the participants of the meeting must include names, titles and signatures, including the parent, and an indication of whether or not they are in agreement with the eligibility determination
- A statement of disagreement by any team member who is not in agreement with the team's determination of disability

### *PROCEDURES FOR DETERMINING ELIGIBILITY AND EDUCATIONAL NEED*

In interpreting the evaluation data for eligibility determination and the educational needs, HCBDD and/or the LEA must:

- Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations, as well as information about the child's physical condition, social or cultural background, and adaptive behavior
- Ensure the information obtained from all of these sources is documented and carefully considered

If a determination is made that a child has a disability and needs special education and related services, an IEP must be developed for the child within 30 days of the child's eligibility determination.

### *SPECIAL RULE FOR ELIGIBILITY DETERMINATION*

A child cannot be determined to be a child with a disability if the determinant factor is:

- Lack of appropriate instruction in reading, including the essential components of reading instruction, or
- Lack of appropriate instruction in math, or
- Limited English proficiency.

### *CHANGE IN ELIGIBILITY*

- An evaluation must be conducted prior to changing a child's eligibility or determining the child is no longer a child with a disability.
- An evaluation is not required if the child is graduating from secondary school with a regular high school diploma or due to age eligibility for provision of FAPE.
- Whenever a child's eligibility terminates due to graduation or aging out, a summary of academic achievement and functional performance must be provided prior to the child's graduation. It must include recommendations on how to assist the child in achieving the postsecondary goals.

### *SPECIFIC LEARNING DISABILITY (SLD)*

The Department's criteria for determining whether a child has a specific learning disability ensures the LEA and/or HCBDD:

- Does not require the use of a severe discrepancy between intellectual ability and achievement for determining whether a child has a specific learning disability
- Permits the use of a process based on the child's response to evidence-based intervention
- Permits the use of other alternative research-based procedures for determining whether a child has a specific learning disability

The LEA and/or HCBDD ensures use of the state's criteria in determining whether a child has a SLD.

In addition, the LEA and HCBDD must use the forms required by the Department, Evaluation Team Report [PR-06](#), and complete Part 3: *Documentation for Determining the Existence of a Specific Learning Disability* of PR-06 when the HCBDD suspects the child has a SLD.

Additional team members for SLD determination:

The determination of whether a child suspected of having a specific learning disability is a child with a disability must be made by the following:

- The child's parents
- A team of qualified professionals
- At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher, **and**
- The child's regular teacher, **or**
- If the child does not have a regular education teacher, a regular classroom teacher qualified to teach a child of his or her age, **or**
- For a child of less than school age, an individual qualified to teach a child of his or her age.

Determining the existence of a specific learning disability

The school district must develop written procedures for the implementation of any method used to determine the existence of a SLD that, at a minimum, incorporate guidelines developed by the Department and as specified in this rule.

The team members may determine that a child has a specific learning disability if:

- The child does not achieve adequately for the child's age or to meet state-approved grade-level standards, when provided with learning experiences and instruction appropriate for the child's age or state-approved grade-level standards, in one or more of the following areas:
  - Oral expression
  - Listening comprehension
  - Written expression
  - Basic reading skills
  - Reading fluency skills
  - Reading comprehension
  - Mathematics calculation
  - Mathematics problem solving
- The child does not make sufficient progress to meet age or state-approved grade-level standards when using a process based on the child's response to scientific, research-based intervention in one or more of the areas identified above, **or**
- The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state-approved grade-level standards, or intellectual development, that is determined by the group (including parent, teachers, and related service providers) to be

relevant to the identification of a specific learning disability, using appropriate assessments, **and**

- The group determines that its findings are not primarily the result of the following:
  - A visual, hearing, or motor disability
  - An intellectual disability
  - Emotional disturbance
  - Cultural factors
  - Environmental or economic disadvantage, **or**
  - Limited English proficiency.

To ensure that underachievement in a child suspected of having a specific learning disability is not due to lack of appropriate instruction in reading or math, the group must consider, as part of the evaluation:

- Data that demonstrate that prior to, or as a part of, the referral process, the child was provided appropriate instruction in regular education settings, delivered by qualified personnel
- Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the child's parents

HCBDD or school district of residence must promptly request parental consent to evaluate the child to determine if the child needs special education and related services, and must adhere to the timeframes, unless extended by mutual written agreement of the child's parents and a group of qualified professionals:

- If, prior to a referral, a child has not made adequate progress after an appropriate period of time when provided instruction
- Whenever a child is referred for an evaluation

#### Evidence-based interventions

An evaluation may, but is not required to, utilize a process based on the child's response to evidence-based intervention to determine whether a child has a SLD. This process:

- Begins when sufficient data have been gathered and analyzed under conditions of targeted and intensive individualized intervention conditions, there is evidence of an inadequate response to intervention on the part of the child, and the group determines that the child's needs are unlikely to be met without certain specialized instruction in addition to the regular classroom instruction
- Employs interventions that are evidence-based and provided at appropriate levels of intensity, frequency, duration, and integrity, relative to the child's identified needs
- Is based on results of evidence-based, technically adequate assessment procedures that assess ongoing progress while the child is receiving evidence-based instruction, and that have been reported to the child's parents
- Includes the analysis of data to determine whether a disparity is present between actual and expected performance in both the child's rate of progress in developing skills and in the child's level of performance on measures assessing one or more of the academic areas
- May not be used to unnecessarily delay a child's evaluation for determining special education eligibility



### Observation

The LEA and/or HCBDD ensures that the child is observed in the child's learning environment (including the regular classroom setting) to document the child's academic performance and behavior in the areas of difficulty.

The group members in determining whether a child has a specific learning disability must decide to:

- Use information from an observation in routine classroom instruction and monitoring of the child's performance that was done before the child was referred for an evaluation, or
- Have at least one member of the group conduct an observation of the child's academic performance in the regular classroom after the child has been referred for an evaluation and parental consent is obtained.

In the case of a child of preschool age, a group member must observe the child in an environment appropriate for a child of that age.

### Specific documentation for the eligibility determination

For a child suspected of having a specific learning disability, the documentation of the determination of eligibility must contain a statement of:

- Whether the child has a specific learning disability
- The basis for making the determination, including the justification that the determination has been made according to the eligibility process
- The relevant behavior, if any, noted during the observation of the child and the relationship of that behavior to the child's academic functioning
- The educationally relevant medical findings, if any
- Whether there is a determination of the existence of a specific learning disability
- If the child has participated in a process that assesses the child's response to evidence-based intervention:
  - The instructional strategies used and the student-centered data collected
  - The documentation that the child's parents were notified about:
    - The Department's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided
    - Strategies for increasing the child's rate of learning
    - The parents' right to request an evaluation

Each group member must certify in writing whether the report reflects the member's conclusion. If it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusions.

### *ADDITIONAL PROCEDURES FOR IDENTIFYING CHILDREN WITH MULTIPLE DISABILITIES*

The evaluation team or the IEP team, including the parents of the child, may determine the child has multiple disabilities if the child exhibits:

- A combination of two or more areas of disability, except for a combination that includes a specific learning disability
- A severe or profound deficit in communication or adaptive behavior documented through the use of individually administered standardized instruments which have been validated for the specific purpose of measuring communication or adaptive behavior

#### *RE-EVALUATION TEAM*

*Re-evaluation team* means the IEP team and other qualified professionals.

A school district of residence must ensure that a reevaluation of each child with a disability is conducted.

- If the LEA and/or HCBDD determines that the child's educational or related services needs, including improved academic achievement and functional performance, warrant a reevaluation, **or**
- If the child's parent or teacher requests a reevaluation, **or**
- In order to make a change in the disability category.

A reevaluation must occur at least once every three years but may not occur more than once a year unless the parent and the LEA and/or HCBDD agree otherwise. HCBDD and/or school district of residence and the parent may agree not to conduct a reevaluation, and this decision must be documented in a prior written notice.

If the team, including parent, deem a full evaluation is not necessary, the optional form [Agreement to Waive Reevaluation \(OP-4\)](#) can be used, or HCBDD's own form.

# Individualized Education Program (OAC 3301-51-07)

## Policy

HCBD ensures that an IEP is developed and implemented for each child with a disability and that services identified in the child's IEP are provided as agreed upon with the child's school district of residence.

