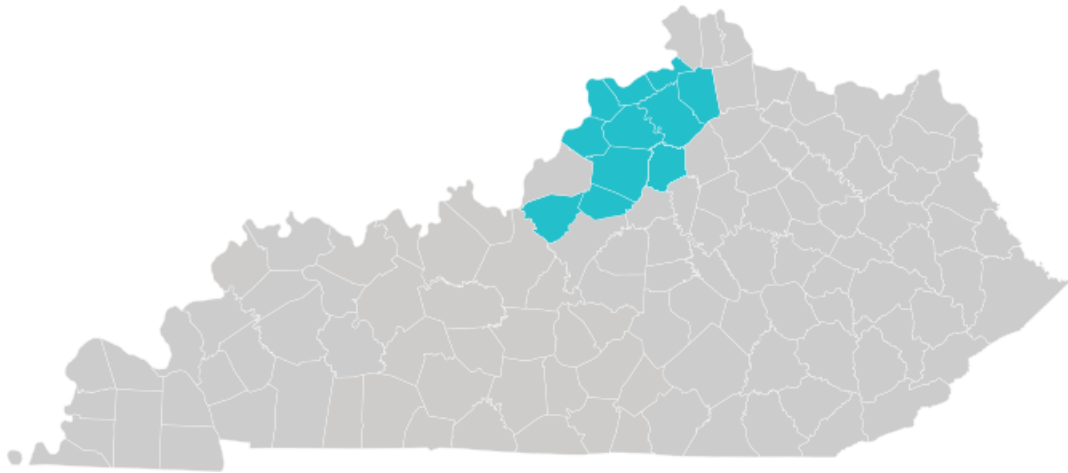




# **POLICY MANUAL**



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OHIO VALLEY EDUCATIONAL COOPERATIVE

# Policy Manual

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*Jason Adkins, Chief Executive Officer (October 1, 2022)*

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# Table of Contents

Table of Contents	i
Introduction	1
<b>WELCOME</b>	<b>1</b>
<b>OVEC MISSION AND GOALS</b>	<b>1</b>
<b>FUTURE POLICY CHANGES</b>	<b>2</b>
Board Powers and Duties	3
<b>01.1 LEGAL STATUS</b>	<b>3</b>
<b>01.11 RESPONSIBILITIES</b>	<b>3</b>
<b>01.4 MEETINGS</b>	<b>4</b>
<b>01.411 ELECTED BOARD OFFICERS</b>	<b>4</b>
<b>01.412 SECRETARY</b>	<b>5</b>
<b>01.413 TREASURER</b>	<b>6</b>
<b>01.42 REGULAR MEETINGS</b>	<b>6</b>
<b>01.421 PUBLIC PARTICIPATION AT BOARD MEETINGS</b>	<b>7</b>
<b>01.43 CLOSED SESSIONS</b>	<b>8</b>
<b>01.44 SPECIAL BOARD MEETINGS</b>	<b>9</b>
<b>01.45 AGENDA PREPARATION/DISSEMINATION</b>	<b>9</b>
<b>01.5 BOARD POLICY</b>	<b>11</b>
<b>01.6 MINUTES</b>	<b>12</b>
<b>01.61 RECORDS</b>	<b>13</b>
<b>01.81 LIAISON WITH SCHOOL BOARD ASSOCIATIONS</b>	<b>13</b>
<b>01.821 BOARD MEMBER COMPENSATION AND EXPENSES</b>	<b>13</b>
Administration	14
<b>02.1 PARTICIPATION IN OVEC SERVICES AND PROGRAMS</b>	<b>14</b>
<b>02.11 QUALIFICATIONS OF THE CHIEF EXECUTIVE OFFICER</b>	<b>14</b>
<b>02.12 DUTIES/RESPONSIBILITIES OF THE CEO</b>	<b>15</b>
<b>02.131 CONTRACT OF THE CHIEF EXECUTIVE OFFICER</b>	<b>16</b>
<b>02.14 EVALUATION OF THE CHIEF EXECUTIVE OFFICER</b>	<b>16</b>
Personnel	18
<b>03.1 EMPLOYMENT STATUS</b>	<b>18</b>
<b>03.11 HIRING</b>	<b>19</b>
<b>03.111 MEDICAL EXAMINATIONS</b>	<b>21</b>
<b>03.113 EQUAL EMPLOYMENT OPPORTUNITY</b>	<b>21</b>
<b>03.12 COBRA NOTIFICATION</b>	<b>22</b>
<b>03.121 COMPENSATION</b>	<b>22</b>
<b>03.1211 SALARY DEDUCTIONS</b>	<b>23</b>
<b>03.122 HOLIDAYS AND ANNUAL LEAVE</b>	<b>23</b>
<b>03.123 ABSENCES/UNPAID LEAVE</b>	<b>25</b>
<b>03.1231 PERSONAL LEAVE</b>	<b>26</b>

<b>03.1232 SICK LEAVE</b>	<b>27</b>
<b>03.12322 FMLA (FAMILY AND MEDICAL LEAVE)</b>	<b>30</b>
<b>03.1234 EXTENDED DISABILITY LEAVE</b>	<b>32</b>
<b>03.1237 JURY/COURT LEAVE</b>	<b>33</b>
<b>03.1238 MILITARY/DISASTER LEAVE</b>	<b>33</b>
<b>03.125 TRAVEL POLICY</b>	<b>33</b>
<b>03.1239 LEGISLATIVE LEAVE</b>	<b>33</b>
<b>03.1291 EMPLOYEE ASSISTANCE PROGRAM</b>	<b>34</b>
<b>03.1311 TRANSFER</b>	<b>34</b>
<b>03.1312 PROMOTION</b>	<b>35</b>
<b>03.132 SUPERVISION</b>	<b>35</b>
<b>03.1321 USE OF OVEC PROPERTY</b>	<b>36</b>
<b>03.13211 TECHNOLOGY ACCEPTABLE USE POLICY</b>	<b>37</b>
<b>03.1322 GIFTS</b>	<b>37</b>
<b>03.1324 POLITICAL ACTIVITIES</b>	<b>37</b>
<b>03.1325 DISRUPTING THE WORKPLACE</b>	<b>38</b>
<b>03.13251 USE OF ALCOHOL AND DRUGS</b>	<b>39</b>
<b>03.13253 DOMESTIC/DATING VIOLENCE REPORTING AND EDUCATION</b>	<b>41</b>
<b>03.1327 TOBACCO, ALTERNATIVE NICOTINE PRODUCT, OR VAPOR PRODUCT FREE CAMPUS</b>	<b>41</b>
<b>03.1331 OUTSIDE ACTIVITIES</b>	<b>41</b>
<b>03.1332 HOURS OF DUTY</b>	<b>43</b>
<b>03.14 HEALTH AND SAFETY</b>	<b>44</b>
<b>03.141 BLOODBORNE PATHOGENS</b>	<b>45</b>
<b>03.142 WORKPLACE THREATS AND VIOLENCE</b>	<b>46</b>
<b>03.15 CONFIDENTIALITY OF RECORDS</b>	<b>47</b>
<b>03.16 COMMUNICATIONS/ GRIEVANCES</b>	<b>49</b>
<b>03.161 DUE PROCESS</b>	<b>52</b>
<b>03.162 HARASSMENT/DISCRIMINATION</b>	<b>53</b>
<b>03.17 EMPLOYEE DISCIPLINE, TERMINATION AND RESIGNATION</b>	<b>57</b>
<b>03.171 NON-RENEWAL AND STAFF REDUCTION</b>	<b>59</b>
<b>03.172 SANCTIONS</b>	<b>60</b>
<b>03.1721 CONFLICT OF INTERESTS</b>	<b>61</b>
<b>03.173 SUSPENSION</b>	<b>61</b>
<b>03.174 REINSTATEMENT OF STAFF MEMBERS</b>	<b>62</b>
<b>03.175 RETIREMENT</b>	<b>62</b>
<b>03.18 EVALUATION OF STAFF</b>	<b>64</b>
<b>03.19 PROFESSIONAL DEVELOPMENT</b>	<b>65</b>
<b>03.6 VOLUNTEERS</b>	<b>65</b>
<b>Fiscal Management</b>	<b>66</b>
<b>04.311 FISCAL ACCOUNTING AND REPORTING</b>	<b>66</b>
<b>04.32 BIDDING</b>	<b>67</b>
<b>OVEC Facilities</b>	<b>68</b>
<b>05.48 WEAPONS</b>	<b>68</b>

Other OVEC Information \_\_\_\_\_ 70

**08.137 HEAD START PROGRAM \_\_\_\_\_ 70**

**10.11 OPEN RECORDS NOTICE \_\_\_\_\_ 72**

**BY-LAWS \_\_\_\_\_ 74**

**ACKNOWLEDGEMENT FORM \_\_\_\_\_ 80**

Appendix \_\_\_\_\_ 81

**SAMPLE FMLA MEMORANDUM \_\_\_\_\_ 81**

**SAMPLE LWOP MEMORANDUM \_\_\_\_\_ 82**

# Introduction

## Welcome

Welcome to the Ohio Valley Educational Cooperative (OVEC).

OVEC was established in 1976 under Kentucky's Interlocal Cooperation Act, as the successor organization to the Region VI Office of the Kentucky Department of Education (KDE). When KDE disbanded its regional offices in the mid-1970's, the school districts served by Region VI changed the organizational charter, renaming it the Ohio Valley Educational Cooperative.

OVEC is comprised of thirteen (13) school districts. Superintendents of each member district comprise the OVEC Board of Directors, which serves as the Cooperative's governing body. The Board has direct responsibility for any programs under its auspices.

The purposes of the manual are to acquaint you with the policies that govern and affect (1) operations of OVEC and (2) individuals employed by OVEC and to outline the benefits available to employees.

This manual is a compilation of policies adopted by the Board of Directors. As such, it is not intended to be, and should not be interpreted as, a contract. It is **not** an all-encompassing document and may not cover every possible situation or unusual circumstance. If a conflict exists between information in this manual and Kentucky Revised Statute, Kentucky Administrative Regulation, or federal law or regulation, the state or federal documents will govern.

If an employee has questions about any provisions, s/he should contact his/her immediate supervisor or the Chief Executive Officer (CEO).

## OVEC Mission and Goals

The mission of the Ohio Valley Educational Cooperative (OVEC) is to provide high quality services and programs that support, empower and build capacity in school learning communities, to ensure that students achieve college/career readiness.

The major components of the OVEC Strategic Plan are as follows:

### CURRICULUM, INSTRUCTION, AND ASSESSMENT

- I. **Goal:** To provide support to the districts as they build capacity in knowledge and leadership to effectively implement all components of SB 1, including Core Content Standards and Characteristics of Highly Effective Teaching and Learning (CHETL).
- II. **Goal:** To support districts in development and implementation of highly effective strategies to improve student achievement.

### CHILDREN, FAMILIES AND COMMUNITY

- III. **Goal:** To improve academic achievement for preschool children in the OVEC Head Start and district preschools by using the Early Childhood Environmental Rating Scale (ECERS) to monitor and improve programs.
- IV. **Goal:** To generate effective parent involvement that supports students' academic, social and emotional development and to provide a vehicle for OVEC and districts to share the information with the families and community.
- V. **Goal:** To look into funding mechanisms for new or existing Head Start services/Early Head Start services.

### FINANCE

- VI. **Goal:** To secure the resources to provide for the identified programs/services.

## **Future Policy Changes**

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 the sole discretion, to modify or change any portion of this manual at any time. Employees are advised to check the OVEC web site on a regular basis for new and updated policies.

## **Section**

# **1**

## **Board Powers and Duties**

### **01.1 Legal Status**

OVEC is a legal body created by statutory authority of the State of Kentucky. Its members derive their responsibilities and powers from state law.

As hereafter referenced in this document, the “Board” shall refer to the superintendents that comprise the Board of Directors of OVEC.

The Board shall function and act as a corporate body of the whole. Board members have no authority over OVEC affairs as individuals, but do retain authority, within state law, over OVEC affairs when they act as the Board of Directors.

The Board will not be bound in any way by any action or statement on the part of an individual Board member.

### **01.11 Responsibilities**

The OVEC Board of Directors shall be the policy making body for the Cooperative. Its powers and duties shall be to:

1. Appoint a Chief Executive Officer and determine his/her salary;
2. Develop and approve policies for the operation of the Cooperative;
3. Contract for specialized services;
4. Designate one or more banks or trust companies, as depositories for the Cooperative funds;
5. Approve the budgets for programs conducted by the Cooperative Board;



6. Receive federal, state, school district and other moneys and expend them to conduct the service programs approved by the Cooperative unit;
7. Accept the staff appointments made by the Chief Executive Officer;
8. Adopt employment policies for staff with assurances of equal employment opportunities; and,
9. Adopt a program of services with assurances of equal educational opportunities.

## **01.4 Meetings**

### *Quorum*

At any meeting of the Board, eight (8) or more of the participating superintendents (or their authorized representative) shall constitute a quorum. Except when a larger vote is required by law, motions can be favorable passed by a simple majority vote of those present. However, no action may be taken unless a quorum is present.

### *Voting*

Robert's Revised Rules of Order will be the official guide of the Board for parliamentary rules, with the following exceptions:

1. The Chair may make a motion.
2. The Chair may second a motion.

Voting on all motions before the Board will be by roll call, except when a decision on a motion is taken by consent.

Members or their officially designated representative in attendance shall have voting privileges. The representative shall be empowered to vote on all issues and, therefore, to commit the district to actions taken by the Board.

## **01.411 Elected Board Officers**

Officers of OVEC (Chair and Vice-Chair) shall be elected by simple majority vote from the voting membership.

The officers shall serve a term of one (1) year unless the Board chooses to re-elect the Chair and Vice-Chair for one additional term of office. Officers shall be limited to two (2) consecutive terms of office. The term of office begins on July 1st and ends on June 30th. The Vice-Chair will assume the office of Chair unless the current officers were reelected to their current positions.

*Chair*

The duties of the Chair of the Board shall be as follows:

- Preside at all meetings of the Board and will have a vote on motions placed before the Board for action
- Sign such documents on behalf of the Board if any require a signature.
- Represent the Board in deliberation with other boards, districts, or agencies, unless another member of the Board is so designated.
- Perform all duties required by the statute and other duties as may be prescribed by law or by action of the Board.

In the event that the Chair of the Board is absent from any meeting of said Board, the Vice-Chair of the Board will act as temporary Chair. In the event that the Chair and Vice-Chair are both absent, the Board will designate another member of the Board to act as temporary Chair.

If for any reason the Office of Chair becomes vacant, the Vice-Chair will assume the office of Chair. A new Vice-Chair will be elected on or before the second regular meeting following the vacancy and will serve out the remainder of the term of office.

*Vice-Chair*

The Vice-Chair will perform all duties of the Chair when acting in that capacity.

## **01.412 Secretary**

The Chief Executive Officer will serve as secretary to the Board and will cause an accurate record of all Board business to be kept in the minutes book. These minutes will be typed and provided to each Board member by electronic means before the next regular or special meeting. After the minutes are adopted, they will be bound and kept in a permanent, safe place.

The Secretary will sign all papers and orders of the Board that require his/her signature, will be responsible for the safekeeping of other records, and will perform other duties as may be assigned by the Board or by statutes.

In the absence of the Secretary at a regular or special meeting, the Board will designate an acting Secretary who will be authorized to certify any and all proceedings acted upon by the Board.

## **01.413 Treasurer**

The Chief Financial Officer shall serve as Treasurer of OVEC. The duties will be as follows:

1. Perform the duties and have the powers prescribed by law;
2. Serve as the official custodian of all funds of the Cooperative and will be responsible for the proper safeguarding and accounting of all funds;
3. Issue a receipt for any monies coming into his/her hands;
4. Deposit such monies in accordance with the laws governing the deposit of public funds; and,
5. Issue all warrants in payment of expenses lawfully incurred on behalf of the Cooperative, but, except as otherwise provided by law, will issue such warrants only after proper allowance or approval of the Board. The Treasurer will be covered under a blanket bond.

The Chief Executive Officer of the Ohio Valley Educational Cooperative shall cosign checks with the Chief Financial Officer.

## **01.42 Regular Meetings**

As a general procedure, regular meetings of the Board are held on the last Wednesday of each month at the OVEC Office beginning at 11:30 a.m. The dates and places of the regular meetings are approved each year by the Board, entered in its minutes, and publicized by electronic means. Rescheduled regular meetings shall be noticed and held as special-called meetings. Notice of regular meetings is given to Board members by adoption of scheduled meeting dates and places.

All meetings of a quorum of the members of the Board at which any public business is discussed or at which any action is taken are to be public meetings, open to the public at all times, except as provided in KRS 61.810.

The Board may, at its discretion, conduct its meetings at places and dates other than those established above, provided that Board members have timely notice of such call.

#### VIDEO TELECONFERENCES

The Board may conduct its meeting by video teleconference (including closed sessions). Notice of a video teleconference shall comply with the requirements of KRS 61.820 or KRS 61.823 as appropriate.. The notice shall clearly state that the meeting will be a video teleconference; provide specific information on how any member of the public or media organization may view the meeting electronically; and in any case where the Board has elected to provide a physical location, or in any circumstance where two (2) or more members of the Board are attending a video teleconference meeting from the same physical location, and precisely identify a primary location of the video teleconference where all members can be seen and heard and the public may attend in accordance with KRS 61.840.

The same procedures with regard to participation, distribution of materials and other matters shall apply in all video teleconference locations. Members of the Board who participate in a video teleconference shall remain visible on camera at all times that business is being discussed.

Any interruption in the video or audio broadcast of a video teleconference at any location shall result in the suspension of the video teleconference until the broadcast is restored.

If a regular meeting is changed to a video conference, the meeting shall remain a regular meeting if the meeting occurs on the same date and time as originally scheduled and the Board follows the provisions of KRS 61.823 to provide a notice that meets these requirements.

### **01.421 Public Participation at Board Meetings**

The public is invited to attend all regular and special Board meetings and may, at the discretion of the Chair, be given time to address the Board.

The Board recognizes its responsibility to conduct business of OVEC in an orderly and efficient manner and will, therefore, require reasonable controls for public presentations to the Board. Persons wishing to be heard by the Board will first be recognized by the Chair. They will then identify themselves and proceed with comments as briefly as the subject permits. The Chair is responsible for the orderly conduct of the meeting and will rule on such matters as the time to be allowed for public discussion, the appropriateness of the subject being presented, and suitability of the decision in determining the appropriateness of all such rulings.

Persons who wish to speak on items listed on the agenda should seek recognition at the time the Board considers that particular item. Persons who wish to speak on an item not listed on the agenda are required to seek recognition from the Chair.

## 01.43 Closed Sessions

All meetings of the Board will be open to the general public, except when the Board meets to discuss the following topics:

1. Deliberations on the future acquisition or sale of real property by the Board, but only when publicity would likely affect the value of a specific piece of property to be acquired for public use or sold by the Board;
2. Discussions of proposed or pending litigation against or on behalf of the Board;
3. Collective bargaining negotiations;
4. Discussions or hearings which might lead to the appointment, discipline, or dismissal of an individual employee without restricting that employee's right to a public hearing if requested. This exception shall not be interpreted to permit discussion of general personnel matters in secret;
5. Portions of a meeting devoted to a discussion of a specific public record, the disclosure of which would have a reasonable likelihood of threatening the public safety by exposing a vulnerability in preventing, protecting against, mitigating, or responding to a terrorist act, as limited by law; and,
6. Meetings which federal or state law specifically requires to be conducted in privacy.

These matters may be discussed in closed sessions only if the following conditions are met:

1. Notice shall be given in open meetings of the general nature of the business to be discussed in closed session, the reason for the closed session, and the specific provision of KRS 61.810 authorizing the closed session;
2. Closed sessions may be held only after a motion is made and carried by a majority vote in open, public session;
3. No final action may be taken at a closed session, except as permitted by law; and
4. No matters may be discussed at a closed session other than those publicly announced prior to convening the closed session.

Closed sessions by video teleconference may be held in properly noticed meetings as provided in KRS 61.826.

## **01.44 Special Board Meetings**

Special meetings of the Board may be called when they are necessary to expedite Board business.

The Chair or the secretary, by request of a majority of the members, may call a special meeting of the Board at any time. Notice of a special meeting will be delivered personally or by mail or e-mail to each Board member and to each local newspaper of general circulation, each news service, and each local radio or television station that has on file a request to be notified of special meetings. The notice shall be delivered at least twenty-four (24) hours prior to the specified time of the meeting. If such emergency conditions exist that injury, or damage to personal property, or financial loss to the Board is likely, less than twenty-four (24) hours notice may be given. However, notice that is reasonable under existing circumstances and is calculated to inform the public must be given to the news media and public.

Only those matters listed in the call for a special meeting may be discussed.

A special meeting may be a closed meeting if it deals with a subject for which statutory provision is made to allow consideration in closed session. In such a case, Policy 01.43 applies.

## **01.45 Agenda Preparation/Dissemination**

The Chief Executive Officer will consult with the Board Chair concerning preparation of the agenda for all regular and special meetings of the Board.

### *Regular Meeting Agenda*

The CEO will prepare the agenda for regular meetings that shall, with the unapproved minutes of previous meeting(s), be provided to the Board members via electronic means at least three (3) work days prior to each regular Board meeting.

Items of business may be suggested by the Board members or citizens for inclusion on the agenda. Business items suggested by citizens should be submitted in writing and received in the office of the CEO no later than ten (10) days prior to the scheduled meeting for consideration for inclusion on the written agenda.

Any item submitted after the printing of a regular Board meeting agenda, and approved by the CEO or Board Chair as an item requiring immediate action by the Board, shall be printed as an addendum and considered part of the agenda. The necessity for immediate action shall be listed on the addendum.

*Special Meeting Agenda*

For special meetings, the Board will consider only those matters that are listed on the agenda. Items may be placed on a proposed special called meeting agenda at the direction of the Chair and shall be placed on the proposed agenda if requested by a majority of Board members.

The agenda of a regular meeting may be amended at the meeting upon affirmative vote of at least a majority of the members of the Board or a majority of those present, provided a quorum exists. However, once the agenda for a special called meeting is posted or delivered to Board members and requesting media, it may only be amended when a new notice and reposting of the agenda, as amended, is completed prior to the twenty-four (24) hour period before the meeting as required by statute.

*Agenda Format*

- I. Call to Order
- II. Roll Call of Members
- III. Approval of Agenda
- IV. Approval of Consent Agenda Items
  - Approval of Minutes from Previous Meeting
  - Treasurer’s Report
  - Personnel Report
  - Other Business Items
- V. CEO Report
- VI. Recognition of Guests
- VII. Presentation to the Board on Topic(s) of Interest
- VIII. Superintendents/Concerns/Comments/Celebrations
- IX. District Support Initiatives Report

## X. Adjournment

**01.5 Board Policy***Development*

The legal responsibility for policy-making and evaluating the effectiveness of policy execution belongs to the Board of Directors of OVEC. The Chief Executive Officer, as executive officer of the Board, sees that policies are executed as provided by law. Evaluation by the Board requires a continuous appraisal of the results of its educational policies, as well as the effectiveness of the general administration.

The Board determines all questions of general policy to be used in the governance of OVEC.

The Board reserves for itself the function of providing guides for discretionary action by those to whom it delegates authority. These guides for discretionary action constitute the policies governing the operation of OVEC. They will be recorded in writing.

The Board is the legislative body that determines all questions of general policy to be employed in the governance of the Cooperative. Action on policy changes is taken by the Board in accord with its by-laws.

Formulation and adoption of written policies constitute the basic method by which the Board exercises leadership in the operation of OVEC. The study and evaluation of reports concerning the execution of its written policies constitutes the basic method by which the Board exercises control over the operations of OVEC.

*Adoption*

The formal adoption of policies will be recorded in the minutes of the Board. The Board will adopt only those policies that it believes to be sound and workable. Only those written statements so adopted and so recorded are regarded as official Board policy. Policies are set by the Board to do the following:

1. Clarify relationships with employees;
2. Provide and give positive direction to employees; and
3. Aid in the evaluation of services and personnel.

Until duly amended or repealed, Board policy is binding on the Board and on employees and other parties dealing with the Board.



Whenever conditions require, policies of the Board may be added to or changed at any regular or special meeting of the Board. The CEO will prepare such policy for approval and adoption by the Board. Policies introduced and recommended to the Board will not usually be adopted until a subsequent meeting. Thus, time normally will be given to permit further study and also to give opportunity for interested parties to react. However, formal approval may be granted by the Board to meet emergency conditions for special events without waiting for a subsequent meeting.

In addition, upon recommendation of the CEO, the Board at any regular or special meeting may waive any regulation previously adopted when circumstances occur or experimental programs are initiated and when the Board determines such waiver or suspension is in the best interest of the schools of the participating districts. The date and duration of such waiver or suspension shall be determined in each instance when such action occurs and so recorded in Board minutes.

A favorable vote from a majority of the participating superintendents will be necessary to add or change policies.

*Dissemination*

The CEO is directed to establish and maintain an orderly plan for preserving and making accessible via electronic means the policies adopted by the Board and any 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. In addition, employees must comply with Kentucky Revised Statutes, administrative rules and regulations, and oral directives of their supervisors. All employees are responsible for acquainting themselves with OVEC rules, regulations, policies, and state statutes. Employees who fail to comply with OVEC policies may be subject to disciplinary action.

The CEO also is responsible for settling any questions by citizens or employees arising out of the interpretation and application of established Board policies. The decision will be final unless a written appeal is made to and sustained by the Board. Appeals should be sent to the CEO in sufficient time to be included on the agenda for the regular meeting. When this is not possible, the complainant may be present at the Board meeting to state the complaint.

**01.6 Minutes**

The minutes of action taken at every meeting of the Board, setting forth an accurate record of votes and actions at such meetings, will be promptly recorded. Such records will be open to public inspection at reasonable times no later than immediately following the next meeting of the Board. An exception to this policy is when meetings are closed sessions held in accordance with Policy 01.43.

Minutes will be maintained in an official record book designated for said purpose. A copy of the proceedings will be sent to each member of the Board. Minutes may not be changed to reflect an individual's vote different from that actually cast. Minutes may only be amended to correct errors and to reflect an accurate account of actual conduct of Board meetings.

## **01.61 Records**

### *INFORMATION SECURITY BREACH*

Information security breaches shall be handled in accordance with KRS 61.931, KRS 61.932, and KRS 61.933 including, but not limited to, investigations and notifications.

Within seventy-two (72) hours of the discovery or notification of a security breach, the OVEC shall notify the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, the Attorney General, and the Education Commissioner. 01.61

## **01.81 Liaison with School Board Associations**

The Board will maintain membership in the Kentucky School Boards Association. In addition, the Board may periodically subscribe to services from regional and national school boards and associations.

## **01.821 Board Member Compensation and Expenses**

Members of the Board may be reimbursed in accordance with OVEC travel regulations for all necessary expenses incurred in making any trips on official business for the Cooperative.

## Section

# 2

## Administration

### 02.1 Participation in OVEC Services and Programs

To participate in the programs and services of OVEC, a local board of education shall be a member in good standing, as determined by the OVEC Board, except for some grant programs and for programs designated by the CEO on a fee for services basis.

All employees and/or representatives of member districts shall be eligible to participate in activities of the Cooperative to the extent they have been sponsored by their board of education.

All participant costs associated with attending Cooperative activities shall be paid directly by the sponsoring district with the exception of those expenses reimbursable by federal, state, or local grants awarded to or managed by the Cooperative.

Individuals from non-member districts and agencies participating in Cooperative activities shall be required to be sponsored by their agency and any expenses for participation shall be paid directly by their agency.

### 02.11 Qualifications of the Chief Executive Officer

The Board holds the CEO responsible for the efficient management of the Cooperative. The Board expects the CEO to administer carefully the organization and administration of both material and personnel resources in such a way as to achieve the Board's objective of the best possible social and educational programs.

It is the responsibility of the Board to attract and retain the services of a qualified and experienced educator to serve in this capacity. The CEO must have demonstrated competence and ability as an educational leader.

## 02.12 Duties/Responsibilities of the CEO

While the primary functions of the Board are policy development and adoption and goal appraisal, the function of the Chief Executive Officer is executive. The CEO is the chief executive officer of the Board and is the administrative head of all programs of the Cooperative. The CEO may delegate duty and authority for the operation of the various programs, but retains responsibility to the Board for the results produced. The CEO administers OVEC, carrying out the policies established by the Board and, when necessary, identifying inconsistencies and recommending revisions in the Board's guidelines.

The Board will not bypass the CEO, but rather will leave administration of its policies to him/her. The execution of policy through detailed steps and procedures of administration is the duty and responsibility of the CEO, who may delegate authority to staff. The administrative function of the CEO is in keeping with the concept that the CEO carries out policy through the administrative function delegated to him/her by the Board. In assisting the Board in its appraisal function, evaluating and reporting are major responsibilities of the CEO.

The Board recognizes that the working relationship between the Board and the CEO is of prime importance. This relationship determines whether or not the CEO and Board can function effectively in their mutual roles. The Board must grant the CEO authority, support, and resources necessary to enable accomplishment of the job for which s/he was employed. Therefore, the relationship between the Board and the CEO must be based on mutual trust and understanding.

The Board's responsibility is to make its expectations known to the CEO. Such expectations will be based on clear understanding of the functions of OVEC and the CEO, as set forth in Board policy and state law and regulations.

### *Chief Executive Officer Responsibilities*

Duties and responsibilities include:

- *Administration* –Administer the Cooperative program of services with care that equal opportunities are guaranteed for all.
- *Policy* - Recommend new policies or revision of old policies to cover changing conditions.
- *Budget* – Prepare budgets for adoption by the Cooperative Board of Directors and direct expenditures of funds within budgetary limits or other authorization of the Board.

- *Board of Directors* –Prepare and cause to be delivered to each Board member the proposed agenda for each meeting of the Board. Cause to be prepared for the approval of the Board all minute records and proceedings of the Board.
- *Programs* – Supervise federal programs conducted by the Cooperative and assure compliance with all federal civil rights requirements, e.g., Title VI and Title IX.
- *Personnel* –Appoint staff, within the limits of the approved program and general operation budget. