

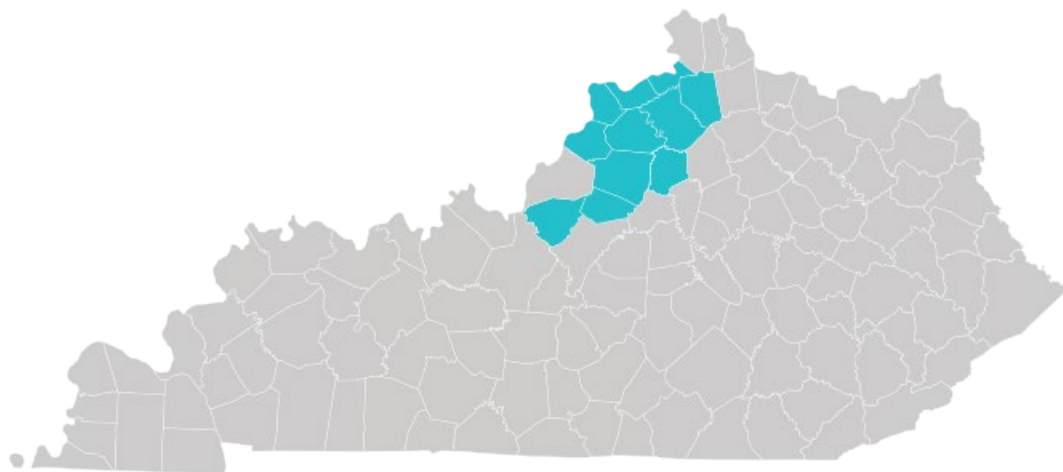


OHIO VALLEY EDUCATIONAL COOPERATIVE

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**2024-2025**

# **EMPLOYEE HANDBOOK**



*Revised July 12, 2024*

## **OVEC MISSION STATEMENT**

OVEC makes educators' work more fulfilling and sustainable through intentional opportunities, resources, and relationships.

## **HISTORY OF OVEC**

In 1974, the Kentucky Department of Education created 16 regional organizations. The Region VI unit included, Bullitt, Eminence Independent, Henry, Oldham, Shelby, Spencer, and Trimble school districts.

In 1976, KDE disbanded the regional units and the superintendents amended the Interlocal Agreement for Unit VI and renamed the organization the Ohio Valley Educational Cooperative. Included in that amendment was the addition of Anchorage Independent, Carroll, Gallatin, and Owen school districts. In 1981, West Point Independent and Elizabethtown Independent joined OVEC. In 1994, Elizabethtown withdrew and Grant County Schools joined OVEC. In 2001, Franklin County Schools joined OVEC. In 2011, West Point Independent withdrew. In 2018, Frankfort Independent and Jefferson County joined OVEC. In 2023, Franklin County withdrew.

OVEC serves approximately 155,000 students in north central Kentucky and offers programs that serve member school districts, their student populations and families. Some of the programs that OVEC provides include professional development for teachers, administrators, and support staff; coordinated regional bidding; instructional support services; multi-district grant coordination; consultation and technical assistance and special reports and publications. OVEC serves students from preschool through grade twelve as well as adults through adult learning programs. OVEC works in partnership with, and for, the benefit of its member districts, their schools and the children, families and communities they serve.

## **LEGAL STATUS OF OVEC**

OVEC was established on November 17, 1976 under the Kentucky Revised Statutes as 65.200.65.300. This statute is known as the Interlocal Cooperation Act. This law provides that governmental units such as school districts can form jointly operated organizations for the common good of the member units.

***An Equal Opportunity Employer***

# OHIO VALLEY EDUCATIONAL COOPERATIVE EMPLOYEE HANDBOOK

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## INTRODUCTION

This handbook is designed to acquaint you with OVEC and to provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by OVEC and its Board of Directors to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

Although every effort will be made to update the manual on a timely basis, the Board of Directors reserves the right, and has the sole discretion, to change any policies, procedures, benefits, and terms of employment without notice, consultation, or publication, except as may be required by contractual agreements and law. Consequently, the Board of Directors reserves the right, and has sole discretion, to modify or change any portion of this manual at any time. Employees are advised to check the OVEC website on a regular basis for new and updated policies.

Field-based staff must keep in mind that although their employer is listed as OVEC, they are in essence also employed by the individual school district(s) in which they provide services. With that in mind, it should also be remembered that policies in those districts must be observed. If a conflict exists between a policy within a district and an OVEC policy, that should be discussed with the program supervisor as soon as possible so that differences can be resolved.

## EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about OVEC, and I understand that I should consult the Chief Executive Officer, the Human Resources Office or my immediate supervisor regarding any questions not answered in the handbook. I have entered into my employment relationship with OVEC voluntarily and acknowledge that there is no specified length of employment. Accordingly, either OVEC or I can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to OVEC's policy of employment-at-will. All such changes will be communicated through official notices of the Board of Directors and the Chief Executive Officer, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Board of Directors of OVEC has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

SAMPLE

EMPLOYEE'S NAME (printed): \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **POLICY DISSEMINATION AND INTERPRETATION**

The Chief Executive Officer is directed by the OVEC Board of Directors to establish and maintain an orderly plan for preserving and making accessible the policies adopted by the Board and the administrative rules and regulations needed to put them into effect.

All employees are responsible for complying with all rules, regulations, and policies of the Board and those of the Kentucky Revised Statutes and with administrative rules, regulations, and oral directives of their supervisors. All employees are responsible for acquainting themselves with OVEC's rules, regulations, policies, and state laws.

The Chief Executive Officer is responsible for settling any questions arising out of the interpretation and application of established board policies.

## **CUSTOMER RELATIONS**

The school districts, schools, and the communities in which we work are among our organization's most valuable assets. Every employee represents OVEC to these entities and school personnel. The way we do our jobs presents an image of our entire organization. We are all judged by the way we treat those with whom we have contact. Therefore, one of our first priorities is to be of assistance to parents, students, teachers or administrators with whom we have contact in any fashion. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to these individuals.

Our personal contact with the public, our manners on the telephone and the communications we send are a reflection not only of ourselves, but also of the professionalism of OVEC. Positive relations not only enhance the image of OVEC, but also pay off in greater loyalty to and respect for OVEC.

## **101 Nature of Employment**

It is the goal of the Board of Directors to employ qualified personnel for all positions with OVEC; to establish fair and equitable procedures for transfers, promotions within OVEC; and to provide, to the extent possible, working conditions and resources to enable each employee to perform to the greatest potential within the employee's assigned position.

The goal of this handbook is to provide employees with a general understanding of our personnel policies. The Board of Directors encourages employees to familiarize themselves with the contents of this handbook, as it will answer many common questions concerning employment with OVEC.

Employment with OVEC is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, OVEC may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

Employment is with OVEC and not a particular program. However, the employee's position may be tied to funding by a particular program. If funding for the position is eliminated or substantially decreased, the position may be eliminated and the employee may be terminated.

Employment with OVEC does not guarantee an employee a set workstation. OVEC reserves the right to transfer an employee whenever necessary and in the best interest of OVEC.

This handbook cannot anticipate every situation or answer every question about employment. The Board of Directors does not imply by developing and accepting the policies set forth in this handbook to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between OVEC and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at OVEC's sole discretion.

These provisions supersede all previous employee handbooks and may not be amended or added to without the express written approval of the Board of Directors or Chief Executive Officer of OVEC. To retain necessary flexibility in the administration of policies and procedures, the OVEC Board of Directors reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook. The only recognized deviations from the stated policies are those authorized by the OVEC Board of Directors and signed by the Chief Executive Officer.

## **102 Employee Relations**

OVEC and its Board of Directors believe that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in the public sector. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that OVEC amply demonstrates its commitment to employees by responding effectively to employee concerns.



## **103 Equal Employment Opportunity**

The OVEC Board and the Chief Executive Officer shall exercise every equitable means to provide the opportunity for equal employment to all employees and applicants for employment, without regard to race, color, religion, sex (including sexual orientation or gender identity), genetic information, national origin, political affiliation, age, handicap or disabling condition, or limitations related to pregnancy, childbirth, or related medical conditions in accordance with applicable state and federal law.

The Chief Executive Officer shall adhere to a policy of equal employment opportunity in all personnel matters, including employment, promotion, demotion, transfer, recruitment practices, layoff or termination, rates of pay or other terms of compensation, and selection for training in all positions.

The Chief Executive Officer is responsible for the overall adherence to this policy.

OVEC shall engage in a timely, good faith and interactive process to determine reasonable accommodations for an employee's limitations related to pregnancy, childbirth, or related medical conditions. Reasonable accommodations shall be provided as required by law.

### ***Individuals with Disabilities***

No qualified person with a disability, as defined by law, shall, on the basis of the disability, be subject to discrimination in employment.

OVEC employment practices shall be in accordance with requirements of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

No human immunodeficiency virus (HIV) related test shall be required as a condition of hiring, promotion, or continued employment, unless the absence of HIV infection is a bona fide occupational qualification for the job in question as defined in KRS 207.135.

Employees who have a long-term or permanent disability may request the CEO to provide reasonable accommodations necessary for them to perform the essential duties of the position. Reasonable accommodation shall be provided as required by law.

## **104 Business Ethics and Conduct**

The business operation and reputation of OVEC is built upon the principles of fair and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of OVEC is dependent upon the trust of our school districts and we are dedicated to preserving that trust. Employees owe a duty to OVEC and the school districts, to act in a way that will merit the continued trust and confidence of the public.

OVEC will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the Chief Executive Officer for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every OVEC employee.

## **105 Hiring**

### ***Authority to Employ***

Appointments, promotions, and terminations of employees will be made by the Chief Executive Officer. The CEO will prescribe the duties and administer compensation as established by the appropriate salary schedule as adopted annually by the Board and any relevant addendums as adopted by the Board as needed. The CEO shall inform the Board of all personnel actions at the next regularly scheduled Board meeting.

The Chief Executive Officer, in determining the eligibility of a particular candidate for election to a position, will select that person whose qualifications best meet the requirements of the job as described by the job description.

No person will enter upon the duties of a position requiring certification qualifications until his/her certificate has been filed or credentials registered with the Cooperative.

For certified staff, contracts will be awarded for a maximum period of one (1) year (partial year for mid-year start).

Following successful completion of a six (6)-month probationary period, non-certified employees will be awarded a contract for the remainder of the current fiscal year.

Contracts for re-employment shall be presented to the employee on or before July 1 of each year. The contract should be returned to the immediate supervisor within ten (10) working days of receipt.

Employment of staff is employment with OVEC, but not in a particular position.

For employees who are hired pursuant to, and directly as a result of, an agreement with an outside agency, the terms of said employment shall be dictated by the agreement. If the policies stated above and the agreement differ or are in conflict, the terms of the agreement shall prevail.

### ***Hiring of Relatives***

The CEO shall not employ an individual when employment would result in direct line supervision of, or by, a relative of a current employee. For purposes of this policy, "relative" shall refer to father, mother, brother, sister, husband, wife, son, daughter, aunt, uncle, son-in-law, and daughter-in-law.

### ***Creation of New Positions***

The creation of a new position shall require prior approval of Board of Directors. The CEO shall employ all employees, but is encouraged to use the committee process regarding employment of any employee. Terms and conditions of employment for all employees shall be determined by the CEO, in accordance with OVEC Board personnel policies.

No director, manager, supervisor, or representative of OVEC has the authority to enter into any employment agreement, promise, or commitment for any specific period of time except the CEO. Any employment agreement shall be in writing and be signed by the CEO.

### ***Job Posting***

New and vacant positions of the Cooperative will be advertised through posting links on the OVEC web site. However, this process may be waived in filling those positions that are the direct result of a Memorandum of Agreement entered into by the Cooperative and an Agency.

The CEO shall give first consideration for openings to applicants who are current OVEC employees and who hold qualifications equal to or better than those required for the position. This provision shall not be interpreted to limit the discretion of OVEC to seek and obtain the best qualified individual for employment with OVEC. The posting shall include required education, experience, basic duties and responsibilities, date of opening and closing for acceptance of applications, and the salary of each position.

### ***Criminal Records Check***

The CEO or designee shall require all new employees to submit to a state criminal record check by the Kentucky State Police and a fingerprint police record check as part of the initial employment process. Additional background checks may be required for child care/daycare positions. OVEC will bear the cost of any of these services.

No Head Start employee or other employee directly responsible for working with students will be placed on the job until the CEO receives the results of any background check and verifies that the employee is qualified for final employment. After reviewing the background checks, the CEO shall either qualify the individual for final employment status or terminate the employment process. Reasons for terminating the employee on the basis of the background checks include, but are not limited to, past or present criminal behavior threatening to the welfare of children, other employees, school district employees, or the community. The CEO may also terminate the employment process as a result of the background checks if any reveal behavior or patterns of behavior inappropriate for an individual responsible for the welfare of children. In addition, the CEO may terminate the employment process if the background checks indicate criminal activity including but not limited to, fraud, embezzlement, or other misbehavior involving the handling of funds.

A state criminal record check shall also be performed every two (2) years for each OVEC employee.

All prospective employees whose job functions include financial management, budgeting, purchasing or executing payments, deposits, or preparing financial documents, shall be required to sign a document signifying their understanding of, and intent to comply with, established fraud prevention measures.

The CEO may require through bid specs or negotiation requirements that a contractor submit to a national and state criminal history background check by the Kentucky State Police and the Federal Bureau of Investigation in keeping with KRS 160.380. "Contractor" shall refer to an adult who is permitted access to OVEC property pursuant to a current or prospective contractual agreement. The term "contractor" includes an employee of a contractor.

## **106 Medical Examinations**

The Board may require an employee upon initial employment, to submit to medical examinations, including a TB test, provided they are based on job-related criteria and comply with ADA and privacy requirements. Initial examination will be at the expense of the employee.

## **107 Immigration Law Compliance**

OVEC is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with OVEC within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Office. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## **108 Conflicts of Interest**

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of OVEC business dealings. Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which OVEC does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving OVEC.

No OVEC employee with decision-making authority over the financial position of OVEC shall have any pecuniary interest, either directly or indirectly, in an amount exceeding twenty-five dollars (\$25.00) per year, at the time of or after appointment, in supplying any goods, services, property or merchandise for which Cooperative funds are expended. Nor shall any such person receive directly or indirectly any gift, reward, or promise of reward for goods, services, property, or merchandise of any kind for which OVEC funds are expended.

Unless prior arrangements are made with the CEO, any device, publication or any other item to be copyrighted developed during the employee's paid time shall be OVEC property.

Employees shall not profit monetarily through use of confidential information gained in the course of or by reason of their position of employment with OVEC.

### ***Exception***

This policy shall not prohibit the CEO from approving non-contracted personal services for the benefit of OVEC.

## **110 Outside Activities**

Employees may not perform any duties related to an outside job or personal business during their regular working hours.