## Procedure

### **HCBD/SCHOOL DISTRICT/SCHOOL DISTRICT OF RESIDENCE:**

#### *CHILDREN ATTENDING OTHER EDUCATIONAL AGENCIES INCLUDING OTHER CARE FACILITIES*

The school district of residence:

- Ensures the development and implementation of an IEP for each child with a disability residing in the school district regardless of which HCBD implements the IEP
- Is responsible for initiating and conducting meetings for the purpose of developing, reviewing and revising the IEP of a child with a disability
- Follows the same procedural safeguards as it does for all children with disabilities when providing special education services for a child with a disability in another educational agency
- Keeps on file a copy of the child's current evaluation team report and the IEP
- Ensures that a child with a disability who is placed in or referred to a nonpublic school or facility by a public school district is provided special education and related services, at no cost to the parents, and the child's education meets the applicable academic standards
- Ensures the child maintains all the rights of a child with a disability who is served by a public school district

#### *CONTENTS OF AN INDIVIDUALIZED EDUCATION PROGRAM*

IEP contents must include the following:

- A statement that discusses the child's future:
  - The family and child's preferences and interests are an essential part of the planning process. The IEP team will document the planning information in the IEP.
- An acknowledgment of whether there are any special instructional factors.
- A statement of the child's present levels of academic achievement and functional performance, including:
  - How the child's disability affects the child's involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled children), or
  - For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities.
- A statement of measurable annual goals, including academic and functional goals and benchmarks or short-term objectives designed to:
  - Meet the child's needs that resulted from the child's disability so that the child will be involved in and make progress in the general education curriculum
  - Meet each of the child's other educational needs that resulted from the child's disability
- A description of:
  - How the child's progress towards the annual goals will be measured
  - When periodic reports on the child's progress will be provided (such as using quarterly or other periodic reports, concurrent with the issuance of report cards)
  - How to align the alternate academic achievement standards in benchmarks or short-term objectives, for children who take the alternate assessment
- A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the child, or on behalf of the child
- A statement of the program modifications or supports for school personnel that will be provided to enable the child:
  - To advance appropriately toward attaining the annual goals

- To be involved in and make progress in the general education curriculum, and to participate in extracurricular and other nonacademic activities
- To be educated and participate with other children with disabilities and nondisabled children in the activities
- An explanation as to the reason the child will not participate with nondisabled children in the regular class and activities
- A statement of appropriate individualized accommodations that are necessary to measure the academic achievement and functional performance of the child on state and districtwide assessments
- A statement based on the Alternate Assessment Participation Decision Making Tool completed by the IEP team that includes:
  - The reason the child cannot participate in the statewide or districtwide assessment of student achievement
  - The particular alternate assessment selected is appropriate for the child
- The projected date for the beginning of the services and modifications, and the anticipated frequency, location, and duration of those services and modifications

#### *DEVELOPMENT OF AN IEP*

The required IEP form is the [PR-07](#).

In developing each child's IEP, the IEP team must consider:

- The strengths of the child
- The concerns of the parents for enhancing the education of their child
- The results of the initial or most recent evaluation of the child
- The results of the child's performance on any state or district-wide assessment programs, as appropriate
- The academic, developmental and functional needs of the child

The IEP team must consider the following special factors:

- If the child's behavior impedes the child's learning or that of others, then consider the use of positive behavioral interventions and supports (PBIS) and other strategies to address that behavior.
- If the child has limited English proficiency, the child's language needs as those needs relate to the child's IEP
- If the child is blind or visually impaired:
  - Provide instruction in braille and the use of braille, unless the IEP team determines that based on the results of the evaluation, instruction in braille or the use of braille is not appropriate for the child
  - Conduct an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs for instruction in braille or the use of braille)
  - Ensure that additional requirements for IEPs for children who are blind or visually impaired are implemented
- The communication needs of the child, and for a child who is deaf or hard of hearing, consider:
  - The child's language and communication needs

- Opportunities for direct communications with peers and professional personnel in the child's language and communication mode
- Academic level
- Full range of needs, including opportunities for direct instruction in the child's language and communication mode
- Whether the child needs assistive technology devices and services

Progress reports are provided to parents of a child with a disability at least as often as report cards are issued to all children. If the district provides interim reports to all children, progress reports must be provided to all parents of a child with a disability.

#### *DETERMINING EXTENDED SCHOOL YEAR (ESY) SERVICES*

ESY services must be provided only if a child's IEP team determines that the services are necessary for the provision of FAPE to the child.

The IEP team should consider if extended school year services are necessary to:

- Prevent significant regression of skills or knowledge retained by the child to seriously impede the child's progress toward their educational goals
- Avoid something more than adequately recoupable regression of skills or knowledge

Extended school year services signify special education and related services:

- Are provided to a child with a disability beyond the normal school year of HCBDD, in accordance with the child's IEP
- At no cost to the parents
- Meet the standards of the Department

Extended school year services:

- May happen at any time the school is not in session
- Are provided beyond the normal school year of HCBDD which includes both the days of the school year and the hours of the school day
- Are not the same as summer school, compensatory services or enrichment programs
- Shall not:
  - Limit extended school year services to particular categories of disability, or
  - Unilaterally limit the type, amount or duration of those services.

Will be provided by the LEA

Consideration for the IEP team:

- Extended school year services as part of the IEP process for children transitioning from Part C services. HCBDD and/or school district of residence shall not require any child to have previous school experience to receive extended school year services. The IEP team can use the data from Part C services.
- If the child's third birthday is during a time the school is not in session, the IEP team is not going to begin services on or before the break.
- The IEP team must determine whether the time the student will need to re-learn the skills lost is excessive, particularly compared to the time it takes nondisabled students to regain skills lost during a school break.
- The IEP team may need to collect further data and reconvene later in the school year to determine if extended school year services are needed. The team would then enter the date on the IEP when it plans to reconvene to make the determination based on data collected.



- The IEP team should consider emerging skills as part of the IEP process for children who are exhibiting beginning skillsets.
- The IEP team must consider extended school year services as part of the IEP process for children transition from part C services. A school district shall not require any child to have previous school experience to receive extended school year services. Based upon data available from the part C system, the IEP team shall determine if extended school year services are required.

Denial of ESY can be a denial of FAPE.

#### *POST-SECONDARY TRANSITION*

If the child will be 14 years old before the end of this IEP, HCBDD must do the following:

- Notify the parent that the purpose of the meeting will be to consider postsecondary goals and transition services for the child.
- Invite the child to the meeting.
- Identify any other agency that will be invited to send a representative, if the parent consents.
- Identify the transition service needs of the child, including the child's courses of study (such as participation in advanced-placement courses or a vocational education program).
- Identify appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills.
- Review and update postsecondary goals annually.

The IEP team may decide to include the child at a younger age, if determined appropriate.

#### *COMPONENTS OF THE POST-SECONDARY TRANSITION SECTION OF THE IEP*

Prior to or by the 14<sup>th</sup> birthday, the child must complete an age-appropriate transition assessment and the IEP must include:

- Post-secondary training and education
- Competitive integrated employment
- Independent living, if applicable
- Appropriate measurable goals based on the age-appropriate assessment for:
  - Postsecondary training and education
  - Competitive integrated employment
  - Independent living (if assessment data supports the need)
- The courses of study
- The transition services/activities needed to assist the child in reaching those goals

#### *FAILURE TO MEET TRANSITION OBJECTIVES*

If a participating agency other than HCBDD fails to provide the transition services described in the IEP, HCBDD must reconvene the IEP team to identify alternative strategies to meet the transition objectives written in the IEP.

There is nothing in the Operating Standards that relieves any educational agency, including a state vocational rehabilitation agency, of the responsibility to provide or pay for any transition service that

the agency would otherwise provide to children with disabilities who meet the eligibility criteria of that agency.

#### *NON-ACADEMIC AND EXTRACURRICULAR ACTIVITIES*

All students with disabilities, including parentally-placed students in nonpublic schools, are afforded the opportunity to participate in any non-academic and extracurricular activities as their nondisabled peers.

#### *LEAST RESTRICTIVE ENVIRONMENT (LRE)*

HCBDD and school district of residence ensures written least restrictive environment policies and procedures requirements are met.

The HCBDD shall ensure that to the maximum extent appropriate, children with disabilities, including children in public or nonpublic institutions or other care facilities, are educated with children who are nondisabled.

Special classes, separate schooling, or other removal of children with disabilities from the regular education environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

#### *CONTINUUM OF ALTERNATIVE PLACEMENT*

The school district of residence must ensure that a continuum of alternative placement is available to meet the needs of children with disabilities. The continuum of alternative placement may include instruction in one or more of these environments during the school day:

- Regular classes – general education with or without supplemental aids/services
- Special classes – resource room or self-contained classroom
- Special schools; separate schools
- Home instruction
- Hospitals, residential treatment, and institutions

The school district of residence ensure provisions are made for supplementary services (such as resource room or itinerant instruction) in conjunction with regular class placement. HCBDD cannot ensure these provisions, but can act as a resource for the parties involved.

#### *EDUCATION PLACEMENT*

In determining the educational placement of a child with a disability, including a preschool child with a disability, each educational agency, including HCBDD, must ensure that the placement decision is:

- Made by a group of qualified professionals, including the parents and other persons knowledgeable about the child
- Based on the interpretation of the evaluation data, and the placement options
- Made in conformity with the least restrictive environment provisions

#### The child's placement is:

- Determined at least annually
- Based on the child's IEP
- As close as possible to the child's home; unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school that the child would attend if nondisabled. Location does not mean placement. For example, if an educational agency has one multiple disability classroom and it is not in the school building closest to the child's



home, that is not a change on the continuum. The services and access to general education peers are not changing.

In selecting the LRE, consideration is given to any potential harmful effect on the child or on the quality of services that the child needs, and the child is not removed from being educated in an age-appropriate general education classroom solely because of modifications in the general education curriculum.

Placing a child on virtual school due to behavior is a change of placement because the child is receiving IEP services in an alternate setting.

#### *STATEWIDE AND DISTRICTWIDE TESTING*

HCBD must have a procedure for testing all children with disabilities to ensure the provision of their accommodations as written in the IEP.

HCBD ensures that students with disabilities are included in general state-wide assessment programs. Federal laws provide clear expectations that states will align achievement assessments with academic content standards. In Ohio, these are the three ways to assess student achievement of academic content standards:

- Participation in the general assessment with universal or designated supports (most students)
- Participation in the general assessment with allowable accommodations (some students with disabilities and English learners)
- Participation in an alternate assessment (small number of students with the most significant cognitive disabilities)

Accommodations for students with disabilities must be documented on the IEPs. Other accessibility features are not required to be documented to be provided. However, if there is an accessibility feature that an IEP team wants to ensure a student receives, the IEP team should document the feature on the student's IEP.

#### *IEP SIGNATURE*

Only the initial IEP requires parents' signature to implement the IEP.

IEP annual reviews, revisions, and amendments do not require a parent's signature to implement the IEP, unless there is a change in placement. Ohio does not require a signature (section 15 of the IEP) but requires the parent to participate in the meetings/decisions. The parent would have signed the participant page of the IEP.

Initial IEP: A parent may give consent to the full IEP services, for partial IEP services, or refuse all services.

Annual review IEP: A parent may sign in agreement with the implementation of the IEP or sign in disagreement to specific services in the IEP.

The parent is required to provide consent for a change in placement.

#### *INITIAL IEP*

The initial IEP must be developed within 30 calendar days of the eligibility determination that the child needs special education and related services.

For an initial IEP, the parent must provide consent by signing to implement:

- The special education and related services as specified in the IEP, or
- Certain areas in the IEP, or
- Not initiating special education and related services as specified in the IEP.

#### Eye examination for initial IEPs

HCBD and/or school district of residence in which the child is enrolled ensures that parents are notified that the child is required to undergo a comprehensive eye exam within three months of starting IEP services, unless the child underwent such an examination within the nine-month period immediately prior to being identified with disabilities.

No student shall be prohibited from initiating, receiving, or continuing to receive IEP services prescribed in the student's IEP because he or she has not undergone the required eye examination.

#### *IEP TEAM MEMBERS*

Required members of the IEP team include:

- The child's parents
- At least one general education teachers, if the child is or may be participating in the regular education environment
- At least one special education teacher of the child or, where appropriate, a special education provider of the child
- HCBDD may designate an HCBDD employee of the IEP team to serve as the HCBDD representative. The school district may also designate an employee of the district to serve as the district representative. A representative of HCBDD and/or school district of residence who:
  - Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities
  - Knows the general education curriculum
  - Knows about the availability of resources of HCBDD and or school district of residence
- Someone who can interpret the instructional implications of the evaluation results, who may be one of the team noted previously
- Individuals who have knowledge or special expertise regarding the child, including related services personnel, can be invited based on the parents or HCBDD determination
- The child must be invited to all IEP meetings starting at age 14 (if appropriate at a younger age)
- Note: The related service provider is not a required team member, unless the related service is the only specially designed instruction that the student receives. Then the related services provider takes the place of the intervention specialist as a required team member.

#### *ADDITIONAL IEP TEAM MEMBERS FOR CHILD UNDER PART C (EARLY INTERVENTION)*

At the request of the parent, an invitation to the initial IEP team meeting must be sent to the early intervention service coordinator or another representative to assist with the smooth transition of services.

#### *IEP MEETINGS*

##### Parent participation

HCBD ensures that one or both parents of a child with a disability are present at each IEP team meeting or are afforded the opportunity to participate, including:



- Notifying the parents of the meeting in a reasonable time to ensure that they will have an opportunity to attend
- Scheduling the meeting at a mutually agreed upon time and place

#### Parent invitation

A notice to a parent regarding an IEP meeting includes the following:

- The purpose
- Time and location of the meeting
- Who will be in attendance:
  - A list of individuals invited, such as the early intervention service coordinator or other representatives of the Part C system at the initial IEP meeting
  - Individuals who have knowledge or special expertise about the child
- If the IEP will be in effect when the child turns 14, and if determined appropriate by the IEP team, the notice must indicate:
  - The child will be invited to the meeting
  - The purpose of the meeting must include:
    - The development of a statement of postsecondary transition services needs
    - Consideration of the postsecondary goals and transition services
  - Any other agency identified as a representative of the child

#### Other methods to ensure parents' participation

If neither parent can attend an IEP team meeting, HCBDD uses other methods to ensure parent participation, including individual or conference telephone calls, virtual meetings consistent with and related to alternative means of meeting participation.

#### Conducting an IEP team meeting without a parent in attendance

HCBDD keeps a record of its attempts to arrange a mutually agreed upon time and place, such as:

- Detailed records of telephone calls made or attempted and the results of those calls
- Copies of correspondence sent to the parents and any responses received
- Detailed records of visits made to the parents' home or place of employment and the results of those visits

A meeting can be conducted without a parent in attendance if the abovementioned attempts have been unsuccessful.

#### General education teacher requirement

A general education teacher who is a member of a child's IEP team, must participate in the development of the IEP, including the determination of:

- Appropriate positive behavioral interventions and supports and other strategies for the child
- Supplementary aids and services, program modifications and support for school personnel

#### Secondary Transition services participants

- HCBDD invites a child with a disability to attend the child's IEP team meeting if a purpose of the meeting will be the consideration of the postsecondary goals for the child and the transition services needed to assist the child in reaching those goals.

- If the child does not attend the IEP team meeting, HCBDD takes other steps to ensure that the child's preferences and interests are considered.
- HCBDD invites a representative of any participating agency that is likely to be responsible for providing or paying for transition services with the consent of the parents or a child who has reached the age of majority.

#### IEP Team attendance and excusal

- All IEP team members are required to participate in the meetings.
- A member of the IEP team is not required to attend an IEP team meeting, in whole or in part, if the parent of a child with a disability and HCBDD and/or school district of residence agrees, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.
- A member of the IEP team may be excused from attending an IEP team meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if:
  - The parent and HCBDD and/or school district of residence consent to the excusal in writing
  - The member submits in writing their input into the development of the IEP to the parent and the IEP team prior to the meeting

#### Use of interpreters

HCBDD or school district of residence takes necessary measures to ensure that the parent understands the proceedings of the IEP team meeting, such as arranging for an interpreter for parents with deafness or whose native language is other than English or any other necessary accommodations.

#### IMPLEMENTATION OF IEPs

HCBDD ensures the IEP is developed and implemented for each child with a disability, and the services identified in the child's IEP are provided as agreed upon with the child's school district of residence.

Each child identified as a child with a disability within its jurisdiction has an IEP on or before the child's third birthday and at the beginning of each subsequent school year.

The IEP shall be implemented as soon as possible following the IEP meeting or within 30 days of special education eligibility determination.

#### Accessibility of IEP to teachers and others

HCBDD ensures that the child's IEP is accessible to each regular education teacher, special education teacher, related services provider, and any other service provider who is responsible for implementing the IEP, and that each teacher and provider is informed of:

- The teacher's and provider's specific responsibilities related to implementing the child's IEP
- The specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP

#### PROGRESS REPORT

IEP and transition progress reports must include:

- A description of progress toward the completion of the IEP goals and transition services provided to the parent at least as often as report cards are issued to all children



- If the school district provides interim reports to all children, progress reports are provided to all parents of a child with a disability concurrent with the issuance of progress reports for students without a disability.

#### *REVIEW AND REVISION OF IEPs*

HCBD ensures the IEP team:

- Reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved
- Revises the IEP, as appropriate, to address:
  - Any lack of expected progress toward the annual goals and in the general education curriculum, if appropriate
  - The results of any reevaluation conducted
  - Information about the child provided to, or by, the parents
  - The child's anticipated needs or
  - Other matters

In conducting a review of the child's IEP, the IEP team must consider the special factors.

A regular education teacher of the child, as a member of the IEP team, must participate in the review and revision of the IEP of the child.

#### *AMENDMENT AND MODIFICATION OF IEP*

If changes are needed to be made to an IEP after the annual IEP review, the parent of a child with a disability and HCBDD may agree to not reconvene a full IEP team meeting for the purposes of making those changes to the IEP, but may develop a written document to amend or modify the child's current IEP.

If the IEP team amends or modifies the current IEP, HCBDD ensures that the child's full IEP team, teachers, and providers are informed of those changes.

The annual review date for the amended or modified IEP does not change. The review date will change upon a complete review and revision of the child's IEP.

After amending the IEP, HCBDD must send a copy of the amended IEP to the parent within 30 days of the date the IEP was amended.

#### *IEP TRANSFERS*

##### IEPs for children who transfer school districts in the same state

When a child with an IEP in effect transfers within Ohio and enrolls in a new educational agency within the same school year, the new educational agency (in consultation with the parents) must provide FAPE to the child (including services comparable to those described in the child's IEP from the previous educational agency), until the new educational agency either:

- Adopts the child's IEP from the previous educational agency, or
- Develops and implements a new IEP that meets the requirements of the Operating Standards **within 30 days**.

#### IEPs for children who transfer from another state

When a child with an IEP that had been in effect in another state transfers to an educational agency in Ohio and enrolls within the same school year, the new educational agency (in consultation with the parents) ensures FAPE (including services comparable to those described in the child's IEP from the previous out of state school) is provided to the child, until the new educational agency decides if it needs to:

- Adopt the out of state IEP (if determined to meet Ohio requirements, or
- Conduct an initial evaluation (if determined to be necessary by the new school district), or
- Develop and implement a new IEP that meets the requirements of the Operating Standards.

#### *TRANSFER OF RIGHTS AT AGE OF MAJORITY*

When a child with a disability reaches the age of majority under Ohio law (eighteen years of age), all rights accorded to parents under Part B of the IDEA usually transfer to the child.

- By the child's 17<sup>th</sup> birthday, the IEP must include a statement that the child has been informed of the child's rights that will transfer to the child on reaching the age of majority (18 years old).
- The parent and the child must sign and date this section of the IEP.

For children who are incarcerated in an adult or juvenile state or local correctional institution, the educational agency must provide notice to the parent and child of the transfer of rights at age of majority.

All education rights that the parent had would transfer at age of majority to the child who is incarcerated in an adult or juvenile state or local correctional institution.

#### *INCARCERATED YOUTH*

The IEP team must amend the child's IEP to address placement at the juvenile detention center or adult jails and make amendments to the IEP as necessary to ensure FAPE is provided to the child.

#### *TRANSMITTAL OF EDUCATION RECORDS BETWEEN EDUCATIONAL AGENCIES*

The new educational agency must obtain the child's education records within 30 days of the child's enrollment, including the IEP and supporting documents, as well as any other records relating to the provision of special education or related services to the child, from the previous educational agency in which the child was enrolled.

All special education records must be transferred to the new educational agency or nonpublic school regardless of fees owed to the educational agency.

The previous educational agency must respond to the request for the education records within 30 days of the notification of the child's enrollment into the new educational agency.

**Commented [KB7]:** This isn't the responsibility of HCBDD. This is the responsibility of the school district correct?

**Commented [lb8R7]:** Correct

# Student Discipline

## Policy

The school district of residence ensures that children with disabilities, their parents, and public agencies are provided an opportunity to resolve disputes regarding identification, evaluation, or educational placement of a child with a disability or the provision of a free appropriate public education (FAPE).

## Procedure

### **HCBDD:**

#### *REMOVALS*

May remove a child with a disability who violates a code of student conduct from his or her current placement for not more than 10 consecutive school days. The regulation does not permit using repeated disciplinary removals of 10 school days or less as a means of avoiding the change in placement options.<sup>5</sup>

#### *CHANGE OF PLACEMENT BECAUSE OF DISCIPLINARY REMOVALS*

For purposes of removals of a child with a disability from the child's current educational placement, a change of placement occurs if:

- The removal is for more than 10 consecutive school days, **or**
- The child has been subjected to a series of removals that constitute a pattern because:
  - The series of removals total more than 10 school days in a school year
  - The child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals and
  - Additional factors, such as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another

Determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.

#### *REMOVAL NOTIFICATION*

Notifies parent of the decision to remove a child from his or her current placement on the date HCBDD makes the decision and provides the parent with the procedural safeguard notice.

Provides prior written notice to the parent of a child with a suspected or confirmed disability prior to a change in placement that is a result of a disciplinary action.

#### *MANIFESTATION DETERMINATION*

Conducts a manifestation determination review within 10 school days of any decision to change the child's placement because of a misconduct violation.

HCBDD and the relevant IEP team members, including parents, must:

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<sup>5</sup> Federal register, vol 71 no. 156 page 46715

- Review all relevant information in the child's file, including the child's IEP, teacher's observations, and any relevant information provided by the parents
- Determine if the conduct in question was caused by the child's disability, or if it was the direct result of HCBDD's failure to implement the child's IEP

If the misconduct was determined to be a manifestation of the child's disability, the IEP team must:

- Conduct a functional behavioral assessment (FBA), or
- If an FBA was completed before the behavior that resulted in the change of placement occurred, review the behavior intervention plan (BIP) and modify as needed to address the behavior, and
- Return the child to their prior placement unless the team determined otherwise based on the BIP

If the change of placement is more than 10 days and the manifestation determination hearing concluded that the child's behavior which resulted in the violation was not related to the disability, then HCBDD can proceed as it would with a nondisabled child.

If the removal is a change of placement, HCBDD must provide the parent a prior written notice and the child's IEP team must determine:

- The appropriate services
- The interim alternative educational setting for the child to receive special education and related services

#### **SERVICES**

The school district of residence must, for a child with a disability who has been removed from the child's current placement:

- Continue to provide educational services, so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP
- Conduct a functional behavioral assessment or ensure that one is conducted by HCBDD
- Provide behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur

The services required may be provided in an interim alternative educational setting.

After a child with a disability has been removed from the child's current placement for ten school days in the same school year, if the current removal is for not more than ten consecutive school days and is not a change of placement under this rule, school personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

Is only required to provide services during periods of removal to a child with a disability who has been removed from the child's current placement for ten school days or less in that school year, if it provides services to a child without disabilities who is similarly removed.

Although not required, educational agencies are encouraged to provide services during such short-term removals to assist children with disabilities to continue to make progress toward their IEP goals



and prevent them from falling behind. (See OSEP's Questions and Answers: Addressing the Needs of Children with Disabilities and IDEA's Discipline Provisions July 19, 2022.)

#### *SPECIAL CIRCUMSTANCES*

School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, if the child:

- Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of the Department of Education and Workforce or HCBDD
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of HCBDD, or
- Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of HCBDD.

#### *PROTECTIONS FOR CHILDREN NOT DETERMINED ELIGIBLE FOR SPECIAL EDUCATION AND RELATED SERVICES*

A child who has not been determined to be eligible for special education and related services but who has engaged in behavior that violated a code of student conduct may assert any of the protections provided under IDEA if the educational agency had knowledge that the child was a child with a disability before the behavior that precipitated the disciplinary action occurred. *HCBDD'S BASIS OF KNOWLEDGE*  
HCBDD has knowledge that a child is a child with a disability before the behavior that precipitated the disciplinary action occurred, if:

- The parent of the child expressed concern in writing that the child is in need of special education and related services to:
  - A supervisory or administrative personnel of HCBDD, or
  - A teacher of the child
- The parent of the child requested an evaluation of the child, or
- The teacher of the child, or other personnel of HCBDD, expressed specific concerns about a pattern of behavior demonstrated by the child directly to the director of special education of the HCBDD or school district of residence or to other supervisory personnel of the HCBDD.


HCBDD or school district of residence would not be deemed to have knowledge if the parent of the child:

- Did not allow an evaluation of the child, or
- Refused services, or
- After an evaluation, the child was determined to not be a child with a disability.

#### *CONDITIONS THAT APPLY IF NO BASIS OF KNOWLEDGE*

HCBDD only serves students with disabilities. However if an educational agency does not have knowledge that a child is a child with a disability prior to taking disciplinary measures against the child, the child may be subjected to the disciplinary measures applied to children without disabilities who engage in comparable behaviors.

If a request is made for an evaluation of a child during the time period in which the child is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.



Until the evaluation is completed, the child remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

The educational agency eligibility determination decision must take into consideration information from the evaluation conducted by the educational agency and information provided by the parents.

If the child is determined to be a child with a disability, the agency must provide special education and related services.

*REFERRAL TO AND ACTION BY LAW ENFORCEMENT AND JUDICIAL AUTHORITIES*

May report a crime committed by a child with a disability to appropriate authorities or state law enforcement and judicial authorities.

# Non-Public Schools (OAC 3301-51-08)

## Policy

This state model policy does not apply to HCBDD, but is the responsibility of the LEA. Each educational agency locates, identifies, and evaluates all children with disabilities who are enrolled by their parents in private schools, including religious, elementary schools, and secondary schools, located in the educational agency's geographical boundaries.

Each school district ensures equitable services and participation for eligible children who are attending a chartered or non-chartered nonpublic school located within the district's geographical boundaries.

The school district ensures timely and meaningful consultation with the chartered and non-chartered nonpublic school officials to determine if any children attending those nonpublic schools are eligible for equitable services.

## Procedure

### THE SCHOOL DISTRICT OF RESIDENCE:

#### *CHILD FIND FOR PARENTALLY PLACED NONPUBLIC SCHOOL CHILDREN WITH DISABILITIES*

The child find process must be designed to ensure:

- The equitable participation of parentally placed private school children
- An accurate count of those eligible children

#### *DISTRICT PLACEMENT IN NONPUBLIC SCHOOLS*

Before a public school district places a child with a disability in, or refers a child to, a nonpublic school or facility, the district must initiate and conduct a meeting to develop an IEP for the child in accordance with the IEP rule.

The district must ensure that a representative of the nonpublic school or facility attends the meeting. If the representative cannot attend, the district must use other methods to ensure participation by the nonpublic school or facility, including individual or conference telephone calls or virtual meetings.

**Commented [KB9]:** They seem to use district and educational agency interchangeably here.

**Commented [lb10R9]:** Again, not us but LEA

After a child with a disability enters a nonpublic school or facility, any meetings to review and revise the child's IEP may be initiated and conducted by the nonpublic school or facility at the discretion of the public educational agency.

If the nonpublic school or facility initiates and conducts these meetings, the public educational agency must ensure that the parents and an educational agency representative:

- Are involved in any decision about the child's IEP
- Agree to any proposed changes in the IEP before those changes are implemented

Even if a nonpublic school or facility implements a child's IEP, responsibility for compliance with this rule remains with the public educational agency and the Department.



### *CONSULTATION*

To ensure timely and meaningful consultation, the school district where the nonpublic school is located must consult with nonpublic school representatives and representatives of parents of parentally placed nonpublic school children with disabilities during the design and development of special education and related services for the children regarding the child find process:

- How parentally placed nonpublic school children suspected of having a disability can participate equitably
- How parents, teachers, and nonpublic school officials will be informed of the process

In carrying out the requirements of child find, the district must undertake activities similar to the activities undertaken for the districts's public-school children.

When conducting child find, evaluations and service activities, HCBDD must follow all the IDEA and the FERPA confidentiality requirements when serving children with disabilities attending chartered and non-chartered nonpublic schools.

### *OUT-OF-STATE PARENTALLY PLACED CHILDREN*

Children from out of state who are parentally placed in an Ohio nonpublic school fall under the child find obligation. Each district must fulfill its child find obligations for parentally placed children including religious, elementary schools and secondary schools located in the education agency's geographical boundaries whose residence is in another state.

The child find process must be completed in a time period comparable to that for students attending public schools in the district's geographical boundaries.

The cost of child find requirements, including individual evaluations, may not be considered in the determination that the district has met its obligation to expend proportionate share funds to provide equitable services.

### *EVALUATIONS*

The public school district in which the nonpublic school is located is responsible for conducting the evaluations either directly or through contract.

District of residences are responsible for conducting the evaluations of homeschooled children.

### *IEP AND INDIVIDUALIZED SERVICES PLAN*

Only the public school district in which the nonpublic school is located can develop an individual service plan (ISP). The public school district must initiate and conduct meetings to develop, review, and revise a services plan and ensure that a nonpublic school representative attends each meeting.

### Consultation process

The consultation process among the school district where the nonpublic school is located, nonpublic school officials, and representatives of parents of parentally placed nonpublic school children with disabilities, including how the process will operate throughout the school year to ensure that parentally placed children with disabilities identified through the child find process can meaningfully participate in special education and related services.

### Provision of special education and related services

How, where, and by whom special education and related services will be provided for parentally placed nonpublic school children with disabilities, including a discussion of:

- The types of services, including direct services and alternate service delivery mechanisms
- How special education and related services will be apportioned if funds are insufficient to serve all parentally placed nonpublic school children
- How and when those decisions will be made
- Written explanation by the school district regarding services

If the school district where the nonpublic school is located disagrees with the views of the nonpublic school officials on the provision of services or the types of services (whether provided directly or through a contract), the school district where the nonpublic school is located shall provide to the nonpublic school officials a written explanation of the reasons why the school district chose not to provide services directly or through a contract.

The services plan must:

- Be developed to meet IEP requirements as outlined in the IEP rule and to the extent appropriate
- Be individually developed for each participating child using the services plan form, i.e., IEP form, included in the school districts' approved forms
- Be developed, reviewed, and revised consistent with the IEP requirements

Homeschooled and parentally placed children who accept the Jon Peterson Special Needs or Autism Scholarship give up the right to FAPE.

### **THE SCHOOL DISTRICT OF RESIDENCE**

Is not required to pay for the cost of FAPE of a child with a disability at a nonpublic school or facility if:

- The school district of residence made FAPE available to the child in the public school, **and**
- The parents elected to place the child in the nonpublic school or facility.

## Transportation (OAC 3301-51-10)

### Policy

The public school district ensures transportation is provided for a child if transportation is written in the IEP as a related service.

The public school district ensures transportation is provided to a parentally placed nonpublic school child with a disability if it is necessary for the child to benefit from or participate in the services.

### Procedure

School district means city, local, exempted village, educational service center, community school, STEM school, boarding school, or county board of developmental disabilities, for purposes of this rule.

Special transportation means vehicle transportation service required by the individualized education program of a child with disabilities or any applicable state or federal law

Children with disabilities in this rule refers to those ages 3-21.

#### **THE SCHOOL DISTRICT**

Ensures that:

- Transportation is provided to and from school, between schools, and in and around school buildings during normal school hours and outside of normal school hours if included on the child's individualized education program
- The school district establishes when the child's needs are such that information to ensure the safe transportation and well-being of the child is necessary to provide such transportation

Weekend travel on Saturday or Sunday for residential schools is permitted.

#### **COMMUNITY SCHOOL:**

A community school governing authority shall provide or arrange transportation free of any charge for any child with disabilities enrolled in the school for whom the child's individualized education program specifies transportation in accordance with section 3314.091 of the Revised Code.

#### **PARENTALLY PLACED:**

For transportation purposes, a child with disabilities that is parentally placed in a nonpublic school shall be entitled to transportation the same as any child without disabilities attending a nonpublic school in accordance with section 3327.01 of the Revised Code.

# Comprehensive Coordinated Early Intervening Services

## Policy

The school district ensures use of 15% of its IDEA Part B allocation for comprehensive coordinated early intervening services (CCEIS) if the Department determines that a district has significant disproportionality based on race or ethnicity with respect to the identification of children with disabilities, the identification of children in specific disability categories, the placement of children with disabilities in particular educational settings, or the taking of disciplinary actions.

## Procedure

Comprehensive coordinated early intervening services include:

- Activities that include professional development, educational and behavioral evaluations, services and supports to the identified student population as described above
- A review and assessment of the factors contributing to the significant disproportionality, including a lack of access to scientifically based instruction; economic, cultural or linguistic barriers to appropriate identification or placement in particular educational settings; inappropriate use of disciplinary removals; lack of access to appropriate diagnostic screenings; differences in academic achievement levels, and
- A review of the policies, practices, or procedures contributing to the significant disproportionality, including a policy, practice, or procedure that results in a failure to identify, or the overidentification of, a racial or ethnic group (or groups).


When identified as significantly disproportionate, the district must use 15% of its IDEA Part B Allocation to serve children ages three through grade 12, particularly, but not exclusively, children in those groups identified as significantly disproportionate:

- Children who are not currently identified as needing special education or related services, but who need additional academic and behavioral support to succeed in a general education environment
- Children with disabilities, but not limited only to such children
- Preschool children

Funds must be expended within the period of availability of the fiscal year in which the funds were reserved. The amount budgeted for comprehensive coordinated early intervening services and the budget narrative of the use of funds must be documented in the district's IDEA Part B grant application for the fiscal year in which the funds were reserved.

Educational agencies that are mandated to budget and expend 15% of their IDEA Part B allocation for these services are obligated to track and report the following:

- The amount of the reserved funds that are expended within a fiscal year and any carryover of unexpended funds to the following fiscal year
- The number of students who receive comprehensive coordinated early intervening services

- 
- Of those students who received comprehensive coordinated early intervening services, the number who subsequently received special education and related services within two years after receiving comprehensive coordinated early intervening services

## Glossary

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### College Credit Plus (CCP)

CCP classes are college-level courses that permit students to earn college credit while earning credits to graduate from high school. CCP courses must meet certain standards to maintain college-level accreditation. Districts are not required to implement individualized education programs (IEPs) for CCP classes and college-level courses may not be permitted to implement every accommodation and modification listed in a student's IEP.

### Destruction

Destruction means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.

### Educational Agency

- School districts, including school districts of service, open enrollment school districts, community schools
- The Ohio Department of Youth Services, and joint vocational school districts
- Juvenile justice facilities, educational service centers, county boards of developmental disabilities
- Any department; division; bureau; office; institution; board; commission; committee; authority; or other state or local agency, other than a school district or an agency administered by the Department of Developmental Disabilities, that provides or seeks to provide special education or related services to children with disabilities, unless [Chapter 3323](#) of the Revised Code or a rule adopted by the state board of education specifies that another school district, other educational agency, or other agency, department, or entity is responsible for ensuring compliance with Part B of the IDEA.

### Education Records

Records that are directly related to a student and are maintained by an educational agency or institution or by a party acting for the agency or institution and covered under the definition of "education records" in 34 C.F.R. Part 99 (January 14, 2013) (the regulations implementing the Family Educational Rights and Privacy Act of 1974, August 1974, 20 U.S.C. 1232g (FERPA))

### Free Appropriate Public Education (FAPE)

Free appropriate public education (FAPE) means students receive special education and related services that are provided at public expense, under public supervision and direction, and without charge; those services meet the standards of the Department; include an appropriate preschool, elementary school, or secondary school education; and are provided in conformity with a student's Individualized Education Program (IEP).

## Individualized Education Program (IEP)

An IEP means a written statement for each child with a disability that is developed, reviewed, and revised in a meeting.

## Initial Evaluation Team

The initial evaluation team includes the parents and a group of qualified professionals.

## Informed Parental Consent

The parent:

- Has been fully informed of all information relevant to the activity for which consent is sought, in the parent's native language, or other mode of communication
- Understands and agrees in writing to the carrying out of the activity for which the parent's consent is sought, and the consent describes that activity and lists the records (if any) that will be released and to whom
- Understands that the granting of consent is voluntary on the part of the parent and may be revoked at any time. If a parent revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked).

## Least Restrictive Environment (LRE)

Children with disabilities must be educated in the same environment as children without disabilities as much as possible based on the children's needs. For specific requirements of LRE, see [Ohio Administrative Code 3301-51-09](#).

## Modification

- Changes what a student is taught or expected to learn
- Modifications to grade-level learning change the expectation to learn the full breadth and/or depth of content

## Parent

- A biological or adoptive parent of a child (**Exception:** unless biological or adoptive parent lacks legal authority to make educational decision for the child)
- A guardian generally authorized to act as the child's parent, or authorized to make educational decisions for the child (but not if the child is a ward of the State)
- An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare, or
- A surrogate parent who has been appointed.

## Participating Agency

Any agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the IDEA.

## Personally Identifiable Information

Information that contains:

- The name of the child, the child's parent, or other family member
- The address of the child
- A personal identifier, such as the child's social security number or student number, or
- A list of personal characteristics or other information that would make it possible to identify the child with reasonable certainty.

## Public Expense

The district either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent of the student.

## Prior Written Notice

A written notice provided to the parent of the educational agency's proposals or refusal regarding initiating or changing the identification, evaluation or placement of the children.

## Re-Evaluation Team

The re-evaluation team includes the IEP team and other qualified professionals.

## Student Profiles

Summarize all current and relevant strengths, educational needs and performance levels of the child.

## Transfer of student records

Requires schools to provide a transfer student's records to the new school within 5 days of the request. Schools can withhold records if a student owes \$2,500 or more.

**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: <del>6/19/2018; 1/19/21; 2/15/22; 1/21/25</del> ; <u>2/18/25</u>		
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.
- (c) Approved classification title changes, reclassifications, and any other related changes must be reflected on all applicable payroll, personnel, and operational records.

**(C) 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.

**(D) 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 work the building 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 offices 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.

**(E) 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.

**(F) PAYROLL DEDUCTIONS**

(1) 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.

**(G) 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, and when travel extends overnight.
- (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 15% 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.

#### **(H) 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.

#### **(I) 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.

#### **(J) INSURANCE COVERAGE**

(1) 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.

(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 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: 30
Title: Personnel – Benefits & Leave		
Regulatory Authority:		
Effective Dates: 5/15/18, Revision Dates: February 20, 2024		
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, step parents, stepchildren, step siblings, 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 worked. 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 statement 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 (¼) 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 are entitled to paid vacation leave according to the following eligibility guidelines:

<u>Length of Service</u>	<u>Days</u>	<u>Full-Time Hours</u>
After one (1) year of service	10 days	(80 hours)
After eight (8) years of service	15 days	(120 hours)
After 15 years of service	20 days	(160 hours)
After 25 years of service	25 days	(200 hours)

(2) During the employee's first year of employment, the employee cannot take 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.

(3) 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.

(4) 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:

1. They have had no disciplinary action within the 12 months prior to the anniversary date.
2. They have taken no leave without pay within the 12 months prior to their anniversary date.

(5) Employees shall be notified in writing at least annually of their accumulated number of vacation hours.

- (6) 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.
- (7) Additional vacation leave is not accrued through the accumulation of paid overtime.
- (8) Vacation scheduling is subject to the approval of the supervisor.
- (9) 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.
- (10) An employee may not take his or her vacation leave prior to its being earned.
- (11) 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.
- (12) 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.

**(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 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.

**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 the 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) ASSAULT LEAVE**

(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 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 a reasonable accommodation. Such 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 advanced 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 involuntarily 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 advanced 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 Employee's Retirement Board and application for reinstatement shall not be filed after the date of service eligibility retirement.
- (i) 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.

**(O) HOLIDAYS**

(1) 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

(2) 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.

(3) 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.

(4) 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.

(5) 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:
  - (i) Upon the birth of an employee's child and in order to care for the child;
  - (ii) Upon the placement of a child with an employee for adoption or foster care;
  - (iii) When an employee is needed to care for a family member who has a serious health condition;
  - (iv) When an employee is unable to perform the functions of his position because of the employee's own serious health condition; and
  - (v) Qualifying service member 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:
  - (i) Inpatient care;
  - (ii) 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.
  - (iii) Any period of incapacity due to pregnancy or for prenatal care.
  - (iv) 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.
  - (v) 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.).
  - (vi) 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) Family member: Spouse, child, parent or a person who stands “*in loco parentis*” to the employee.
- (g) Covered Service-member: Means either:
- (i) 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
  - (ii) 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.
  - (iii) 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:
- (i) 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

- (ii) 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:

- (i) 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.
- (ii) 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.

- (l). Deployment to a foreign country: Deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the U.S., including international waters.
- (m). Qualifying Exigency (for purposes of the twelve (12)-week qualifying exigency leave) includes any of the following:
  - (i) 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;
  - (ii) 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;
  - (iii) 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;
  - (iv) 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;

- (vi) 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;

- (viii) 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
- (viii) 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.
  - (i) 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.

- (ii) 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:

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.

**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:

(i) The Covered Employee's Voluntary separation from employment including resignation for any reason;

(ii) The Covered Employee's involuntary termination for any reason except "gross misconduct;" or

(iii) 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:

(i) Death of the Covered Employee;

(ii) The Covered Employee's loss of benefits by virtue of becoming eligible for Medicare; or

(iii) 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:
  - (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.

- (ii) 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:
- The Hardin County Board shall notify the plan administrator of the Qualifying Event no more than 30 days after that event occurs.
  - 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 Employee's family status* shall be issued as follows:
- (i) 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.
- (ii) 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:
  - (i) At the end of the Coverage Period;
  - (ii) 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;”
  - (iii) The first day for which timely payment is not made to the plan;
  - (iv) 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;
  - (vi) 30 days after the date a Qualified Beneficiary receiving the 11 month COBRA extension due to disability is ruled no longer disabled or
  - (vii) For Qualified Beneficiaries other than the Covered Employee and provided insurance was not otherwise terminated, 36 months after the Covered Employee qualifies for Medicare.

	2025-2026 AUGUST	PS Time	SA Time	SK
F	1			
S	2			
S	3			
M	4			
T	5			
W	6			
TH	7			
F	8			
S	9			
S	10			
M	11			
T	12	SWD	SWD	Staff Work Day: Classroom Prep
W	13	SWD	SWD	Classroom Prep/ PS Parent Meetings
TH	14	SWD	SWD	Opening Day PD
F	15	2.50	SWD	Delegated Nursing Training
S	16			
S	17			
M	18	SWD	6.75	PS Parent Meetings; SA First Day
T	19	SWD	6.75	PS Parent Meetings
W	20	3.25	6.75	PS IEP Attend
TH	21	3.25	6.75	PS IEP Attend
F	22	SWD	6.75	
S	23			
S	24			
M	25	3.25	6.75	All PS students attend
T	26	3.25	6.75	
W	27	3.25	6.75	
TH	28	3.25	6.75	
F	29	SWD	6.75	
S	30			
S	31			
	<b>Total Hours</b>	<b>22.00</b>	<b>67.50</b>	
	<b>Aide WD</b>	<b>14.00</b>	<b>14.00</b>	
	<b>IS WD</b>	<b>14.00</b>	<b>14.00</b>	
	<b>Total Student Days</b>	<b>6.00</b>	<b>10.00</b>	
	<b>Total Bus Days</b>	<b>6.00</b>	<b>10.00</b>	

	<b>SEPTEMBER 25-26</b>	<b>PS Time</b>	<b>SA Time</b>	<b>SK</b>
M	1	<b>NS</b>	<b>NS</b>	No School - Labor Day HOLIDAY
T	2	<b>NS</b>	<b>NS</b>	No School-Fair Day
W	3	3.25	6.75	
TH	4	3.25	6.75	
F	5	7.00	6.75	Family Fair Day
S	6			
S	7			
M	8	3.25	6.75	
T	9	3.25	6.75	
W	10	3.25	6.75	
TH	11	3.25	6.75	
F	12	<b>SWD</b>	6.75	
S	13			
S	14			
M	15	3.25	6.75	
T	16	3.25	6.75	
W	17	3.25	6.75	
TH	18	3.25	6.75	
F	19	<b>SWD</b>	6.75	
S	20			
S	21			
M	22	3.25	6.75	
T	23	3.25	6.75	
W	24	3.25	6.75	
Th	25	3.25	6.75	
F	26	<b>SWD</b>	<b>SWD</b>	No Students: School Age PD
S	27			
S	28			
M	29	3.25	6.75	
T	30	3.25	6.75	
	<b>Monthly Total</b>	<b>59.00</b>	<b>128.25</b>	
	<b>ECE SWD</b>	20.00	20.00	
	<b>Aide WD</b>	20.00	20.00	
	<b>IS WD</b>	20.00	20.00	
	<b>Total Student Days</b>	17.00	19.00	
	<b>Total Bus Days</b>	16.00	18.00	

	<b>OCTOBER 25-26</b>	<b>PS Time</b>	<b>SA Time</b>	<b>SK</b>
W	1	3.25	6.75	
TH	2	3.25	6.75	
F	3	7.00	6.75	Zoo Day
S	4			
S	5			
M	6	3.25	6.75	
T	7	3.25	6.75	
W	8	3.25	6.75	
TH	9	3.25	6.75	
F	10	SWD	6.75	
S	11			
S	12			
M	13	3.25	6.75	
T	14	NS	NS	Columbus Day: Holiday
W	15	3.25	6.75	
TH	16	3.25	6.75	
F	17	SWD	6.75	
S	18			
S	19			
M	20	3.25	6.75	
T	21	3.25	6.75	
W	22	3.25	6.75	
TH	23	3.25	6.75	
F	24	SWD	SWD	No Students: School Age PD
S	25			
S	26			
M	27	3.25	6.75	
T	28	3.25	6.75	
W	29	3.25	6.75	
TH	30	3.25	6.75	
F	31	SWD	6.75	
	<b>Monthly Total</b>	<b>62.25</b>	<b>141.75</b>	
	<b>ECE SWD</b>	23.00	23.00	
	<b>Aide WD</b>	23.00	23.00	
	<b>IS WD</b>	23.00	23.00	
	<b>Total Student Days</b>	18.00	21.00	
	<b>Total Bus Days</b>	17.00	20.00	

	NOVEMBER 25-26	PS Time	SA Time	SK
S	1			
S	2			
M	3	3.25	6.75	
T	4	3.25	6.75	
W	5	3.25	6.75	
TH	6	3.25	6.75	
F	7	SWD	6.75	
S	8			
S	9			
M	10	3.25	6.75	
T	11	NS	NS	No School Veterans Day HOLIDAY
W	12	3.25	6.75	
TH	13	3.25	6.75	
F	14	SWD	6.75	
S	15			
S	16			
M	17	3.25	6.75	
T	18	3.25	6.75	
W	19	3.25	6.75	
TH	20	3.25	6.75	PTC Evening
F	21	SWD	SWD	No Students: School Age PD
S	22			
S	23			
M	24	2.50	NS	No Students PTC
T	25	NS	NS	No School - Thanksgiving HOLIDAY
W	26	NS	NS	No School - Thanksgiving HOLIDAY
TH	27	NS	NS	No School - Thanksgiving HOLIDAY
F	28	NS	NS	No School - Thanksgiving Break
S	29			
S	30			
	<b>Monthly Total</b>	<b>38.25</b>	<b>87.75</b>	
	<b>ECE SWD</b>	14.00	14.00	
	<b>Aide WD</b>	14.00	14.00	
	<b>IS WD</b>	14.00	14.00	
	<b>Total Student Days</b>	11.00	13.00	
	<b>Total Bus Days</b>	11.00	13.00	

	DECEMBER 25-26	PS Time	SA Time	SK
M	1	3.25	6.75	
T	2	3.25	6.75	
W	3	3.25	6.75	
TH	4	3.25	6.75	
F	5	SWD	6.75	
S	6			
S	7			
M	8	3.25	6.75	
T	9	3.25	6.75	
W	10	3.25	6.75	
TH	11	3.25	6.75	
F	12	SWD	6.75	
S	13			
S	14			
M	15	3.25	6.75	
T	16	3.25	6.75	
W	17	3.25	6.75	
TH	18	3.25	6.75	
F	19	SWD	6.75	
S	20			
S	21			
M	22	NS	NS	No School-Christmas Break
T	23	NS	NS	No School-Christmas Break
W	24	NS	NS	No School-Christmas Break
TH	25	NS	NS	No School-Christmas
F	26	NS	NS	No School-Christmas Break
S	27			
S	28			
M	29	NS	NS	No School-Christmas Break
T	30	NS	NS	No School-Christmas Break
W	31	NS	NS	No School-Christmas Break
	<b>Monthly Total</b>	<b>39.00</b>	<b>101.25</b>	
	<b>ECE SWD</b>	17.00	17.00	
	<b>Aide WD</b>	17.00	17.00	
	<b>IS WD</b>	17.00	17.00	
	<b>Total Student Days</b>	12.00	15.00	
	<b>Total Bus Days</b>	12.00	15.00	

	<b>JANUARY 25-26</b>	<b>PS Time</b>	<b>SA Time</b>	<b>SK</b>
TH	1	<b>NS</b>	<b>NS</b>	No School-HOLIDAY
F	2	<b>NS</b>	<b>NS</b>	No School-Christmas Break
S	3			
S	4			
M	5	3.25	6.75	
T	6	3.25	6.75	
W	7	3.25	6.75	
TH	8	3.25	6.75	
F	9	<b>SWD</b>	6.75	
S	10			
S	11			
M	12	3.25	6.75	
T	13	3.25	6.75	
W	14	3.25	6.75	
TH	15	3.25	6.75	
F	16	<b>SWD</b>	<b>SWD</b>	No Students: School Age PD
S	17			
S	18			
M	19	<b>NS</b>	<b>NS</b>	No School-MLK Jr HOLIDAY
T	20	3.25	6.75	
W	21	3.25	6.75	
TH	22	3.25	6.75	
F	23	<b>SWD</b>	6.75	
S	24			
S	25			
M	26	3.25	6.75	
T	27	3.25	6.75	
W	28	3.25	6.75	
TH	29	3.25	6.75	
F	30	<b>SWD</b>	6.75	
S	31			
	<b>Monthly Total</b>	<b>48.75</b>	<b>121.50</b>	
	<b>ECE SWD</b>	19.00	19.00	
	<b>Aide WD</b>	19.00	19.00	
	<b>IS WD</b>	19.00	19.00	
	<b>Total Student Days</b>	15.00	18.00	
	<b>Total Bus Days</b>	15.00	18.00	

	<b>FEBRUARY 25-26</b>	<b>PS Time</b>	<b>SA Time</b>	<b>SK</b>
S	1			
M	2	3.25	6.75	
T	3	3.25	6.75	
W	7	3.25	6.75	
TH	5	3.25	6.75	
F	6	<b>SWD</b>	6.75	
S	7			
S	8			
M	9	3.25	6.75	
T	10	3.25	6.75	
W	11	3.25	6.75	
TH	12	3.25	6.75	
F	13	<b>NS</b>	<b>NS</b>	No School/ Nonwork Day
S	14			
S	15			
M	16	<b>NS</b>	<b>NS</b>	No School-President's Day HOLIDAY
T	17	3.25	6.75	
W	18	3.25	6.75	
TH	19	3.25	6.75	
F	20	<b>SWD</b>	6.75	
S	21			
S	22			
M	23	3.25	6.75	
T	24	3.25	6.75	
W	25	3.25	6.75	
TH	26	3.25	6.75	
F	27	<b>SWD</b>	6.75	
S	28			
	<b>Monthly Total</b>	<b>48.75</b>	<b>121.50</b>	
	<b>Aide WD</b>	18.00	18.00	
	<b>IS WD</b>	18.00	18.00	
	<b>Total Student Days</b>	15.00	18.00	
	<b>Total Bus Days</b>	15.00	18.00	

	<b>MARCH 25-26</b>	<b>PS Time</b>	<b>SA Time</b>	<b>SK</b>
S	1			
M	2	3.25	6.75	
T	3	3.25	6.75	
W	4	3.25	6.75	
TH	5	3.25	6.75	
F	6	<b>SWD</b>	6.75	
S	7			
S	8			
M	9	3.25	6.75	
T	10	3.25	6.75	
W	11	3.25	6.75	
TH	12	3.25	6.75	
F	13	<b>SWD</b>	6.75	PRESCHOOL SCREENING
S	14			
S	15			
M	16	3.25	6.75	
T	17	3.25	6.75	
W	18	3.25	6.75	
TH	19	3.25	6.75	
F	20	<b>SWD</b>	6.75	
S	21			
S	22			
M	23	3.25	6.75	
T	24	3.25	6.75	
W	25	3.25	6.75	
TH	26	3.25	6.75	
F	27	<b>SWD</b>	<b>SWD</b>	No Students: PTC
S	28			
S	29			
M	30	2.50	SWD	No Students: PTC during day and evening
T	31	2.50	SWD	No Students: Staff PD or PTC
	<b>Monthly Total</b>	<b>57.00</b>	<b>128.25</b>	
	<b>ECE SWD</b>	22.00	22.00	
	<b>Aide WD</b>	22.00	22.00	
	<b>IS WD</b>	22.00	22.00	
	<b>Total Student Days</b>	16.00	20.00	
	<b>Total Bus Days</b>	16.00	20.00	

	APRIL 25-26	PS Time	SA Time	SK
W	1	NS	NS	No School-Easter Break
TH	2	NS	NS	No School-Easter Break
F	3	NS	NS	No School-Easter Break
S	4			
S	5			
M	6	NS	NS	No School-Easter Break
T	7	3.25	6.75	
W	8	3.25	6.75	
TH	9	3.25	6.75	
F	10	SWD	6.75	
S	11			
S	12			
M	13	3.25	6.75	
T	14	3.25	6.75	
W	15	3.25	6.75	
TH	16	3.25	6.75	
F	17	SWD	6.75	
S	18			
S	19			
M	20	3.25	6.75	
T	21	3.25	6.75	
W	22	3.25	6.75	
TH	23	3.25	6.75	
F	24	SWD	SWD	No Students: Staff PD
S	25			
S	26			
M	27	3.25	6.75	
T	28	3.25	6.75	
W	29	3.25	6.75	
TH	30	3.25	6.75	
	<b>Monthly Total</b>	<b>48.75</b>	<b>114.75</b>	
	<b>ECE SWD</b>	18.00	18.00	
	<b>Aide WD</b>	18.00	18.00	
	<b>IS WD</b>	18.00	18.00	
	<b>Total Student Days</b>	15.00	17.00	
	<b>Total Bus Days</b>	15.00	17.00	

	<b>MAY 25-26</b>	<b>PS Time</b>	<b>SA Time</b>	<b>SK</b>
F	1	<b>SWD</b>	6.75	
S	2			
S	3			
M	4	3.25	6.75	
T	5	3.25	6.75	
W	6	3.25	6.75	
TH	7	3.25	6.75	
F	8	<b>SWD</b>	6.75	
S	9			
S	10			
M	11	3.25	6.75	
T	12	3.25	6.75	
W	13	3.25	6.75	
TH	14	3.25	6.75	
F	15	<b>7.00</b>	6.75	Field/Carnival Day (Family Event)
S	16			
S	17			
M	18	3.25	6.75	
T	19	3.25	6.75	
W	20	3.25	6.75	
TH	21	<b>SWD</b>	<b>SWD</b>	Staff Work Day
F	22	<b>NS</b>	<b>NS</b>	No School
S	23			
S	24			
M	25	<b>NS</b>	<b>NS</b>	No School - Memorial Day HOLIDAY
T	26			
W	27			
TH	28			
F	29			
S	30			
S	31			
	<b>Monthly Total</b>	<b>42.75</b>	<b>94.50</b>	
	<b>ECE SWD</b>	15.00	15.00	
	<b>Aide WD</b>	15.00	15.00	
	<b>IS WD</b>	15.00	15.00	
	<b>Total Student Days</b>	12.00	14.00	
	<b>Total Bus Days</b>	11.00	14.00	



## Classroom Scheduled Times

### Simon Kenton Preschool at Hardin County Board of DD

Classroom	Morning Session	Afternoon Session	2 hour delay
Simon Kenton	8:05-11:20	12:05-3:20	10:05-12:20/ 1:05-3:20

### Simon Kenton School Age at Hardin County Board of DD

8:05 AM-3:00

## **Board Training- February 18, 2025**

### **Director of Operations -**

- Oversee all substitutes and staff in the school building. Obviously Kara is the Superintendent and Lori Berger and Amy McGuffey supervise the classroom staff but they are not in the building everyday.
- All staff report their planned and unplanned absences to me so that I can procure a substitute for them. This means I receive calls/texts during off hours.
- Receive in planned PTO forms, approve or deny the PTO and then sign form. Call a substitute if needed. Return a yellow copy to the staff and give white copy to the secretary. This helps keep track of who is out of the building and who the sub will be.
- Receive in unplanned PTO same process as above.
- Maintain all records of PTO and the balances of PTO for each staff member. Send balance sheets to staff twice a year per policy.
- Maintain all personnel files.
- Oversee all Insurance Benefits including medical, vision, dental and life- both basic and voluntary life.
- Maintain Reports of all staff deductions per pay and yearly for all of the above benefits and FSA Accounts for my records and the Auditor's Office.
- Maintain Cost for the Board share and Employee share of the above benefits for reporting to the Auditor's office.
- Help Staff create logins for PlanSource for the benefits packages above including FSA (Flexible Spending Accounts) and maintain those accounts along with staff.
- Sign off on any changes to above benefits and notify Auditor's office of change and change all reports to reflect the changes.
- Maintain Reports of all staff deductions bi-weekly for all of the above benefits and FSA Accounts for my records and the Auditor's Office.
- Responsible for all reporting of payroll and benefits to the Auditor's office for purposes of W-2's and OPERS/STRS reporting.
- Prepare all STRS reporting for the Auditor's office.
- Figure all salaries. If there is a pay increase I submit those new salaries to the Auditor's office yearly and prepare a form for each staff member and for the personnel file.
- Responsible for any severance pay outs. Work alongside the Auditor's office to ensure accuracy and correct reporting to STRS/OPERS for the severance pay out.
- New hires. Responsible for all paperwork and to ensure compliance per DoDD Accreditation standards. Includes scheduling a physical, creating an OH/ID, entering the staff person into ARCS, Rapback, scheduling the BCI&I appointment, scheduling the Auditor's office appointment for their paperwork completion and then an appointment with me to do all my necessary paperwork like putting together their laptop, cell phone, contacting IT to add them to the staff maintenance contract, getting their email and log in info for access to our server and printers. Adding them to the online training & groups.
- Maintain the schedule for when staff BCI&I/FBI, driver's abstracts, licensing and permits are due for each of them. Then e-sign all and provide copies for personnel file and staff.

- Maintain and correspond with all vendors who have contracts with us for example, snow removal, copiers, postage machine, cell phones, lawn care, IT, lawnmower maintenance, bus maintenance, Special Olympics staff, Special Olympics transportation, interpretation services, Teletherapy, or any other contracted Staff such as MRESC staff.
- MRESC staff contracts are maintained by me once they are signed, for personnel files and for the purpose of invoicing school districts. If we serve a student from a certain school district who has a 1:1 aid per their IEP then that district is responsible to pay for that aid. I have to bill back those expenses to the responsible district. I notify the particular school district at the beginning of the year with a MOU (memorandum of understanding) and then I send the invoice to them at the end of the school year.
- Invoice the MRESC for Early Childhood grant slots- twice a year.
- Invoice MRESC for PTA services, which also means that I keep track of all of the days Julie (our PTA) works at Kenton City. I track these days from her time sheets.
- Gather all Staff time sheets, review and sign each one. File and keep them for payroll records.
- Payroll is done every other week. I gather timesheets, and manually enter salaries on green bar sheets that are given to me every other week from the Auditor's office. I keep a copy and take the original to the Auditor's office.
- Maintain a spreadsheet of who turns in their time sheets.
- File all timesheets with each payroll.
- Invoice the school districts for any student that attends our school who has a 1:1 aid per their IEP once per year.
- Retrieve W-9's for any contracted vendors and submit to the Auditor's office.
- Responsible for all FMLA paperwork. Giving and receiving it.
- Responsible for PERRP reporting and BWC reporting.
- Responsible for all necessary mandated training for staff to maintain compliance.
- Approve all requests for purchases and then order supplies.
- Responsible for ordering all FRS requested items and maintaining spreadsheets to keep track of how much is spent per child/adult per year.
- All revenue that comes through the mail or received in from Preschool tuition is given to me. I have to label each check with its account number (so the Treasurer knows where I want to deposit it), a description of what the check is for and the amount. Then it is ready for deposit at the Treasurer's office. I do this weekly.
- Check our mailbox at the Auditor's office for communications.
- Enter all Revenue into MIP software after deposits are made at the Treasurer's office.
- Responsible for Title XX Implementation Plans and quarterly reporting requirements.
- Responsible for MAC/RMTS reporting quarterly and maintaining verification for future audits.
- Yearly Audits are performed by the Ohio Auditor and I am responsible for gathering all of those records.
- Maintain inventory on all cell phones and computers. Order or upgrade all computers and cell phones.

## Accounts Payables -

- Gather all incoming invoices from USPS, my email, the accounts payable email along with what may be in my mailbox outside my office door from staff.
- Each day I receive and print invoices that I then place in a folder to keep for later in the week.
- On Wednesday's if there is time I try to sort all of the invoices and prepare them for entry in the MIP accounting software on Thursday. Preparing means reading the invoice to check for accuracy, checking the math, checking the due date, checking the remittance address hasn't changed and sometimes determining if what I have received has actually already been processed and lastly signing each invoice. Of course if there is a discrepancy I have to reach out to the vendor or the Auditor's office depending on what I need.
- On Thursday's I log in to MIP and start entering all of the invoices. Entering the data involves a multi step process and usually takes several hours to complete. In 2024, seven hundred and ninety-seven (797) invoices were entered into MIP. On average that is 66 invoices per month, 16 invoices per week.
- Once invoices are entered into MIP there are labels that are printed to go with each invoice.
- The labels are then cut and taped onto a jacket/envelope. These jackets are provided by the Auditor's office.
- Once each label is attached to the jacket the invoice and jacket are scanned into the Accounting File and backed up on the server.
- The actual invoice is then folded and stuffed inside the jacket.
- Mailing envelopes are prepared with return labels and stamps.
- All jackets and envelopes go to the Auditor's Office by 9 AM every Friday.