### ***Consulting Activities***

Except as may be limited or prohibited by an individual contract, OVEC employees may serve as consultants to outside agencies, public and/or private, provided that consultant work does not interfere with the performance responsibilities of the employee. Consulting during working hours requires prior authorization by the Chief Executive Officer. Paid consultant work shall be performed on the employee's own time.

### ***Professional Research and Publishing***

Professional research and publication by employees that involve local school information about students and staff and other reserved data require prior permission of the local district superintendent and shall be implemented in keeping with state and federal requirements concerning confidentiality of records, school research, and/or other such pertinent information.

An employee must receive authorization from the local district superintendent to have access to student or staff information or to utilize any school-related information, school system records, or data from a local school system.

### ***Services to Other Agencies and Organizations***

Employees shall not participate as a speaker or facilitator in their capacity as an OVEC employee or representative at a convention, workshop, or other program sponsored by another agency or organization without notification to their immediate supervisor. Except in the event of a last minute request, permission to participate in an event shall be obtained at least five (5) days prior to the activity.

Employees shall not accept honoraria or other compensation above and beyond the salary paid by OVEC from other agencies or organizations with which OVEC works in the educational arena without prior permission of the CEO obtained at least five (5) days prior to the activity. Such groups include, but are not be limited to, the Kentucky Department of Education, KEA, KASA, KHSAA, regional cooperatives and Kentucky school districts that are members of OVEC. In the event an employee receives permission to accept compensation from such groups, s/heshall:

- Perform services for such other agency or organization on his/her personal time at no monetary cost to OVEC, and at no detriment to his/her own performance for OVEC, taking leave as appropriate;
- Not be considered to be an employee of OVEC (for any purpose) during the time that the employee is preparing for, traveling to and from the performance of and performing services for such other agency or organization; and
- Disclaim that s/he represents OVEC during the time that s/he is performing services for the other agency or organization.

### ***Media Presentations***

Employees shall not plan, accept or schedule an appearance on radio or television in their role as an OVEC employee without notifying their immediate supervisor. In such instances, the supervisor/director shall notify the CEO of the planned appearance as soon as possible.

In response to media requests, directors are authorized and encouraged to provide information on an as-needed, impromptu basis in keeping with their OVEC responsibilities. Examples would include responding to telephone and written requests or spur-of-the-moment verbal requests for information. In such cases, notification to the CEO shall not be required.

For further information, refer to Policy 03.1721.

## **112 Confidentiality of Records**

Data and information concerning students may be collected to provide a sound basis for educational decisions and to enable OVEC program staff to prepare necessary reports. The Chief Executive Officer shall establish procedures for confidentiality and information access in compliance with the Family and Education Rights and Privacy Act.

Student information shall be made available to the parent of a dependent student or eligible student on request. Eligible students include those eighteen (18) years of age or over or those duly enrolled in a post-secondary school program. Parents or eligible students shall be provided a copy of records on written request. Such copies shall be provided in a manner that protects the confidentiality of other students.

The parent or eligible student shall be granted a hearing regarding the contents of the record on written request to the CEO. If the hearing results in a finding that the record is inaccurate or misleading in whole or that information in the record violates the privacy or other rights of the student, it shall be duly amended. If the hearing finds no impropriety in the record, the parent or eligible student will be informed of the right to enter in the record a comment or exception to the written record.

No individual or agency may have access to the record without the written consent of the parent or eligible student except the following as provided by law:

- Other staff of the Cooperative or member school districts who have been determined by the Chief Executive Officer to have a legitimate educational interest;
- Officials of another school or school district in which the student enrolls or plans to enroll;
- Authorized representatives of specific federal and state officials authorized by law;
- State and local officials to whom reports are mandated by statute;
- Organizations conducting educational studies for a legitimate educational purpose, provided the confidentiality will be assured;
- Accrediting organizations in carrying out their functions;
- Compliance with a judicial order or lawfully issued subpoena; and
- Appropriate parties in a health or safety emergency as determined by the Chief Executive Officer.

Personally identifiable student information may be released to those other than employees who are designated by the CEO in connection with audit, evaluation, enforcement, or compliance activities regarding Federal or State programs. Such designation must be executed in writing with the authorized representative and specify information as required by 34 CFR Part 99.35.

### ***Duty to Report***

If it is determined that OVEC cannot comply with any part of FERPA or its implementing regulations due to a conflict with state or local law, the CEO/designee must notify the Family Policy Compliance Office (FPCO) within forty-five (45) days of the determination and provide the text and citation of the conflicting law.

A list of all individuals or agencies, who request access to the record, whether or not it is granted, shall be maintained in the record and accessible to the parent or eligible student. The list shall include name, address, and purpose of inspection.

When student records are transferred pursuant to a student transfer out of a program operated by the Cooperative to a similar program operated by another agency, a reasonable attempt shall be made by the CEO/designee to notify the parent or eligible student.

Annual notice shall be provided to parents or eligible students of the types and locations of student records maintained by the Cooperative, the titles of officials responsible for the records, and of the parents and eligible students' rights to access such records.

### ***Employee Records***

Human Resources personnel shall maintain a master personnel file for each employee that documents employment history. This file shall be under the custody of the CEO/designee.

All employee records are to be considered confidential and, except for access by the individual employee, are available only to other personnel as designated by the CEO. Those portions of personnel records containing material of a personal nature, the disclosure of which would constitute an invasion of privacy, are not open for public inspection.

Medical information shall be maintained separately from other information in an employee's personnel file.

## 201 Employment Status

### *Employee Classifications*

At time of employment, personnel status shall be determined based on the following designations:

- *Certified* – An employee holding a position that requires a four-year degree who is considered as “exempt” under Wage and Hour standards.
- *Non-certified* – An employee holding a position that does not require a four-year degree who, depending on the position, may be considered as either “exempt” or “non-exempt” under Wage and Hour standards.
- *Probationary* – Non-certified employees working an initial six-month period, after which it will be determined whether employment will continue.

All other classifications, as listed below, shall not be eligible for any employment benefits beyond pay and coverage required by law:

- *Consultant* - An individual who provides services for OVEC on an “as-needed” basis.
- *Temporary* - An employee who is hired to work either part-time or full-time no more than six (6) consecutive months. The prior written authorization of the CEO shall be required before a temporary employee begins his/her sixth month of employment.

## 202 Employment Applications

OVEC relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, immediate suspension from work. The Chief Executive Officer may then move to terminate the employee.

## 203 Employment Reference Checks

To ensure that individuals who join OVEC are well qualified and have a strong potential to be productive and successful, it is the policy of OVEC to check the employment references of all applicants. The Human Resources office or designee performs background and reference checks on applicants. All applicants for positions with OVEC undergo this pre-employment process.

OVEC will respond in writing to those reference check inquiries that are submitted in writing by potential employers. Responses to telephone inquiries will confirm only dates of employment, wage rates, and position(s) held unless prior approval has been agreed upon by the employee or former employee. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

## 206 Supervision

Each employee will be assigned a supervisor.

### *Job Descriptions*

There shall be written job descriptions for all employees of OVEC. Job descriptions shall include qualifications,

reporting relationships, performance responsibilities (including physical demands), work year, and salary schedule.

### ***Standards of Conduct***

In order to fulfill the mission and goals of OVEC, the work environment must reflect an atmosphere of cooperation and professional courtesy. To promote such an atmosphere, employees shall conduct themselves during their working hours and, in the context of their assigned duties, in a manner consistent with the following standards:

- Employees shall demonstrate civility and professional courtesy to all individuals with whom they have contact.
- Employees shall address and publicly refer to their co-workers only in terms reflecting respect and common courtesy. Examples of behaviors that should be avoided include profane or insulting name calling, stories, or pictures of or about a co-worker intended to stigmatize him or her.
- Employees who fail to observe these standards shall be subject to appropriate disciplinary measures, up to and including dismissal.
- Employees are expected to follow policy in intervening and reporting to their supervisor those situations that endanger the safety of students, other staff members or visitors to the school. Such instances shall include, but are not limited to, bullying or hazing of students and harassment / discrimination of staff, students or visitors by any party.
- Employees shall cooperate fully with all investigations conducted by OVEC as authorized by policy or law. Failure to comply may be considered insubordination.

## **209 Promotions and Transfers**

Only the Chief Executive Officer is authorized to transfer employees. The Chief Executive Officer shall report all transfers made under this policy to the Board of Directors.

### ***Voluntary Transfers***

Employees desiring a transfer or reassignment and with proper qualifications shall be given due consideration. Requests shall be made in writing to the CEO with a copy sent to the employee's immediate supervisor. An employee shall not be permitted to transfer into a position where they would directly supervise or be supervised by a relative as defined in Policy 03.11.

### ***Involuntary Transfers***

When extenuating circumstances dictate the transfer or reassignment of personnel, the CEO shall have sole authority to make such transfers or reassignments. In such instances, the employee's preferences for assignment shall be given due consideration by the Chief Executive Officer.

### ***Promotions***

Only the Chief Executive Officer is authorized to promote employees. The Chief Executive Officer shall report all promotions made under this policy to the Board of Directors.

When a new position or vacancy occurs that is at a level above an employee's current position, in terms of pay and/or responsibility, all qualified employees, except for those on probationary status, may apply for the position. The appointment process may require employees to compete for the promotional position with all other interested parties both within and outside the Cooperative.



The CEO may promote an employee into a vacant or new position without advertising the position or vacancy if such an action is in the best interest of the Cooperative.

## **210 Personnel Data Changes**

It is the responsibility of each employee to promptly notify OVEC of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment and certification changes and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the Human Resources Office. The failure to report personnel data changes may adversely impact the employee's pay and benefit programs.

## **212 Access to Personnel Files**

OVEC maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of OVEC, and access to the information they contain is restricted. Generally, only those employees authorized by the Chief Executive Officer who, due to their job responsibilities, have a legitimate reason to review personnel information may have access to the files.

Employees who wish to review their own file should contact the Human Resources Office. With reasonable advance notice, employees may review their own personnel files in OVEC's offices and in the presence of an individual designated by the Chief Executive Officer to maintain the files.

## **281 Evaluation of Staff**

The CEO/designee shall be responsible for evaluating OVEC personnel.

Although supervisors and employees should discuss job performance and goals on an informal, day-to-day basis, formal evaluations will be completed annually not later than April 15<sup>th</sup> of each year. The evaluations shall document employee performance in relation to the responsibilities set out in the employee's job description and specific areas in need for improvement.

Immediate supervisors should complete a summary evaluation for new probationary employees and for employees experiencing performance problems each month, but no less frequently than every ninety (90) working days.

For those employees who are hired pursuant to, and as a direct result of, an agreement with an outside agency, evaluations may be made by said agency, in lieu of the requirements set forth herein. The evaluation should contain input from the local education agencies (LEAs) to which the staff person may be assigned.

The procedures for evaluations shall be established and implemented by the CEO. Evaluations, along with any response materials an individual employee wishes to submit, are confidential and will become a part of the employee's permanent record.

The evaluation shall be discussed with each employee, and, if needed, the employee and evaluator will develop a professional growth plan. If the employee is hired as a result of an agreement with an LEA, such LEA superintendent or designee may participate. The employee will be asked to sign the evaluation indicating the evaluation has been discussed with the employee, but not necessarily to imply agreement or disagreement with the evaluation. If an employee believes that the evaluation procedures established and implemented by the CEO have not been followed, the employee may submit an appeal within ten (10) days of the evaluation, of the procedural issue only, to a three (3)-member appeal panel elected from the full time staff of OVEC.

The evaluation may form the basis for decision of the CEO regarding the individual's continued employment with OVEC.

## **282 Compensation**

### ***Salaries***

The Board of Directors shall establish the salary of the CEO annually. The CEO shall recommend salaries for all employees within the budget parameters established by the Board of Directors. The normal practice would be to grant co-op employees the average increase as provided by the system members.

An experience increment on the salary schedule shall be based on completion of a minimum 75% of the annual contract year of employment with a qualified educational or governmental agency in a fiscal calendar year. Addition of days to be worked beyond the original contract for a position requires prior Board approval.

### ***Experience Verification***

The following experience verification policy applies to new OVEC employees hired after July 1, 2024. All completed Verification of Experience Forms, along with the required attachments such as the job description, must be submitted to the Human Resources office within two (2) months from the team members' start date. Submissions should be faxed or sent directly via email from the former employer. Any information received after this two-month period will not be considered for compensation calculation purposes.

Previous work experience will be acknowledged if the responsibilities closely align with those outlined in the OVEC job description. Submissions will undergo review by the Human Resources department to assess the similarity of duties. Recommendations regarding the recognition of experience for compensation will be forwarded to the Chief Human Resources Officer for final review and will be approved by the Chief Executive Officer.

Certain positions may necessitate additional evaluation to support the recognition of experience based on the similarity of duties.

OVEC reserves the right to consider additional documentation when a statement from a former employer is not available. Acceptable documentation may include W-2 Wage and Tax Statements, pay stubs from the period of employment, or other written documentation approved by the Chief Executive Officer.

Experience will be awarded in full years, corresponding to steps/years on the salary schedule for the position. A year's experience will be granted if the employee has worked 75% or more of the number of days in their last full-time position. Experience in part-time positions may be counted in half-year increments at the discretion of the Chief Human Resources Officer and will be approved by the Chief Executive Officer.

Compensation will initially be calculated based on zero (0) years of experience until all experience verifications have been reviewed by the Human Resources staff before the employee's start date but no later than within the first two (2) months of employment. After the start of employment, any compensation adjustments resulting from verified experience will be retroactive to the start date.

### ***Pay Dates***

Employees shall be paid via direct deposit on the 15<sup>th</sup> and last day of each month or on the last preceding working day when the payday falls on a Saturday, Sunday, or holiday.

### ***Overtime***

FLSA non-exempt employees shall not work overtime hours beyond a forty (40)-hour workweek without prior written authorization of their immediate supervisor. If overtime is approved, and employees do not take

compensatory time during the same work week, then they shall be paid overtime pay at the rate of one and one-half (1½) times the regular hourly rate.

Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Employees who work overtime without receiving prior authorization from the supervisor may be subject to disciplinary action, up to and including possible termination of employment.

## **283 Sign-On, Retention, and Referral Incentives**

The Sign-On, Retention and Referral Incentive policy pertains exclusively to full-time classified employees of the Ohio Valley Educational Cooperative and does not extend to part-time and certified employees. Effective July 1, 2024, OVEC offers the following incentives:

**Sign-On Incentive:** The sign-on incentive is disbursed to eligible employees upon the successful conclusion of the hiring process and commencement of their employment. Employees must adhere to all eligibility criteria delineated in the company's hiring policies to receive the sign-on incentive.

**Retention Incentive:** Qualified employees become eligible to receive the retention upon completion of their initial six-month probationary contract and signing of their non-probationary contract. The incentive may be forfeited if the employee violates the attendance procedure, demonstrates unsatisfactory job performance, or ceases to be employed with the company.

**Referral Incentive:** Employees recommending candidates for vacant positions must ensure that the referred individuals specify their name during the application process (including the referees name on application or during the interview process). Referral incentives are granted to eligible referring employees provided that the referred candidate is hired, completes the hiring process, and satisfies the requirements for the sign-on incentive. Referral incentives are for full-time employees hired to work for OVEC; part-time positions are not eligible. Referral incentives are disbursed at the payroll date when the referred employee receives the sign-on incentive.

The standard incentive amount for both sign-on and retention incentives is \$500, unless stated otherwise in an approved grant budget. The standard amount for referral incentives is \$250. All incentives are separate from an employee's base pay, processed through payroll, and are subject to taxation as income.

It is the duty of the direct supervisor overseeing the new team member to handle the processing of sign-on and retention incentives. This procedure involves filling out and signing the Sign-On, Retention, and Referral Incentive form and forwarding the request to the Human Resources department for approval by the CEO. Regarding employees seeking the referral incentive, they are required to complete the Sign-On, Retention, and Referral Incentive form and submit it via email to the Human Resources department for approval and subsequent processing.

## **284 Tuition Assistance**

Effective July 1, 2024, OVEC will offer tuition assistance to full-time employees, who do not qualify for Head Start tuition assistance, when grant budgets or the general fund budget of the cooperative includes funds for these purposes.

To be eligible for tuition assistance, an employee must be enrolled in an accredited post-secondary institution or professional certification program. Courses covered by tuition assistance may include Associate, Bachelor's, Master's, Doctoral, or Certificate programs and must be in a field related to the employee's job description.

Employees participating in the tuition assistance program must commit in writing to remain OVEC employees for three years after completion of coursework. If an employee resigns or is terminated before completion of the three-year service commitment, the employee will repay OVEC for tuition support, which will be prorated based upon percentage of

service completed. Employees non-renewed based upon funding will be exempt from the repayment policy.

All course work and studying time must be completed on the employee's own personal time. No employee may use regular working hours for attending classes, traveling to classes, or completing class assignments. Employees are responsible for all duties as outlined in their job description while utilizing tuition assistance.

Some activity fees required for some Colleges that are not directly a part of a required degree program. Other equipment, supplies, or mileage needed by the individual taking the courses will be at the employee's expense and will not be reimbursed by the agency.

Any person who dropped a course, received a grade below a C, had an incomplete on a course funded by OVEC, or fail to provide documentation of grades will have to reimburse OVEC for the tuition assistance. After completing each course of study for which the agency has provided tuition assistance, the employee must provide a copy of their grades, letter of verification of grades (although actual grade will need to be submitted when staff receive final grade) or transcript indicating completion to the central office for placement in their personnel file. Failure to provide this information could jeopardize future requests for tuition assistance. Invoicing from the institution must be sent to the Human Resources Department for processing.

Each fiscal year, the CEO will designate a three-person committee for determining distribution of tuition assistance approved in OVEC's general fund budget. The committee will establish an application process and criteria for distribution, which shall be approved by the CEO.

Student loan repayment programs in approved grant budgets will not be subject to the terms of this policy.

## **301 Employee Benefits**

Eligible employees at OVEC are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook or you may ask the Human Resources Office or the Chief Executive Officer for more information.

Some benefit programs require contributions from the employee. OVEC or the Commonwealth of Kentucky match some of the contributions. Other benefits are totally optional and paid entirely by the employee.

### ***Changes in Retirement Status or Benefits***

It is the responsibility of the employee to contact the appropriate retirement program regarding the employee's retirement status or additional benefits available from the retirement system.

### ***OVEC Role and Responsibility in Handling Fringe Benefit Programs***

OVEC's role in all fringe benefit plans is simply to provide the employee with optional plans available from a variety of insurance companies and other vendors, and to handle payroll deductions and payments to the insurance companies.

The OVEC office staff are not insurance or retirement specialists. Employees should address any questions about policies or specific coverage and benefits to the insurance company or companies or retirements system in question.

Any information an employee obtains from OVEC office staff regarding specific insurance, retirement, tax-deferred or annuity program benefits or restrictions within policies, is solely the opinion of staff and not necessarily reflecting

the true benefits or restrictions on any benefits offered by a particular benefit program.

### 303 Annual Leave

Each full-time (12 month) employee who is employed on a 240 to 260 day contract shall be allowed annual leave with pay at the following rate:

<u>Years of Service</u>	<u>Annual Leave Days</u>
0-3 years of service	0.83 leave day/month (10 per year maximum divided equally over 12 months)
3+ years of service	1¼ leave days/month (15 per year maximum)

The first six (6) months of employment for a non-certified employee is considered probationary employment. During this probation period annual leave is accrued, but will not be available for use until the first day of the month following the completion of the probationary period. Should employment terminate or if the employee resigns during or at the end of a probationary period, any accrued leave is forfeited.

For employees who have worked three (3) years or longer, in a position qualifying for annual leave, or transfer into a position qualifying for annual leave, annual leave is accrued at the rate of 1¼ days per month, beginning the month after completion of their 3<sup>rd</sup> year anniversary. Annual leave shall accrue only when an employee is working or on authorized leave with pay.

An employee must have worked or been on paid leave for more than one-half (½) of the work days in a month to qualify for annual leave. Annual leave shall become available for use on the first day of the month following completion of a qualifying month. Leave shall be taken in half- or full-day increments.

If employment terminates or if the employee resigns on the last day of a month, the final day of earned annual leave will be included in any unused annual leave payout on the final check. However, failure to give the required notice of resignation by the deadlines set out in policy 03.17 shall result in forfeiture of payment for accrued annual leave. If an employee is dismissed for cause, including, but not limited to, abandonment of job, accrued annual leave will be forfeited.

Annual leave may be accumulated and carried forward from one (1) fiscal year to the next, not to exceed twenty (20) days. Unused annual leave in excess of 20 days on June 30 will be credited to the employees sick leave account on July 1 of the next fiscal year. The maximum annual leave to be credited to an employee's sick leave account each year shall not exceed fifteen (15) days. The maximum annual leave payout for an employee retiring on or prior to June 30 is 35 days. All annual leave must be approved and scheduled by the Chief Executive Officer or designee.

Absence due to sickness, injury, or disability in excess of that hereinafter authorized for such purpose or in excess of available non-work days will be charged against annual leave.

Employees are charged with annual leave for absences only on days for which they would otherwise work and receive pay.

When grants are to be terminated, accumulated annual leave must be taken during the grant work period. Any annual leave time not taken during the grant work period will be lost.

For any persons who move from a position that qualifies for annual leave to a position that does not qualify, annual leave will be paid out at the time of transfer.

Any employee who leaves a position that qualifies for annual leave for a period of 90 days or longer, through transfer or termination, and subsequently returns to a qualifying position shall not receive credit for years of service as it pertains to annual leave.

### 305 Holidays

All full-time employees shall be paid for holidays as follows:

DAYS EMPLOYED	PAID HOLIDAYS	PAID HOLIDAYS
185-219	4	Labor Day, Thanksgiving Day, Christmas Day, New Year's Day
220-250	6	Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day
251-261	9	Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Day after Christmas, New Year's Eve, New Year's Day, Memorial Day

If any of these holidays occur on a non-workday, then the CEO shall select an alternate day for the observance.

#### ***Employees on Leave***

Employees on paid leave of absence at the time of an official OVEC holiday shall receive pay for that holiday.

Employees on unpaid leave of absence shall not be paid for the holiday.

### 306 Workers' Compensation Insurance

OVEC provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

When an employee sustains serious or life-threatening injuries, he/she should seek medical attention immediately. The HR department should be notified as soon as possible after treatment has been received, or in the case of minor injuries, HR should be notified immediately. The employee or employee's supervisor is responsible for completing and submitting a First Report of Injury to the HR department in OVEC. This report should be submitted as soon as possible, but not later than 24 hours from the time of injury. Failure to complete the report in a timely manner could jeopardize worker's compensation benefits for the employee.

Neither OVEC nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by the employer.

### 307 Sick Leave

OVEC provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s) for sick leave include:

- \* Regular full-time employees (including probationary employees)
- \* Regular part-time employees (including probationary employees)

Based on contractual status and effective July 1, 2010, eligible employees will be granted sick leave each year on the following basis:

<u>Contract Days</u>	<u>Annual Sick Days</u>
220-260	12 days
185-219	10 days
125-184	5 days

For employees hired after July 1 or on a limited contract extension, the number of sick days granted will be based upon the prorated days of the contract.

An employee may use up to thirty (30) days of sick leave immediately following the birth or adoption of a child or children. Additional days may be used when the need is verified by a physician's statement.

Paid sick leave shall be taken in half- or full-day increments. For purposes of this policy the working day is considered the number of hours per day specified in the employee's contract. An eligible employee may use sick leave benefits for an absence due to his or her own illness, injury, or medical or dental appointments. Sick leave may also be used for the illness, injury or medical or dental appointments of a parent, child, brother, sister, or the spouse of any of them, or any person related by blood or affinity with a similarly close relationship.

Employees who are unable to report to work due to personal illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence. If an employee is absent for three (3) or more consecutive days due to personal illness or injury, a statement from the employee's health care provider will be required to verify the disability and its beginning and expected ending dates. OVEC may request such verification for other sick leave absences as well and such verification may be required as a condition to receiving sick leave benefits. An employee must provide administratively acceptable evidence or medical certification within fifteen (15) days of the agency's request. If the employee is unable to provide evidence, despite the employee's diligent, good faith efforts, he or she must provide it within a reasonable period of time, but no later than thirty (30) calendar days after the agency makes the request. If the employee fails to provide the required evidence within the specified time period, he or she is not entitled to sick leave.

Sick leave can also be taken for illness in the immediate family or for the purpose of mourning a member of the employee's immediate family. Immediate family shall mean employee's spouse, children (including stepchildren and foster children), grandchildren, daughters-in-law and sons-in-law, brothers and sisters, parents, spouse's parents, grandparents, and spouse's grandparents, without reference to the location or residence of said relative and any other blood relative who resides in the employee's home. OVEC limits leaves under these circumstances to three (3) working days; however the Chief Executive Officer may grant a reasonable extension of time.

OVEC also grants sick leave when the employee suffers from a catastrophic loss to his or her personal property due to either a natural disaster or fire that either has caused or will cause the employee to be absent.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence. Unused sick leave benefits will be allowed to accumulate indefinitely. OVEC will accept sick leave days transferred from a district providing there has been no break in service of 90 days or longer. Sick leave must be transferred within the first 60 days of employment with OVEC. Any employee who leaves a position that qualifies for sick leave for a period of 90 days or longer, through transfer or termination and subsequently returns to a qualifying position shall forfeit any previously accrued sick days. Please refer to Policy 03.175 for information concerning benefits relating to unused sick leave at time of retirement.

OVEC may grant sick leave without pay to disabled employees for as long as the disability caused by sickness or illness or pregnancy last, provided the unpaid leave does not exceed the balance of the employee's contract. At the termination of sick leave without pay, the Board may reinstate the employee. For information concerning FMLA see Policy 03.12322.

## ***Sick Leave Donations***

Sick leave donation refers to the voluntary contribution of accumulated sick days by one employee to another employee under procedures established by this policy. Sick leave donation shall be considered under the criteria established in this policy.

Employees possessing thirty (30) or more accumulated sick days are eligible to volunteer up to fifteen (15) days of their accumulated sick days to another employee. A donating employee may not request an amount of sick days be donated that reduces his or her sick leave balance to less than fifteen (15) days. The Chief Executive Officer must approve the request to transfer sick leave days. An employee on probationary employment shall not be eligible to participate in the sick leave donation program.

An employee is eligible to receive donations of sick leave if:

1. The employee or a parent, child, brother, sister, or the spouse of any of them, or any person related by blood or affinity with a similarly close relationship suffers from a medically certified illness, injury or impairment or physical or mental condition that has caused or is likely to cause the employee to be absent for at least ten (10) days; or

The employee suffers from a catastrophic loss to his or her personal property due to either a natural disaster or fire that either has caused or will cause the employee to be absent for at least ten (10) or more days.

2. The employee receiving the donation must have exhausted their accumulated sick leave and all other available accumulated paid leave provided by the Cooperative.
3. The employee receiving the donation has complied with the Cooperative's policies governing the use of sick leave.

All donations of accumulated sick leave are voluntary and no employee or supervisory personnel may in any way require, demand, or pressure any employee to donate accumulated sick days. Violation of this provision shall result in disciplinary action by the Chief Executive Officer.

Any sick leave that remains unused or is not needed by the employee shall be returned to the employee donating the sick leave.

The Chief Executive Officer or designee shall maintain in current and accurate status the records of accumulated sick leave for each employee. Employees desiring to donate one or more accumulated sick days shall complete the appropriate Sick Leave Donation Form. The Chief Executive Officer or his/her designee shall verify that the donating employee as well as the recipient employee meets the requirements of this policy before approving the donation.

## **311 Jury/Court Leave**

OVEC employees are entitled to jury/court leaves of absence from duties without loss of time of pay, for that amount of time necessary to fulfill court subpoenas at any level, serve as jurors or witnesses. Exceptions apply if the employee or their family is involved in the legal proceedings as plaintiffs or defendants. This leave encompasses necessary travel time. Employees must return to work if relieved of jury or witness duties during regular working hours. Employees selected for jury/court leave must inform their immediate supervisors and the OVEC time administrator and submit documentation beforehand. Documentation confirming the leave, including the initial service notification letter, must be submitted upon the employee's return to work.

## **312 Relocation Assistance**

OVEC employees are eligible for relocation assistance when their program's funding source allows for this expense and



their program's budget has a line-item for this expense.

Relocation assistance will be provided on a reimbursement basis, based on documentation of actual costs, up to the maximum amount determined by the program budget but not to exceed \$5,000 per employee. OVEC advises all employees requesting relocation assistance to consult with professionals on the tax implications of relocation assistance, specifically under the 2017 Tax Cuts and Jobs Act.

To be eligible for relocation assistance:

- The employee's relocation must be for the benefit of the employer.
- The employee's address on their application for employment must be fifty (50 miles or more from their assigned primary work location.

The following expenses may be reimbursed, in accordance with 2 CFR 200.464:

- The costs of transportation of the employee, members of their immediate family and household, and personal effects to the new location;
- The costs of finding a new home, such as advance trips by employees and spouses to locate living quarters and temporary lodging during the transition period, up to maximum period of thirty (30) calendar days; and
- Other necessary and reasonable expenses normally incident to relocation, such as the costs of canceling an unexpired lease (limited to three [3] times monthly rental amount), transportation of personal property, and purchasing insurance against loss of or damages to personal property.

To receive reimbursement for relocation expenses, the employee must submit detailed receipts or invoices for allowable expenses. Requests submitted by the first Friday of the month will be submitted for approval by the OVEC Board of Directors and paid after the board approves the request.

### **313 Benefits Continuation (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under OVEC's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee covered under a couple or family plan; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at OVEC's group rates plus an administration fee. A written notice is provided to each eligible employee describing rights granted under COBRA. The notice contains important information about the employee's rights and obligations.

If you and/or your dependent(s) lose your group health insurance coverage due to termination of employment, reduction in hours worked, your death, divorce or legal separation, your entitlement to Medicare, or your dependent child(ren) becoming ineligible under your plan, you (or they) have the right to continue coverage at your (or their own expense) under COBRA.

<b>Qualifying Events that entitle you to COBRA coverage</b>	<b>Length of coverage</b>
Termination of employee's employment (except for gross misconduct) (Former employee & covered dependents)	18 Months

Reduction of hours worked by the employee (Employee and covered dependents)	18 Months
Death of a covered employee (Surviving spouse and covered dependents)	36 Months
Divorce or legal separation from the covered employee* (Spouse and covered dependents)	36 Months
Employee becomes entitled to Medicare* (Spouse and covered dependents)	36 Months
Dependent child covered under plan, ceases to be an eligible dependent under the terms of the Plan *(e.g., reaches age limit, marries or otherwise loses dependent status)	36 Months
Persons considered to have total disability, according to Social Security	29 Months

\* **Employee's Responsibility** – You must notify your agency within 30 days when one of these qualifying events occur, or risk jeopardizing your COBRA rights.

- ❖ **Electing COBRA** – Employees and/or their covered dependents who are entitled to COBRA coverage will be sent notification by the employee's agency. If COBRA is elected, the COBRA letter, election form, and a newly completed health insurance application must be submitted per instructions in the COBRA packet. The initial premium, which must cover all periods back to the date of the qualifying event, must also be submitted. Subsequent payments should be sent directly to the carrier.
- ❖ **Employees with Disabilities** – COBRA allows persons considered to have a total disability (while waiting approval for Medicare) to maintain insurance for up to 29 months from the date of the initial qualifying event. The 11-month disability extension must be requested through the Personnel Cabinet, Department of Employee Insurance, before the original 18 months of COBRA expires.
- ❖ **Open Enrollment** – COBRA participants will be allowed to change carriers, benefit levels, and/or level or coverage during Open Enrollment. Information and an application will be sent to all COBRA participants by the carrier.

## 316 Health Insurance

OVEC's health insurance plan provides employees and their dependents access to medical insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

- \* Regular full-time employees
- \* Regular part-time employees (80+ hours per month)
- \* Probationary employees (80+ hours per month)

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between OVEC and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the HR department for more information about health insurance benefits.

## **317 Life Insurance**

Life insurance offers you and your family important financial protection. OVEC and the state of Kentucky provide a basic life insurance plan for eligible employees. Additional supplemental and/or dependent life insurance coverage may also be purchased.

Employees in the following employment classifications are eligible to participate in the life insurance plan:

- \* Regular full-time employees
- \* Regular part-time employees
- \* Probationary employees

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between OVEC and the insurance carrier.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. Contact the Human Resources Office for more information about life insurance benefits.

## **319 Employee Assistance Program**

It is the sincere intent of OVEC to provide a work environment conducive to high employee productivity and job satisfaction. In order to minimize influences that can negatively impact employee morale and productivity, the Board provides eligible employees and dependents with the opportunity to participate in an Employee Assistance Program (EAP).

The EAP service provides a specified level of assistance to eligible employees and their eligible dependents as outlined in the agreement with the vendor. In the event that employees or their eligible dependents exceed the maximum level of services provided in the contract between the EAP vendor and OVEC, they may arrange to continue to receive services by paying for any additional services or use any applicable insurance program or both.

### ***Voluntary Participation***

Employees who are experiencing stress or difficulty coping to the extent they may feel their work performance is affected are encouraged to voluntarily seek counseling and information by contacting the EAP provider directly. Complete confidentiality is assured the employee by the EAP provider.

### ***Administrative Referral***

If an employee's work is so affected adversely by personal or other factors beyond the control of management, a program director may refer the employee to the Employee Assistance Program. However, the employee may refuse to take advantage of the program. In this case, supervisory personnel shall follow normal disciplinary procedures to address employee work performance.

In cases where the employee does take advantage of the Employee Assistance Program, it remains the responsibility of the employee to bring job performance up to acceptable standards.

## **326 Retirement**

### ***Definition***

Retirement means retirement from the Teachers' Retirement System (TRS) or County Employees Retirement System (CERS).

### ***Qualifications***

All certified employees and all other employees required to hold a degree from a four (4)- year college or university accredited with the U.S Department of Education are required to participate in the TRS. Qualified non-certified employees are required to participate in the CERS upon completion of their six-month probationary period.

### ***Notice***

Persons retiring should give the CEO notice as far in advance as possible, but not less than twenty (20) working days prior to retirement for certified and non-certified staff.

### ***Responsibility***

Retirement benefits shall be solely a matter of contract between the employee and the Teachers' Retirement System or the Kentucky Retirement System and shall not be the responsibility of OVEC, except that OVEC shall deduct and send to the Teachers' Retirement System or Kentucky Retirement System those amounts required under Kentucky law.

### ***Unused Sick Days***

Provided an individual has been employed by OVEC for at least four (4) consecutive years prior to retirement., OVEC shall compensate eligible certified employees at the time of retirement for 30% of unused sick leave days at the rate of their current daily salary.

Provided an individual has been employed by OVEC for at least four (4) consecutive years prior to retirement., based on unused accumulated sick leave, OVEC shall purchase for each eligible retiring non-certified employee up to six (6) months of service credit.

### ***Payout of Unused Annual Leave***

Employees retiring under TRS and CERS shall be paid for unused accrued annual leave with payment included in their final check. However, failure to give written notice of retirement at least twenty (20) working days prior to retirement shall result in forfeiture of payment for accrued annual leave.

### ***Escrow Account***

OVEC has created an escrow account to maintain the funds necessary to reimburse employees who qualify for the benefit. At least 50% of each year's maximum liability shall be included as a line item in the General Fund Budget.

To fund the escrow account, each fund or project shall contribute a percentage of salaries of certified employees as processed through the OVEC payroll system. The percentage shall be .05% unless revised by the Board upon the recommendation of the CEO.

Outside agencies or member districts leasing employees from OVEC shall assume responsibility for the escrow payment to OVEC. Member districts leasing OVEC employees shall be charged the escrow fee as part of the Memorandum of Agreement with OVEC for leased employees.

## **Review**

This policy is subject to review and possible amendment annually.

## **327 Domestic/Dating Violence Reporting and Education**

Applicable to OVEC Personnel as Defined in KRS 209A.

Upon request of a victim, OVEC personnel as defined in KRS 209A, shall report an act of domestic violence and abuse or dating violence and abuse to a law enforcement officer. OVEC personnel shall discuss the report with the victim prior to contacting a law enforcement officer.

OVEC personnel shall report to a law enforcement officer when s/he has a belief that the death of a victim with whom s/he has had a professional interaction is related to domestic violence and abuse or dating violence and abuse.

These reporting requirements covering domestic violence and abuse or dating violence and abuse do not relieve any other OVEC personnel of the duty to report any known or suspected abuse, neglect, or dependency of a child pursuant to KRS 620.030. This separate reporting requirement covers abuse, neglect or dependency of a child committed or caused by a parent, guardian, other person exercising control or supervision, of a person in a position of authority or special trust.

If individual OVEC personnel has reasonable cause to believe that a victim with whom s/he has had a professional interaction has experienced domestic violence and abuse or dating violence and abuse, s/he shall provide educational materials to the victim relating to such form(s) of abuse and including information on access to regional domestic violence programs or rape crisis centers and how to access protective orders. These materials shall be made available to OVEC personnel in print form or on the web by the primary domestic violence, shelter, and advocacy service provider designated by the Cabinet for Health and Family Services to serve the OVEC's area.

## **403 Administrative Pay Corrections**

OVEC takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the HR Department so that corrections can be made as quickly as possible.

Corrections (underpayments or overpayments) to payroll errors should take place as soon as possible or by the next regular paycheck. If there is an overpayment to an employee, OVEC will implement a reasonable schedule of employee payments to reimburse OVEC.

## **405 Pay Deductions and Garnishments**

The law requires that OVEC make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. OVEC also must deduct Social Security taxes on each eligible employee's earnings up to a specified limit that is called the Social Security "wage base." OVEC matches the amount of Social Security taxes paid by each employee. The same is true for employees covered by the Kentucky Teacher Retirement System or by the County Retirement System.

OVEC offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

Deductions for membership dues of an employee organization, association, or union shall only be made upon the express written consent of the employee. This consent may be revoked by the employee at any time by written notice to the employer.

Garnishments are pay deductions taken by OVEC, ordered by a court or legal authority to satisfy a debt or legal obligation to OVEC or others.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, the HR department can assist in having your questions answered.

## **409 Hours of Duty**

### ***Standard Office Hours***

Hours of duty shall be determined at time of employment through the individual contract. Flexible time in scheduling individual work hours shall be requested in writing from the immediate supervisor.

Employees are entitled to a rest period of at least fifteen (15) minutes during each four-(4) -hour work period.

### ***Work Week***

The official work week for OVEC shall be Monday through Friday. For purposes of calculating overtime, the work week shall be Sunday through Saturday.

### ***Work Year***

The employment year for all employees shall commence on July 1. Salaries and related benefits will be prorated for the first year and last year of employment.

As directed by the immediate supervisor, exempt employees shall prepare a work plan showing days to be worked in fulfillment of their contract. Changes to the work plan shall be communicated to the immediate supervisor.

### ***Timekeeping***

Accurately recording time worked is the responsibility of every employee. Federal and state laws require OVEC to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Exempt employees will submit a work calendar showing the actual days worked to their supervisor for signature and approval. The completed, signed calendar must be submitted to the Executive Assistant no later than the fifth working day of the month following the calendar month.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record late arrival or early departure from work. Program directors or the Chief Executive Officer must approve overtime before it occurs. Unless granted prior approval, nonexempt employees must adjust their work schedule during the week to avoid working more than 40 hours in any workweek. In adjusting their schedule, the employees will consult with their immediate supervisor to take time off to keep from exceeding the 40-hour maximum and yet not cause undue disruption by being absent from work.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Nonexempt employees should report no more than 15 minutes before the scheduled starting time nor should they stay more than 15 minutes after the scheduled stop time without expressed, prior authorization from their supervisor.

Non-exempt employees must maintain their time sheet on an automated timekeeping system daily. It is the employee's responsibility to approve his or her time records daily to certify the accuracy of all time recorded. Any adjustments that need to be made must be reported to their supervisor immediately. At the end of each pay period, the supervisor will review and approve the employee's time and process the reports for payroll. Timesheet reports shall be forwarded to the Executive Assistant no later than five (5) working days from the end of the pay period for review and approval and will be forwarded to the Payroll Department for processing.

## **501 Health and Safety**

The Chief Executive Officer shall take all necessary and reasonable steps to create a safe and healthful working environment. Relevant federal and state occupational health and safety laws shall be followed. Employees shall cooperate with the CEO to help maintain a safe and healthful working environment. To that end, employees shall:

- Exercise maximum care and good judgment at all times to prevent accidents and injuries;
- Seek first aid for all injuries and report the injury to the supervisor as soon as possible;
- Report unsafe conditions, equipment or practices to supervisory personnel; and
- Observe conscientiously all safety rules and regulations.

When an employee reports an unsafe condition, equipment or practice to a supervisor, the supervisor shall provide written documentation confirming receipt of the report. On receipt of a report from an employee, the supervisor shall have the unsafe condition corrected or report the condition, in writing, to the CEO.

## **502 Life-Threatening Illnesses in the Workplace**

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. OVEC supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, OVEC will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. OVEC will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Employees with questions or concerns about life-threatening illnesses are encourage to contact the Human Resources Office or OVEC's Employee Assistance Program for information and referral to appropriate services and resources.

## **504 Use of Telephones**

Personal use of the telephone for long-distance and toll calls is not permitted. Employees should practice discretion when making local personal calls and may be required to reimburse OVEC for any charges resulting from their personal use of the telephone.

To ensure effective telephone communications, employees should always use an appropriate greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after

the caller has done so.

## **505 Tobacco, Alternative Nicotine Product or Vapor Product Free Campus**

The use of tobacco products, alternative nicotine products, or vapor products as defined in KRS 438.305 is prohibited twenty-four (24) hours a day, (7) days a week on or inside property owned by OVEC, including OVEC offices, stairwells, elevators, hallways, classrooms, restrooms, reception areas, conference rooms, break/lounge areas, and in OVEC- owned or rented vehicles.

This policy applies equally to all employees and visitors.

## **506 Rest and Meal Periods**

Employees are entitled to a rest period of at least fifteen (15) minutes during each four-(4) -hour work period. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their work stations beyond the allotted rest period time.

All full-time nonexempt employees are provided with one meal period of 30 minutes in length each workday. All full-time exempt employees are provided with 1 meal period of 60 minutes in length each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

## **508 Use of OVEC Property**

No OVEC employee shall use any building, vehicle, equipment, or other property owned by OVEC for personal use, unless otherwise approved by the CEO or Board.

### ***Use of Personal Property in the Workplace***

When the assigned location of employment is changed, the employee must remove personal property in a timely manner. Otherwise, all claims to the property shall be relinquished.

### ***Employee Responsibility***

All personnel shall be responsible for OVEC property, equipment, supplies, publications, furniture, and apparatus under their care and use. Any damaged, lost, stolen, or vandalized property shall be reported immediately to an employee's immediate supervisor. Unless otherwise approved by the CEO or designee, an employee shall not use OVEC property for personal gain or benefit or to perform outside work.

### ***Use of OVEC Vehicles***

OVEC-owned vehicles are for the purpose of providing services and assistance directly to local districts.

Associated-owned vehicles shall be replaced based on mileage, repair needs, and costs. OVEC shall pay all required maintenance costs of OVEC-owned vehicles, including costs of insurance and applicable taxes.

### ***Driving Record Check***

The CEO or designee shall obtain a driving record from the Kentucky Department of Transportation on all employees who drive an OVEC-owned vehicle to transport students and/or their parents annually. Any traffic citation received



during the year shall be reported to employee's immediate supervisor prior to resuming their driving responsibilities.

Additional driving records requirements may apply for employees in the Head Start and Early Head Start programs. Please refer to the Employee Handbook for complete information.

## **510 Emergency Closings**

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt operations, as well as endanger employees' well-being and safety. In extreme cases, these circumstances may require the closing of the OVEC office or local school districts where there is assigned field staff. In the event that such an emergency occurs during nonworking hours, local radio and/or television stations will be asked to broadcast notification of the closing. Field-based staff located in schools will follow the emergency closing announcements of local school districts. Office staff residing outside of Shelby County should call the office if local conditions prevent or delay travel to the office.

When operations, either at the OVEC office or in the local school districts, are officially closed due to emergency conditions, or if, the employee is unable to reach work due to severe weather or emergency conditions, the time off from scheduled work will be unpaid for nonexempt employees. Nonexempt employees may use available paid leave time, such as unused annual or personal leave, or if their contract permits, they may use nonwork. Exempt employees shall adjust their work calendar to make up for any day(s) lost due to emergency closings.

## **512 Workplace Threats and Violence**

Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on OVEC property will not be tolerated. Violations of this policy will lead to disciplinary action, which may include dismissal, arrest, and prosecution.

Any person who makes a substantial threat, exhibits threatening behavior, or engages in violent acts on OVEC property shall be removed from the premises pending the outcome of an investigation. OVEC will initiate an appropriate response, which may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of person or persons involved.

No existing OVEC policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing.

All OVEC personnel are responsible for notifying the Human Resource Department of any threat that they have witnessed, received, or have been told that another person has witnessed or received. This shall include oral, written, or electronic threats. Even without an actual threat, personnel should also report any behavior they have witnessed that they regard as threatening or violent, when that behavior is job-related, could be carried out on a company controlled site, or is connected to company employment.

Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior. If a Human Resources representative is not available, personnel should report the threat to their immediate supervisor or another member of the management team.

All individuals who apply for or obtain a protective or restraining order that lists OVEC locations as being protected areas must provide to Human Resources a copy of the petition and declarations used to seek the order. They must also provide a copy of any temporary protective or restraining order that is granted and a copy of any protective or restraining order that is made permanent.

OVEC understands the sensitivity of the information requested and has developed confidentiality procedures that recognize and respect the privacy of the reporting employee(s).

## 514 Visitors in the Workplace

To provide for the safety and security of employees and the facilities at OVEC, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter OVEC at the reception area. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors. Visitors will be asked to sign the guest book at the reception desk prior to proceeding to office areas.

If an unauthorized individual is observed on OVEC's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the reception area.

Field-based staff should check with program directors regarding visitors in their specific site or location.

## 515 Volunteers

OVEC supports and promotes parent and volunteer involvement in its instructional programs. Under the direction and supervision of program staff, volunteers may assist in both instructional and non-instructional activities of children in the Head Start program. Volunteers also may be used in other school and community based programs operated by OVEC to the extent the individuals are supervised by program staff.

In order to comply with Kentucky law, all volunteers who have contact with children in public schools, including Head Start children, on a regularly scheduled or continuing basis shall complete and have on file a criminal records check conducted by the Administrative Office of the Courts.

"Volunteer" may refer to a parent, guardian or other family member and may include, but not be limited to, the following:

- Translator
- Interpreter
- Foster grandparent
- Childcare workers for parent education training

OVEC shall not allow any individual to volunteer in its programs when a criminal records check uncovers any drug-related or sex-related criminal offense, other felony offenses, or other such offenses that OVEC deems as posing a serious or unnecessary risk to the well-being of children or program staff. All other individuals will be welcomed as volunteers in our programs. However, a criminal records check must be completed and a report received from the Administrative Office of the Courts before any individual is permitted to volunteer in a program.

## 516 Technology Acceptable Use Policy

The OVEC Acceptable Use of Technology Policy is incorporated herein by reference. The complete document in its most recent format is available on the OVEC website.

**OVEC  
ACCEPTABLE USE AGREEMENT  
FOR USE OF ELECTRONIC INFORMATION RESOURCES AND TECHNOLOGY**

I, \_\_\_\_\_, have read the OVEC acceptable Use Policy for Electronic Resources and Technology.

By my signature, I am agreeing to comply with this policy.

SAMPLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## 520 Adherence to Copyright Laws

It is the intent of the Board of Directors of the Ohio Valley Educational Cooperative (OVEC) that its employees shall adhere to the provisions of the Copyright Act of 1976 (P. L. 94-553), the provisions of Title 17 of the United States Code, entitled "Copyrights" and all other relative federal legislation related to the duplication, retention, and use of copyright materials.

Employees may duplicate copyrighted materials with the prior written consent of the copyright holder, or where the duplication meets the definition of "fair use" of the materials as defined by law and by the courts.

Employees who make or use copies of copyrighted materials in their jobs are expected to be familiar with published provisions regarding "fair use" and public display, and are expected to provide, upon request of the CEO or program director, the justification under sections 107 or 110 of USC 17 for materials that have been used or copied. OVEC shall develop and disseminate to all current and new employees a compliance manual dealing with the use of copyrighted materials. Training shall be provided for all current and new staff regarding adherence to copyrights and on the compliance manual.

Employees who use copyrighted materials that do not fall within "fair use" or public display guidelines must demonstrate that the materials meet one of the following tests:

- The materials have been purchased from an authorized vendor by the individual or by OVEC and a record of the purchase exists.
- The materials are copies covered by a licensing agreement between the copyright owner and OVEC or the individual employee.
- The materials are being previewed or demonstrated by the user to reach a decision about a future purchase or licensing and a valid agreement exists that permits such use.

Unlawful copies of copyrighted materials may not be produced on OVEC owned equipment. OVEC requires the placement of appropriate notices on or near all equipment capable of making copies.

Unlawful copies of copyrighted material may not be used with OVEC owned equipment, within OVEC owned facilities, or at any OVEC sponsored functions.

The legal and insurance protection of OVEC will not extend to employees who unlawfully copy and use copyrighted materials and OVEC assumes no liability for infringement of copyright by individual employees.

## 550 Travel

### Use of Credit Card by Employees

The Chief Executive Officer is the only authorized employee who may obtain a corporate credit card for use by employees under the conditions stated herein. The Chief Executive Officer shall select the corporate credit card that offers the Cooperative the best terms and conditions.

### **Purposes**

The sole purpose of a corporate credit card is for securing and paying of hotel room reservations from in-state and out-of-state hotels where such hotels will not honor a Purchase Order from the Cooperative; and securing and paying for airline reservations, baggage charges, shuttle charges, and cab charges where a purchase order is not accepted. Use of gasoline credit cards are limited to purchasing gasoline, oil and emergency related supplies for OVEC owned vehicles.

### ***Authorization and Payment of Credit Card Expenses***

The Chief Executive Officer must authorize in writing and in advance the use of the corporate credit card. The Chief Executive Officer and Chief Financial Officer shall authorize the employee use of the credit card for payment of hotel room charges, excluding any meals or miscellaneous additional charges, for airline reservations, for shuttles and cabs while on the trip, and payment for airline baggage charges.

To use an OVEC credit card, an employee must first get authorization to travel from their Supervisor by submitting a Training/Conference Travel Request form. The Director then submits the request to the Chief Financial Officer for review. He will then forward it to the Chief Executive Officer for approval.

When airline reservations are made, online tickets that show the charges should be copied and the copy forwarded to the Accounting department. Upon return from the trip, all receipts from the hotel, shuttles, cabs and airline baggage charges must be forwarded to the Accounting department with a copy of the Director Level Request for Out-of-State Travel form. The Accounting department shall process the prompt payment of all authorized credit card charges so as to avoid any payment of interest and or penalties.

### ***Notification***

The Chief Financial Officer shall notify the Board of Directors of all requests for payment of credit card charges and the purpose(s) of the expenses when said expenses appear on the Orders of Treasurer.

### ***Abuse of Credit Card(s)***

The Chief Executive Officer shall hold any staff member accountable for all expenses incurred from the unauthorized use of the Cooperative's Corporate Credit Card or gasoline card(s), including any interest or penalties charged by the credit card company. Any employee using the credit card(s) for purposes other than those authorized by this procedure shall be accountable by the Chief Executive Officer for all expenses incurred from the use of the credit card. Additionally, the Chief Executive Officer shall take appropriate disciplinary action as necessary and authorized by the policies of the Cooperative. Use of the gasoline credit card for purchases of gasoline or other products and services for private vehicles shall be considered an abuse of the credit card privilege.

### ***Travel Reimbursement***

Employees and other individuals representing the Cooperative are entitled to reimbursement for travel expense incurred during the course of trips made on official business for the Cooperative. In the instances that multiple employees are travelling to the same location for meetings/trainings, OVEC employees must carpool. Unless there is a pre-approved, business reason to drive separately, any employees not carpooling will not be reimbursed for the mileage to the meeting location. To be reimbursed for the travel expense, a Travel Voucher must be submitted for reimbursement. Travel Voucher forms should be obtained monthly by accessing the OVEC website as these forms are updated with the current mileage rate. Failure to use the current Travel Voucher form could result in delay of payment.

If any employee of the Cooperative shall be required in the discharge of his official duties to travel from the place of his official workstation and the travel requires overnight stay, he shall be paid as reimbursement for subsistence and lodging deemed to have been incurred during such official travel, provided a "Request to Travel" form has been approved, the sum of the amounts stated below. For example, to be eligible for breakfast reimbursement, an employee shall leave at or before 6:00 a.m. and return at or after 9:00 a.m. **This requirement will apply to all meals. In all instances and in accordance with IRS rulings, reimbursement for meals shall be paid the employee only if an overnight stay was required. Employees must be traveling the entire time periods listed below:**

1. Subsistence (for overnight travel):
  - a. Breakfast -Authorized travel 6:00 a.m. through 9:00 a.m. \$8.00
  - b. Lunch -Authorized travel 11:00 a.m. through 2:00 p.m. \$12.00
  - c. Dinner -Authorized travel 5:00 p.m. through 8:00 p.m. \$26.00
  - d. Maximum per day substance for each day \$46.00
  - e. In lieu of above, any officer or employee who attends a conference or meeting sponsored by a non-OVEC organization where the cost of the meal is fixed, shall be entitled to reimbursement for actual charges where receipt is given.
2. Lodging:
  - a. More than 16 hours, when lodging is necessary, upon submission of a preprinted receipt from a hotel, motel, or other place of public accommodation covering an overnight lodging at such place of accommodation during the period of absence, and which must be located at least 50 miles from his work station, place of domicile or usual residence. This provision may be waived by the Chief Executive Officer. Actual Cost

All claims for reimbursement of subsistence expenses in the amounts specified in these regulations shall be filed on an OVEC Travel Voucher. Since employee travel has a direct effect on project budgets, **Travel Vouchers should be submitted on a timely basis, preferably monthly. Travel Vouchers should be submitted no later than the 5<sup>th</sup> working day of the month following the month traveled.** Vouchers submitted later than this will not be recommended for payment. In the event of grant termination, failure to submit travel within this time frame could result in loss of reimbursement. The Chief Executive Officer can waive non-recommendations at his discretion. Also, all out-of-state travel must have prior approval from the Chief Executive Officer.

#### Personnel authorized for Official Travel

Chief Executive Officer  
 Consultants  
 OVEC Board Members  
 Cooperative Board Personnel  
 Employees of the Ohio Valley Educational Cooperative  
 Others approved by the Chief Executive Officer

Rate of reimbursement for use of personal automobiles for official travel shall be equivalent to the state travel policies and shall be determined by the circumstances below for employees of the cooperative.

1. Employees will be reimbursed for mileage above and beyond their regular daily commute (driving a car between your home and your main or regular place or work). The sum of the mileage for which you are being reimbursed for in a day cannot be greater than the actual miles less your commute.
2. Employees who do not have a central work site and who work at more than one workplace in a day will be reimbursed for mileage from one workplace to the other. However, mileage from their home and their first workplace as well as mileage from their last workplace and their home is not reimbursable.
3. Cooperative owned vehicles should be used if available and car-pooling should be used in all circumstances.

Exceptions to the above travel and expense policies may be made when agreed to by the Cooperative and an employee, and/or as provided for in contractual arrangements made with other Agencies.

## 580 Bloodborne Pathogens

**Exposure Control Plan.** The CEO/designee shall develop a Bloodborne Pathogen Exposure Control Plan designed to meet the requirements of OSHA.

**Identified Employees.** The CEO shall identify those employees whose likely occupational exposure is to blood or other potentially infectious materials as a result of performing their job duties.

**Employee Vaccination Program.** OVEC provides hepatitis-B (HBV) vaccinations to all employees who have occupational exposure and provides post-exposure follow-up for all employees with an occupational exposure incident.

OVEC requires that only a licensed physician or licensed health-care professional perform or supervise all medical bloodborne pathogens (BBP) evaluations and procedures and that all BBP laboratory tests are at no cost to the employee.

OVEC provides to all identified employees, at a reasonable time and place and at no cost, all BBP evaluations, procedures, vaccinations, and post exposure management.

OVEC offers identified employees HBV vaccination within ten (10) working days of initial assignment to all employees exposed to blood or other potentially infectious materials, unless the employee has a previous HBV vaccination or unless antibody testing has revealed that the employee is immune or the vaccination unnecessary for medical reasons. OVEC agrees to provide the vaccine to employees who initially decline a HBV vaccination but later while still covered under the standard, decide to accept the HBV vaccination. If a doctor or other licensed health-care provider recommends a booster dose(s) at a future date, the implementation of such a recommendation is at no cost to the employee. Any employee who declines HBV vaccination must sign a waiver.

OVEC makes HBV antibody testing available to an employee who desires such testing before declining whether to receive HBV vaccination. If the employee is immune to HBV because of adequate antibody titer, then OVEC does not need to provide the HBV vaccine.

**Medical Records.** OVEC complies with OSHA requirements for record keeping BBP medical records on all employees for the duration of employment plus ten (10) years on all employees.

**BBP Training.** OVEC shall offer all employees an annual program of training on BBP and exposure to other potentially infectious materials. OVEC shall comply with OSHA requirements for maintaining training records.

**Work Practice Controls.** OVEC adopts policies and procedures to reduce the likelihood of employees being exposed to BBP. OVEC can accomplish this objective by altering the manner in which an employee performs a specific task. Included in OVEC control measures shall be an effective approach for infection control. OVEC shall consider all human blood and certain human body fluids as infectious for HIV, HBV, and other Bloodborne pathogens.

## **603 Absences/Unpaid Leave**

Authorization of leave and time taken off one's job shall be in accordance with a specific leave policy. Absence from work that is not based on appropriate leave for which the employee is qualified may lead to disciplinary consequences, up to and including termination of employment.

### ***Absences***

Employees are expected to notify their immediate supervisor when they must be tardy or absent. Staff in positions requiring substitutes must contact both their immediate supervisor and a substitute to work for the day.

An employee who is absent from duty without approval shall report the reason to his/her supervisor as soon as reasonably possible. Unauthorized and/or unreported absence shall be considered absence without leave and deduction of pay may be made for each period of such absence. Unauthorized absences include, but are not limited to, days which result in the employee failing to meet his/her contract commitment. Such absences without leave may be grounds for suspension or termination of employment. Three (3) or more such absences shall be cause for termination.

## ***Leave Authorization***

In order to provide the highest level of service, employees are expected to be at work and on time every day. However, when circumstances dictate, OVEC provides various types of leave under which absences may be authorized. Please note that in many cases a written request, submitted for approval before leave begins, is required. Employees taking leave must file a personal statement upon return to work. Authorization of leave shall be made in accordance with specific leave policy.

## ***Short-Term Unpaid Leave of Absence***

Provided an employee has exhausted all other available leave, the Chief Executive Officer may grant leave without pay for a period or periods not to exceed thirty (30) working days in any fiscal year.

The CEO may grant leave of absence without pay for a period not to exceed the length of the contract for the following purposes:

1. Assignment to and attendance at college, university, or business school for the purpose of training in subjects related to the work of the employee; and
2. Other purposes that are deemed to be in the best interest of the Cooperative.
3. Special leave of absence may be granted to all staff of the Cooperative in accordance with the limits set forth by the Board. When all paid leave options have been exhausted, a written request for unpaid leave of absence may be granted employees for extended personal illness, educational or professional purposes, or for immediate family illness, maternity, adoption of a child or children, or other disability.
4. When an employee is on leave without pay, they must follow the guidelines in the Appendix for continuing health insurance benefits if the employee qualifies for health insurance.

## ***Holidays While on Unpaid Leave***

Employees shall not be paid for holidays that occur during the unpaid leave period.

## ***FMLA***

Eligible employees may apply for leave under the provisions of the Family and Medical Leave Act of 1993. (See Policy 03.12322 FMLA.)

## **604 Special Leaves of Absence**

### ***Extended Disability Leave***

Unpaid extended disability leave may be granted only after accumulated sick leave days have been exhausted.

A physician's statement shall be required when requesting an unpaid extended disability leave of absence. The statement shall indicate the nature of the illness and the estimated recovery time. A second physician's statement may be required on either the request of the CEO or the employee. The cost of the second physician's statement shall be borne by the party requesting the statement.

The length of extended disability leave shall be based on the recommendation of the employee's physician. Leave shall normally not exceed three (3) months.

The CEO may lengthen the period of extended disability leave granted based on the recommendation of the employee's physician and upon the employee's request. The requesting party will choose and pay for any physician



charges. A second physician's statement may be required on the request of the CEO. The cost of the second opinion shall be borne by OVEC.

Employees on extended disability leave shall notify the CEO in writing of their intent to return to OVEC on or before the date prescribed. Employees who fail to notify the CEO of their return by the date prescribed may not be guaranteed employment for the following year.

When, in the opinion of the CEO, there is evidence that an employee is no longer able to perform satisfactorily the assigned duties, the CEO may require the employee to provide evidence of fitness in the form of an examination and report by a physician of the CEO's choosing. OVEC shall bear the cost of this examination. The CEO may place the employee on involuntary disability leave pending the physician's examination.

When the CEO's personal health is in question, the Board may place the CEO on involuntary disability leave pending a physician's examination.

The employee shall have the right to a hearing on such an involuntary leave and its renewal or extension.

In compliance with the Family and Medical Leave Act of 1993, medical leave shall be granted in accordance with Board Policy 03.12322.

### ***Military/Disaster Leave***

Employees shall be entitled to military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which they are entitled. Determination of the period of military leave to be granted shall be made according to statutory requirements and shall be based on the federal fiscal year.

The employee is responsible for notifying his/her immediate supervisor as soon as s/he is notified of an impending military-related absence.

Under KRS 61.395, the Board may grant disaster services leave to requesting eligible employees.

## **605 Political Activities**

Employees of the Board shall not engage in political activities during office hours. At no time shall OVEC equipment be used for political purposes by employees. Any employee engaging in political activity during office hours shall be subject to disciplinary action that could result in termination.

An employee may apply to the Chief Executive Officer for leave of absence to engage in political activities. (See Policy 03.123.) However, such leave is subject to approval of the CEO.

### ***Legislative Leave***

Upon written request, personnel shall be granted a leave of absence, without pay, to serve as a member of the General Assembly. Leave shall be for the period of service.

The Board may require personnel to take a leave of absence, without pay, while campaigning for any elective position.

## **606 Family and Medical Leave**

In accordance with the federal Family Leave and Medical Act of 1993, OVEC provides family leaves of absence without pay to eligible employees who wish to take time off work duties for their own personal illness and to fulfill family obligations relating directly to the birth or illness of a child; the care for a newborn child; the adoption of or

the placement of a child for adoption or foster care; or to care for the employee's seriously ill spouse, child or parent. In addition, FML may be requested for the following military related reasons:

1. To address a qualifying exigency (need) defined by federal regulation arising out of the covered active duty or call to active duty involving deployment to a foreign country of the employee's spouse, son, daughter, or parent who serves in a reserve component or as an active or retired member of the Regular Armed Forces or Reserve in support of a contingency operation; and
2. To care for a covered service member (spouse, son, daughter, parent or next of kin) who has incurred or aggravated a serious injury or illness in the line of duty while on active duty in the Armed Forces that has rendered or may render the family member medically unfit to perform his/her duties or to care for a covered veteran with a serious injury or illness as defined by federal regulations.

Leave to care for an employee's healthy newborn baby or minor child who is adopted or accepted for foster care must be taken within twelve (12) months of the birth or placement of the child.

### ***Notices and Deadlines***

Employees who may be eligible for or who request leave for any of the above reasons shall be provided an FMLA notice of eligibility and rights and responsibilities. OVEC may require that a request for leave be supported by a certification for health care or military-related situations as permitted by federal law, but such requirements must be set out in the required notice. Employees must request non-emergency leaves thirty (30) days in advance. Employees must request emergency leaves within two (2) working days of the emergency or as soon as practicable. Employees must submit their leave requests to the CEO or designee. If necessary, verbal requests may be made to the immediate supervisor or other administrator who shall immediately inform the Human Resources Department who shall properly document the leave and discuss the details of the FMLA and necessary FMLA documentation with the employee.

*Deadline for Notice to be Provided:* Absent extenuating circumstances, within five (5) business days of OVEC receipt of a request or OVEC being made aware of a potentially qualifying reason.

OVEC shall designate an employee's leave, paid or unpaid, as FMLA-qualifying and shall provide a designation notice indicating whether the request is approved or if additional information is needed. Leave may be delayed if the employee does not provide proper notice (30 days advance notice for a foreseeable leave); otherwise, notice as soon as the need becomes known).

*Deadline for Notice to be Provided:* Absent extenuating circumstances, within five (5) business days of learning that an FMLA reason supports the leave.

### ***Eligibility***

Regular full-time and regular part-time employees are eligible to request family leave if they have been employed by OVEC for at least twelve (12) months directly before the leave would start. OVEC calculates FMLA eligible leave on a rolling twelve (12) month period. In determining whether returning veterans meet the minimum 1,250 hour standard, hours actually worked for OVEC during the twelve-month period are to be combined with hours they would have worked for OVEC had they not been called for military service.

Eligible employees may request up to twelve (12) weeks of family leave within any twelve (12)-month period. FMLA leave is generally unpaid. When family and medical military caregiver leave is taken based on a serious illness or injury of a covered service member, an eligible employee may take up to twenty-six (26) workweeks of leave during a single twelve-month period. OVEC will require an employee to use any available sick leave concurrently with the FML if applicable, except that the employees may request to reserve (10) days of sick leave. This requirement shall not apply to employees taking workers' compensation leave.

Family and medical leave may be taken intermittently (when medically necessary) or on a reduced hours basis. It is the employee's responsibility to obtain proper documentation to be given to the Human Resources Department for review with the Chief Executive Officer.

Unless the employee waives medical coverage while on leave, medical coverage provided by the State of Kentucky's health insurance plans through OVEC will continue. The State of Kentucky will continue to make the State's portion of the premium payment while an employee is on FMLA. If the employee makes a contribution to his/her health insurance, then during the leave the employee must continue to make their contribution for medical coverage after the first thirty (30) days of family or medical leave. Failure to make this payment will, after a forty-five (45) day grace period, result in termination of that employee's medical coverage by the State of Kentucky.

OVEC will reinstate employees, upon their return to work, into the health insurance plan with no break in coverage or pre-existing conditions. This shall apply even if the employee waives coverage or lost coverage during a family or medical leave. OVEC will suspend holiday benefits, during unpaid family leave. Email access will be turned off while an employee is on extended unpaid family leave.

When a family leave ends, OVEC will return the employee to the same position, if it is available, or to a similar available position at the same level of pay and benefits provided before the leave period. If an employee fails to report to work promptly at the end of the approved leave period, OVEC will assume that the employee has resigned.

### **Notice**

OVEC shall notify employees of family and medical leave provisions by posting appropriate notices in conspicuous places in the main office and each worksite and distributing notices as required by law.

## **607 Personal and Emergency Leave**

OVEC provides personal leave with pay to eligible employees who wish to take time off from work duties to fulfill personal obligations or to meet an emergency. Only employees in the following employment classifications who work at least 185 days and no more than 239 days are eligible to request personal leave as described in this policy:

- \* Regular full-time employees
- \* Regular part-time employees
- \* Probationary employees – Available upon completion of 6-month probationary period.

Personal leave may be granted for a period of up to two (2) calendar days every fiscal year (July 1 to June 30).

Requests for personal leave will be evaluated based on a number of factors, including anticipated work load requirements and staffing considerations during the proposed period of absence.

Any unused personal leave on June 30 will be credited to the employee's sick leave account.

## **608 Paid Parental Leave Policy**

OVEC employees are eligible for paid parental leave in connection with a qualifying birth of a child or the placement of a child with an employee for adoption. Paid parental leave of up to 8 work weeks (40 work days) is available in connection with the birth or placement (adoption) of a child occurring on or after January 1, 2025.

Paid parental leave granted in connection with a qualifying birth or placement is paid for 8 weeks of unpaid FMLA leave and is available immediately following the birth or placement. In order to be eligible for paid parental leave, an employee must be eligible for FMLA leave and must meet FMLA eligibility requirements

(see section 606 Family and Medical Leave). Employees must submit to the Human Resources department documentation of qualifying birth (e.g., birth certificate which includes employee's name) or adoption (e.g., judgment of adoption which includes employee's name).

Paid parental leave is limited to 8 work weeks (40 work days) and may be used one time annually per employee. Within these 8 work weeks, paid parental leave is available as long as an employee has a continuing parental role with the child whose birth or placement was the basis for the leave entitlement.

An employee may not use any paid parental leave unless (1) the employee participates in a mandatory leave meeting with the Human Resources department and (2) the employee agrees in writing, before commencement of the leave, to subsequently work for OVEC for at least 8 weeks after the paid parental leave. This 8-week work obligation begins on the employee's first scheduled workday after such paid parental leave concludes.

Failure to complete the 8-week work obligation may result in (1) forfeiture of OVEC paid benefits, including accrued vacation, (2) ineligibility for re-employment, and (3) administrative pay corrections (see section 403 Administrative Pay Corrections).

\*Employees are encouraged to review the terms of any short-term disability insurance coverage benefit, if applicable.\*

Template: Agreement to Complete 8-Week Work Obligation

I, [insert employee's name], understand that the usage of paid parental leave requires that I complete an 8-week work obligation at OVEC at the time I conclude using paid parental leave granted in connection with the birth or placement (for adoption or foster care) of my child.

I agree to return to work and complete the required 8 weeks of work. When returning my work schedule will be consistent with my pre-leave work schedule.

I understand that the required 8-week work obligation is fixed and not proportionally reduced if I use less than 8 weeks of paid parental leave. I understand that only actual work periods when I am on duty (during my scheduled work hours) will count toward the 8-week work obligation. I understand that periods (paid or unpaid) of leave and time off (including holiday time off) do not count towards the completion of the 8-week work obligation.

I understand that only work performed after use of paid parental leave concludes counts toward the 8-week work obligation. I understand that any period(s) of work during intermittent usage of paid parental leave (i.e., work performed prior to the conclusion of the use of paid parental leave) does not count toward the 8-week work obligation.

I understand that, if I fail to return to work and fully complete the required 8-week work obligation, I may (1) forfeit OVEC paid benefits, including accrued vacation, (2) be ineligible for re-employment, and (3) be subject administrative pay corrections (see section 403 Administrative Pay Corrections).

I understand that, if I separate from OVEC before completing that obligation, such separation is considered to be a failure to meet that obligation. I understand that, in that circumstance, I will not be allowed to complete the work obligation at a later time.

If an OVEC determines that the reimbursement requirement applies, I agree to make the required reimbursement to OVEC and to permit administrative pay corrections to recover the amount owed.

Employee's Signature:

Date:

Note: Employee's paid parental leave request must be attached to this work obligation agreement.

## **702 Drug and Alcohol Use**

Believing that illicit drug use by employees is both harmful to the individual and to the efficient operation of the Cooperative, the Board adheres to the intent of the federal Drug-Free Workplace Act. For all purposes of this policy the term workplace shall be defined as inclusive of all OVEC facilities or work sites to which staff may be assigned in local school districts.

### ***Prohibitions***

Employees shall not manufacture, distribute, dispense, be under the influence of, purchase, possess, use, or attempt to obtain, sell or transfer any of the following in the workplace or in the performance of duties:

1. Alcoholic beverages;
2. Controlled substances, prohibited drugs and substances, and drug paraphernalia; and or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined by federal regulation.
3. Substance that "look like" a controlled substance. In instances involving look-alike substances, there must be evidence of the employee's intent to pass off the item as a controlled substance.

In addition, employees shall not possess prescription drugs for the purpose of sale or distribution.

### ***Definitions***

"Controlled substance" shall mean any substance or immediate precursor listed in Chapter 218A of the Kentucky Revised Statutes or any other substance which may be added by the Kentucky Cabinet for Health and Human Services under regulations pursuant to KRS 218A.020.

Prohibited drugs include, but are not limited to, any substance that an individual may not sell, possess, use, distribute or purchase under Federal or Kentucky law.

Prohibited substances include:

1. All prescription drugs obtained without authorization, and
2. All prohibited substances however taken or used, including but not limited to, inhaling, ingesting, and / or injecting. These include, but are not limited to, prescribed and over-the-counter drugs and prohibited volatile substances as defined in KRS 217.900 or synthetic compounds/substances that are used or intended for use for an abusive and / or intoxicating purpose.

An employee who personally uses a drug authorized by and administered in accordance with a prescription from a health professional shall not be considered in violation of this policy.

Any employee who violates the terms of this policy may be suspended, non-renewed or terminated. In addition, violations may result in notification of appropriate legal officials.

As a condition of employment, the Board requires that each employee sign a statement agreeing to abide by this policy and to notify the Chief Executive Officer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. In the event of a conviction, the CEO shall take personnel action against the employee, up to and including termination.

As an alternative, the CEO may choose that an employee who violates the terms of the OVEC drug-free/alcohol-free workplace policies shall satisfactorily participate in an OVEC-approved drug/alcohol abuse assistance or rehabilitation program. The employee shall be required to provide progress reports on a schedule established by the CEO. If the employee fails to satisfactorily participate in such a program, the employee may be suspended or terminated.

Following determination by an administrative or judicial proceeding that s/he engaged in misconduct involving the illegal use of controlled substances, a teacher who has been reprimanded or disciplined for misconduct involving illegal use of controlled substances shall submit to random or periodic drug testing in accordance with applicable Kentucky Administrative Regulation for a period not to exceed twelve (12) months from the date of such reprimand or disciplinary action.

### *Reporting*

An employee shall promptly make a report to the local police department, sheriff, or Kentucky State Police, by telephone or otherwise, if they know or have reasonable cause to believe that conduct has occurred which constitutes the use, possession, or sale of controlled substances on the school premises or within one thousand (1,000) feet of school premises, on a school bus, or at a school sponsored or sanctioned event.

The CEO shall establish a drug-free awareness program to include, but not be limited to:

- 1) The dangers of drug abuse in the workplace;
- 2) Information regarding drug counseling, rehabilitation and drug assistance programs available;
- 3) The Cooperative's policy of maintaining a drug-free workplace; and
- 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

## **703 Harassment/Discrimination**

### ***Definition***

Harassment/Discrimination of employees is unlawful behavior based on the race, color, national origin, age, religion, sex (including sexual orientation or gender identity), genetic information, disability or limitations related to pregnancy, childbirth, or related medical conditions in employment, educational programs or activities of an employee involving intimidation by threats of or actual physical violence; the creation, by whatever means, of a climate of hostility or intimidation, or the use of language, conduct, or symbols in such manner as to be commonly understood to convey hatred or prejudice. For purposes of this definition, charges of sexual harassment may include persons of the same or opposite sex.

### ***Prohibition***

Harassment/Discrimination is prohibited at all times on OVEC property and off OVEC grounds during OVEC-sponsored activities. This prohibition also applies to visitors to OVEC who may come into contact with employees and students. OVEC staff shall provide for a prompt and equitable resolution of complaints concerning harassment/discrimination.

### ***Disciplinary Action***

Employees who engage in harassment/discrimination of another employee or a student on the basis of any of the areas mentioned above shall be subject to disciplinary action including, but not limited to, termination of employment.

### **Guidelines**

Employees who believe they or any other employee, student or visitor is being or has been subjected to harassment/discrimination shall, as soon as reasonably practicable, report the incident. Persons authorized to receive reports of harassment/discrimination include the Chief Executive Officer, Program Director, or Human Resources personnel. Complaints of harassment/discrimination, whether verbal or written, shall lead to a documented investigation and a written report.

If the CEO is an alleged party in the harassment/discrimination complaint, provision shall be made for addressing the complaint to the Chair of the Board of Directors.

If allegations are made against any party other than the CEO, the CEO shall provide for the following:

1. Investigation of allegations of harassment/discrimination to commence as soon as circumstances allow, but not later than ten (10) working days from submission of the original complaint, regardless of the manner in which the complaint is communicated to the CEO, a program director, or Human Resources personnel. A written report of all findings of the investigation shall be completed within forty (40) calendar days, unless additional time is necessary due to the matter being investigated by a law enforcement or governmental agency.

The CEO/designee may take interim measures to protect complainants during the investigation.

2. A process to identify and implement, within five (5) working days from the submission of the written investigative report, methods to correct and prevent reoccurrence of the harassment/discrimination. If corrective action is not required, an explanation shall be included in the report.
3. A process to be developed and implemented to communicate requirements of this policy to all staff, which may include, but not be limited to, the following:
  - written notice provided in publications such as this manual, staff memoranda, and/or pamphlets;
  - postings in the same location as are documents that must be posted according to state/federal law; and/or
  - such other measures as determined by the CEO.
4. Training explaining prohibited behaviors and the necessity for prompt reporting of alleged harassment/discrimination.
5. Development of alternate methods of filing complaints for individuals with disabilities and others who may need accommodation.

Field based staff assigned to a work site in a member school district shall notify the Chief Executive Officer of any complaint of harassment, sexual or otherwise, perpetrated on the employee by a district employee. The CEO shall notify the employee of the name of the district's staff member assigned to handle harassment complaints. The responsibility for handling the complaint will reside with the district involved.

### **Complaint Process**

Employees filing a complaint concerning alleged harassment/discrimination shall follow the process and timelines set out for other grievances. (Please refer to Policy 03.16.)

## ***Prohibited Conduct***

Depending on the circumstances and facts of the situation, and within the definition of harassment/discrimination contained in this policy, examples of conduct and/or actions that could be considered a violation of this policy include, but are not limited to:

1. Any nicknames, slurs, stories, jokes, written materials or pictures that are lewd, vulgar, or profane and relate to any of the protected categories listed in the definition of harassment/discrimination contained in this policy;
2. Unwanted touching, sexual advances, requests for sexual favors, and spreading sexual rumors;
3. Instances involving sexual violence;
4. Causing an employee to believe that s/he must submit to unwelcome sexual conduct in order to maintain employment or that a personnel decision will be based on whether or not the employee submits to unwelcome sexual conduct;
5. Implied or overt threats of physical violence or acts of aggression or assault based on any of the protected categories;
6. Seeking to involve individuals with disabilities in antisocial, dangerous or criminal activity where they, because of disability, are unable to comprehend fully or consent to the activity; and
7. Destroying or damaging an individual's property based on any of the protected categories.

## ***Confidentiality***

OVEC employees involved in the investigation of complaints shall respect, as much as possible, the privacy and anonymity of all parties involved.

## ***Appeal***

Upon the completion of the investigation and correction of the conditions leading to the harassment/discrimination, any party may appeal in writing any part of the findings and corrective actions to the CEO.

## ***Failure to Act***

Failure by an employee and/or the CEO to report, notify, and/or initiate an investigation of alleged harassment/discrimination as required by this policy or to take corrective action shall be cause for disciplinary action.

## ***Notifications***

In circumstances also involving suspected child abuse, additional notification shall be required by law.

In applicable cases, employees must also report harassment/discrimination to appropriate law enforcement authorities in accordance with KRS 158.156.

## ***Retaliation Prohibited***

No one shall retaliate against an employee or student because s/he submits a grievance, assists or participates in an investigation, proceeding, or hearing regarding the charge of harassment/ discrimination of an individual or because s/he has opposed language or conduct that violates this policy.

Upon the resolution of allegations, the CEO shall take steps to protect employees and students against any form of reprisal or retaliation for having filed a good faith complaint under this policy.



## **Other Claims**

When a complaint is received that does not appear to be covered by this policy, administrators shall review other policies that may govern the allegations.

## **704 Attendance and Punctuality**

To maintain a safe and productive work environment, OVEC expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on OVEC. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

## **705 Personal Appearance**

Employees shall dress appropriately and professionally according to their assigned position and related job description. Immediate supervisors shall address with those employees under their supervision any issues concerning inappropriate dress. Consideration should be given for the type of work being performed.

Employees whose appearance is determined to be inappropriate will be directed to leave and return in proper attire. However, OVEC shall not pay them for the time required to do so.

## **706 Return of Property**

Employees are responsible for all OVEC property, materials, or written information issued to them or in their possession or control. Employees must return all OVEC property immediately upon request or upon termination of employment. Where permitted by applicable laws, OVEC may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. OVEC may also take all action deemed appropriate to recover or protect its property.

## **710 Security Inspections**

OVEC wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, OVEC prohibits the possession, transfer, sale, or use of such materials on its premises. OVEC requires the cooperation of all employees in administering this policy.

Desks and other storage devices may be provided for the convenience of employees but remains the sole property of OVEC. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of OVEC at any time, either with or without prior notice.

## **712 Solicitation**

In an effort to ensure a productive and harmonious work environment, persons not employed by OVEC may not solicit or distribute literature in the workplace at any time for any purpose.

OVEC recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

Examples of impermissible forms of solicitation include:

- The circulation of petitions
- The distribution of literature not approved by the employer
- The solicitation of memberships, fees, or dues

In addition, the posting of written solicitations on company bulletin boards is prohibited. Bulletin boards are reserved for official organization communications.

## **715 Gifts**

No employee or Board member of OVEC shall receive, directly or indirectly, any gift, reward, or promise of reward in exchange for influence in recommending or procuring the use of any goods, services, property, or merchandise of any kind for which funds are expended.

No employee shall accept, for personal use, gifts from current or potential vendors.

Any gift accepted on behalf of OVEC becomes the property of OVEC to be used in a fair and equitable manner. Disposition of any gift valued at more than \$25 presented to an OVEC employee for OVEC use shall be determined by the CEO/designee.

Appeals to community organizations for support shall be authorized in writing by the CEO prior to collection of funds. All donations/contributions will be voluntary.

## **750 Disrupting the Workplace**

Any employee who participates in or encourages activities that disrupt the orderly administration of OVEC activities or operations may be subject to disciplinary action, including termination.

Behavior that disrupts the educational process includes, but is not limited to:

- Conduct that threatens the health, safety or welfare of others;
- Conduct that may damage public or private property (including the property of staff or visitors);
- Illegal activity; or
- Conduct that disrupts delivery of services, completion of work responsibilities or interferes with the orderly administration of OVEC and OVEC -related activities or OVEC operations.

No employee, employee organization, or any affiliate, including but not limited to, state or national affiliates thereof, may take part in, promote, or assist in a strike against the OVEC.

The Board may, in any action of law, suit in equity, or other proper proceedings, take action against any employee organization, any affiliate thereof, or any person aiding or abetting in a strike, for redress of such unlawful act.

OVEC will not pay salary, wage, or related fringe benefits to or on behalf of any employee for any day when the employee fails, as a result of a strike, to report for work as required by his/her contract.

Neither an employee organization, its officers, its agents, its members, nor any employee may assist, engage, or take part in, or cause, induce, or encourage any strikes, sanctions, slowdowns, sit-ins, picketing or refusal to cross picket lines, boycotts, interruptions of work, other public demonstration, or any concerned effort that interferes with,

impedes, or impairs the normal operation of OVEC.

Violation by an employee of any or all of the above conditions allows the CEO, at his/her sole determination, to take such disciplinary action as it may decide, up to and including dismissal of the employee.

## **780 Employee Discipline, Termination, and Resignation**

Any employee who violates an OVEC rule or regulations, policy, procedure, and standard of employee conduct and behavior may be subject to disciplinary action. Disciplinary actions may be taken against an employee when, in the judgment of the supervisor, such action is warranted. Discipline shall be commensurate with the behavior.

Employees may be subject to the following disciplinary actions by the CEO, to include, but not be limited to:

- Documented verbal warning or reprimand
- Written warning or reprimand - may include Improvement Plan with scheduled follow-up
- Probation imposed – may include Corrective Action Plan with scheduled follow-up
- Reassignment (temporary or permanent)
- Suspension without pay
- Nonrenewal
- Dismissal (termination)

An employee may be relieved from duty for the remainder of the work day by the immediate supervisor, pending action by the CEO, when drugs, alcohol, and/or the safety of employees or others are involved.

### ***Causes for Personnel Action***

Reasons for which an employee shall be subject to disciplinary or job action shall include, but not be limited to, the following:

1. Dishonesty, neglect of duty, incompetence, inefficiency or insubordination.
2. Reporting to work under the influence of or use or possession of alcohol while on duty, or the illegal use or possession of controlled substances at any time.
3. Unauthorized possession or use of firearms, dangerous weapons, or explosives on OVEC property.
4. Unsatisfactory evaluation of any factor on the employee's performance evaluation report and/or failure to improve.
5. Unexcused absence, tardiness, absence without notification or abuse of sick leave.
6. Violation of or refusal to obey OVEC policies or state regulations adopted by the Kentucky Board of Education or by the Board.
7. Falsifying information supplied to OVEC including information on application forms, absence reports, time sheets, calendars, travel reports, or any other information.
8. Criminal convictions for felonies or other acts of conduct occurring on or off the job which are directly related

to job performance, or reflect adversely upon OVEC or its operations, or are of such nature that to continue the employee in the assigned position could constitute negligence in regard to duties to students, program participants, employees, and to the general public.

9. Immorality or other unprofessional conduct.
10. Loss of licensure or certification required for the assigned position.
11. Behavior that poses a threat to the operation of OVEC or to the safety and well-being of the individual or others or to property.
12. Unauthorized use or misuse, stealing, or unauthorized removal of OVEC, agency or government property or records.
13. Use of corporal punishment as a disciplinary measure with a child in the care of OVEC.
14. Breach of confidentiality regarding students, program participants, or employees of the agency.
15. Failure to maintain the confidentiality of information about students or staff obtained in the course of employment, unless disclosure serves a legitimate job-related purpose or is required by law.
16. Engaging in any sexually related behavior with a student with or without consent, including but not limited to, behavior such as sexual jokes; sexual remarks; sexual kidding or teasing; sexual innuendo; pressure for dates or sexual favors; inappropriate physical touching, kissing, or grabbing; rape, threats of physical harm; and sexual assault.
17. Physical or mental disability, consistent with applicable laws protecting employees with disabilities.

### ***Resignation***

If an employee voluntarily resigns, the resignation shall be in writing and shall become binding on the date the resignation is accepted by the CEO. The resignation is effective on the date specified in the letter of resignation. A resignation, once accepted, may be withdrawn only with the approval of the CEO. Resignations must come before a Holiday if the employee will not be returning to work after the Holiday. In the absence of a specific policy or written agreement to the contrary, employees are free to resign at any time. However, all employees are expected to give written notice of their intent to resign. Such notice should be delivered to the Program Director or CEO in advance of the date of resignation as follows:

Certified staff – twenty (20) working days

Non-certified staff – ten (10) working days

Failure to give the required notice may result in forfeiture of OVEC paid benefits, including accrued vacation, and ineligibility for re-employment.

Before the effective date of a resignation, the employee must arrange for an exit interview to determine the reason for the decision; to ensure return of petty cash and/or Cooperative property; to settle any outstanding obligations; to make provisions for completing unfinished work; and to explain conversion benefits under the

Cooperative's group insurance plans and other vested benefits available to the employee under the Cooperative's benefit plan (COBRA). A written report of the employee's exit interview will be placed in the employee's personnel file.

## **782 Non-Renewal and Staff Reduction**

In the event the Board chooses, upon the recommendation of the Chief Executive Officer, to non-renew a limited contract, written notice shall be provided to the employee no later than May 15 of the year in which the contract is in effect. Upon written request by the employee, the CEO shall provide a written statement containing the specific, detailed, and complete grounds upon which non-renewal of the contract is based.

In the event of a decrease in or loss of funding, the Board shall have full authority to reduce the number of employees. Upon recommendation of the CEO and approval of the Board, a reduction of staff for any position may occur. Further suspension of contracts may be made pursuant to KRS 161.800.

Non-renewal of contracts or staff reduction of those employees who are hired pursuant to and as a direct result of an agreement with an outside agency shall occur upon termination of the agreement between OVEC and the agency under which they were hired, upon voluntary resignation of the employee, or upon such other terms in said agreement.

## **805 Sanctions**

### ***Reprimand***

Except in the case of a serious violation, a reprimand should be preceded by a warning. Reprimands shall be placed in writing and must contain the specifics of the conduct for which the employee is being reprimanded and be signed by the employee and the supervisor. The employee's signature assures only that the reprimand has been discussed with the employee and does not necessarily constitute the employee's agreement with the contents of the reprimand. The appropriate program director must receive a copy of the reprimand and forward it to the Human Resources Department to file in the employee's personnel file. If employees receive two (2) reprimands for the same offense during a twelve (12) month period or three (3) reprimands for any problem during that same period, they are automatically placed on disciplinary probation.

### ***Disciplinary Probation***

The term of a disciplinary probation shall not exceed twenty (20) working days. An employee on disciplinary probation shall receive a written explanation of the reason for the disciplinary action, signed by the program director and the employee, with a discussion of the corrective actions the employee must take and the supervisory assistance that will be available to help the employee improve performance. The employee's signature assures only that the offense, and subsequent probationary status, corrective measures and length of probationary period have been discussed with the employee and does not necessarily constitute the employee's agreement with the reason for disciplinary probation. The program director and the employee must receive a copy of the probationary action and a third copy is to be forwarded to the Human Resources Department to be placed in the employee's personnel file. At the end of the specified period, the appropriate program director shall remove probationary status or, if no improvement has been made, shall recommend to the Chief Executive Officer the employee's suspension without pay or termination.

Any employee may be placed on disciplinary probation when work performance deteriorates and the program director believes it necessary to impress upon the employee the need for improvement. Employees who improve satisfactorily during the probationary period may be restored to regular status. Failure to gain a satisfactory performance rating during probation will result in transfer, demotion, suspension or termination.

Any employee placed on disciplinary probation more than twice during a twelve (12) month period will be subject to being suspended without pay or recommended for disciplinary termination by the employee's program director to the CEO. This suspension or disciplinary termination must be consistent with the offenses that lead to placements

of disciplinary probation.

Regular employees who have been placed on probation are eligible for paid holidays, but may not take annual leave during the probationary period.

## **810 Suspension**

### ***Suspension with Pay***

An employee shall be suspended with pay only when the CEO determines there is a justifiable safety need or to prevent significant disruption of the workplace and/or educational process. The period of suspension with pay shall not exceed the time needed to determine whether the employee is to return to active service or face disciplinary action. Typically, suspension with pay shall not exceed ten (10) working days. However, if circumstances arise that require an investigation or other proceedings that may extend beyond ten (10) days, the CEO may lengthen the period of suspension, not to exceed an additional fifteen (15) working days. Employees suspended with pay shall remain available for immediate recall to active service.

### ***Suspension without Pay***

A period of suspension without pay shall not exceed (20) working days. Suspension by the CEO at the recommendation of a program director (or by the program director in cases of violations as defined below) shall result in employees being relieved immediately of their duties. Suspension may result from previous cumulative disciplinary action or may occur without prior supervisory correction if, in the opinion of the CEO, the employee's offense is so severe that continued presence on the job may result in danger, threat, or harm to the students, staff, cooperative property or equipment, or to the employee.

An employee who is suspended shall receive a written explanation of the reason for the suspension, signed by the CEO and the employee. The employee's signature assures only that the offense, and subsequent terms of suspension have been discussed with the employee and does not necessarily constitute the employee's agreement with the reason for suspension. The appropriate program director must receive a copy of the suspension action and place it in the employee's personnel file.

Employees on suspension without pay shall lose pay and fringe benefits for the period of suspension. An employee may arrange to maintain insurance benefits during the suspension without pay, provided they pay the premiums to keep benefits in paid status.

Consultation between the employee, his/her immediate supervisor or program director, and the CEO or designee must occur before the employee is reinstated.

Any employee suspended without pay more than twice during a twelve (12) month period will be demoted or recommended for disciplinary termination by the employee's program director to the CEO. This disciplinary termination must be consistent with the offenses for which they were suspended.

## **815 Reinstatement of Staff Members**

The CEO shall have the authority to reinstate personnel immediately upon receipt of information that s/he believes justifies reinstatement or upon the reinstatement of an agreement with the outside agency under which employee was previously employed.

The CEO shall report to the Board the reinstatement and the rationale for such action at the next meeting following the reinstatement.

## **820 Due Process**

All employees have the right to required due process in the resolution of a dispute regarding adverse action taken against them.

An employee who is being disciplined due to poor job performance or for other good cause has the following rights:

1. The right to know the specific reason(s) for the disciplinary action;
2. An opportunity to be heard, including
  - a. The right to present witnesses on his/her behalf;
  - b. The right to representation at the employee's expense by a person of their own choosing (subject to the restrictions of these policies and procedures);
3. A prompt decision rendered in writing;
4. Redress for OVEC failure to follow its own policies and procedures, including the employee's right to due process;
5. Redress for gross disregard of the facts or evidence in a case at earlier stages of an appeal, whereupon if the employee alleges and can prove in writing such disregard, the CEO may review the merits of the case; and
6. The right to appeal the decision of OVEC or its governing bodies to independent external bodies, such as the State or local Human Rights Commission, Equal Employment Opportunity Commission, or courts of law.

## **822 Communications / Grievances**

### ***Staff Involvement***

The Board believes that, to the extent practicable, employees affected by major decisions should have the opportunity to have input or make recommendations to the CEO. Appropriate areas for broad participation by employees would include, but not be limited to, development of policy.

### ***Lines of Communication***

OVEC employees shall be informed of approved lines of communications and required to follow these lines in carrying out their duties.

Grievances/communications are individual in nature and must be brought by the individual employee.

Examples of conditions that may be causes for grievance include:

- Application of Cooperative policies, practices, rules, regulations and procedures believed to be to the detriment of an employee;
- Treatment considered unfair by an employee, such as coercion, reprisal, harassment, or intimidation;
- Improper or unfair administration of employee benefits or conditions of employment such as annual leave, fringe benefits, holidays, salary, seniority, or performance; or
- Appraisal of working conditions.

Examples of conditions that shall not be considered as causes for grievance include:

- Cooperative policy, state or federal law, regulation or funding sources;
- content of a funding requirement;
- non-selection or promotion (requires an appeal);
- an evaluation or performance rating;
- any adverse action, e.g. termination, demotion, transfer, etc. (requires an appeal); or
- a simple disagreement.

Harassment/discrimination allegations shall be governed by Policy 03.162.

### ***Grievances***

It is the policy of OVEC to provide employees with the opportunity for redress of job actions or conditions that the employee believes unfair, in conflict with policies, or in violation of state or federal law.

Any employee dissatisfied with working conditions or other management-controlled matters may file a written grievance to seek correction or relief. A grievance may be filed when the employee believes that rules have been interpreted or applied incorrectly or when there is no rule governing a condition that the employee believes unjust.

All grievances will be resolved fairly and promptly.

A grievance is an employee's expressed feeling of dissatisfaction concerning conditions of employment or treatment by management, supervisors, or other employees.

### ***Retaliation***

Employees will not under any circumstances be penalized for using the grievance procedure. Supervisors are responsible for ensuring that the grievance is fully processed until the employee is satisfied with the decision or until the employee's recourse within the grievance procedure is exhausted. All employees and their representatives are assured freedom from restraint, interference, coercion, discrimination, harassment, or reprisal in preparing and presenting a grievance under the specified procedure.

Failure to file a grievance in accordance with the procedure will result in forfeiture of the employee's rights to relief through the grievance procedure. Failure on the part of management to follow procedures or to render a decision in a timely fashion shall result in a decision in favor of the employee entitling him/her to the requested relief, to the extent that it is within the ability and authority of OVEC to provide such relief.

### ***Procedures***

All management responses to a grievance will be in writing.

The aggrieved must file a grievance within ten (10) working days after the condition occurred, unless the condition is continuous in which case the grievance may be filed any time during which the condition exists or within ten (10) working days of its cessation.

The person initiating the grievance is required to put it in writing. The grievance must be taken to a supervisor at the lowest level who can take measures to rectify the condition.

### ***Informal Review***

The supervisor to whom a grievance is submitted must provide a written decision within two (2) working days, along with a full explanation of the decision. If the grievant is not satisfied, or if the supervisor does not provide a written decision within five (5) working days, the grievant may submit a written request for review and a new decision from the next supervisory level, following this procedure through to the Chief Executive Officer. However, no employee must be required to go through more than two (2) supervisory levels in the informal process to reach the CEO. At



each level, the grievant must be provided with a written decision within five (5) working days. Previous decisions must accompany such requests for further review.

Written decisions will provide the grievant with a decision that concurs with the previous decision, modifies the previous decision, or rejects the previous decision and provides the employee with a new decision.

### **Formal Review**

If the employee has not been satisfied through the informal process, the employee may choose to file a formal, written grievance with the Grievance Committee, as designated by the CEO. The grievant may turn to the formal process if the employee is not satisfied with the CEO's decision, or if the CEO fails to provide a written decision within the specified time frame, or if staff responsible fail to implement the CEO's decision. The formal written grievance must be accompanied by all previous written decisions.

A Cooperative-wide Grievance Committee shall consider grievances of staff from any program or section within the Cooperative. The Committee shall be composed of at least one (1) member from program groups, for example, Head Start Policy Council. The Grievance Committee will have an odd number of members and act by simple majority vote of its members. The Grievance Committee may decline to hear a grievance that is beyond the authority or capacity of the Cooperative to resolve.

A hearing of the Grievance Committee will be held within ten (10) working days of the receipt of the formal grievance. The aggrieved employee, CEO, and, if applicable, the Program Director will receive copies of the final decision. Aggrieved employees may be represented and/or advised by a representative of their own choosing.

However, the following may not represent the grievant:

- Persons in direct line of supervision over the employee;
- Human Resources/Accounting
- A Cooperative staff person of higher rank than any person against whom the grievant makes a charge;
- The Chairperson of the Board of Directors or any program policy group; or
- An employee of any agency or organization that funds the Cooperative.

Expenses for the grievant and representative must be borne by the aggrieved.

The aggrieved may seek direct access to the Grievance Committee without going through the informal stage if the grievance involves any of the following:

- Failure of a supervisor to follow procedures in a situation seriously affecting the employee;
- Reprisals against an employee for other grievances or complaints;
- Threatened adverse action for such actions as alleged non-payment of debts in the absence of legal process, such as garnishment;
- Denial of an employee's reasonable opportunity to pursue or adhere to religious beliefs or other First Amendment rights;
- Failure of management personnel to follow the time frames specified in the grievance procedure; or
- Violation of the Fair Labor Standards Act.

The decision of the Grievance Committee shall be subject to review by the CEO, who may approve the decision or modify it. Any further appeals must be made outside the Cooperative to a court of law, Equal Employment Opportunity Commission, or Human Rights Commission.

Grievances concerning the CEO shall be handled by the Board of Directors.

# APPENDIX

## Sample FMLA Memorandum

**TO:** (Employee on Family Leave)

**FROM:** (Insurance Coordinator/Human Resource Generalist)

**DATE:**

**SUBJECT:** Guidelines for Benefits While on Approved Family Medical Leave (FML)

This letter is to inform you of your health insurance responsibilities as an employee on Family Medical Leave (FMLA). As an employee on FMLA, your employer will continue to make the employer contributions for your health insurance or Health Reimbursement Arrangement (HRA), if applicable. It is your responsibility to make timely payments of any employee contributions that had been previously deducted from your check for health insurance and/or Flexible Spending Accounts (FSAs).

### Health Insurance

While on FMLA, two conditions must be met in order to qualify for the health insurance employer contribution. First you must maintain the plan option and the coverage level that was in effect before going on leave. Secondly, you must pay the employee contribution, if applicable. To continue your health insurance you must submit a check made payable to the Kentucky State Treasurer, in the amount of \$\_\_\_\_\_ (employee contribution). Your check must be received by me before \_\_\_\_\_ (insert date).

### Flexible Spending Account *(if applicable)*

If you are enrolled in KEHP's Flexible Benefits program, you may submit a check in the amount of \$\_\_\_\_\_ made payable to the Kentucky State Treasurer. Your check must be received by me before \_\_\_\_\_ (insert date). If you choose to not continue participating in the Flexible Benefits program, your annual election amount will be reduced by the per semi-monthly contribution amounts not deducted during the FMLA period. If you wish to resume your employee contribution when you return from FMLA, you must complete an FSA Enrollment Change Application. The payments for Health Insurance and Flexible Spending Accounts should be submitted to the following address by the \_\_\_\_\_ (insert date) of each month. Please include your Social Security number on each check. \_\_\_\_\_

If you exhaust your FMLA time before you are able to return to work, you will be placed on Leave Without Pay (LWOP) and may be eligible for COBRA. If eligible, you will be sent a COBRA notification letter, which allows you to continue your health insurance, Health Reimbursement Arrangement (HRA) and Healthcare FSA totally at your own expense. Should you opt not to continue under COBRA, you will be restored to your previous benefits on the 1st or the 16th of the month upon your return to work.

If you have any questions, please feel free to contact me at \_\_\_\_\_.

# Sample LWOP Memorandum

TO: (Employee on LWOP)

FROM: (Insurance Coordinator or Human Resource Generalists)

DATE:

SUBJECT: Guidelines for Benefits While on Approved LWOP

As an Employee on Leave Without Pay (LWOP), you are eligible to continue your Health Insurance, Health Reimbursement Arrangement and Healthcare Flexible Spending Account at your own expense through COBRA. You must contact (Insurance Coordinator/Human Resource Generalists) to make arrangements to continue your benefits.

## Health Insurance

To continue your group Health Insurance coverage you must pay the premiums or you may elect COBRA.

- A. If you are on LWOP and you have a pay-check during the semi-monthly period the leave starts, please check with Insurance Coordinator/Human Resource Generalist for information as to when your Health Insurance, Waiver General Purpose HRA, Waiver Dental/Vision ONLY HRA or FSA will terminate. If your pay for the semimonthly period is not sufficient to cover the Employee's portion of the premium, you will need to submit a check for the amount due.

Any portion of a premium due by you must be submitted to Insurance Coordinator/Human Resource Generalist by the 20th of the month. The check must be payable to the Kentucky State Treasurer with your Social Security Number listed on the check. Insurance Coordinator/Human Resource Generalist will forward your payment to KEHP.

**NOTE:** If you fail to submit appropriate premium payments due within the specified deadline, your Plan(s) will be terminated.

- B. If you will be on LWOP and lose eligibility under the Plan, you may continue your coverage through COBRA. You will need to complete the COBRA election form and submit it, with your payment, to WageWorks. Follow the instructions provided with your COBRA materials.

## Healthcare Flexible Spending Account

If you are eligible and you decide to continue your participation in the Healthcare FSA, you must submit a check to Insurance Coordinator/Human Resource Generalist, in the amount of \$\_\_\_\_\_ made payable to the Kentucky State Treasurer.

When you return to work after being on LWOP, please check with Insurance Coordinator/Human Resource Generalist to see when your coverage will become effective.

When you return from LWOP, your length of absence may affect your Health Insurance.

When you return to work after being on LWOP you will not be eligible to make any changes to the Health Insurance coverage in which you were enrolled prior to the LWOP unless one of the following has occurred:

- You experience a Qualifying Event and you apply for an appropriate change within 35 days of returning to work, except when adding a child ONLY due to birth, adoption, or placement for adoption, which would require you to apply within 60 days.
- You return in a new Plan Year or after missing the Open Enrollment period and you apply for a coverage change no later than 35 days after your return.

- The coverage in which you were enrolled prior to the beginning of the LWOP is not available upon your return. You will have no more than 35 days after your return to apply for an appropriate change.

Insurance Coordinator/Human Resource Generalist must provide the necessary applications upon return. Should you have any questions, you may contact me at\_\_\_\_\_.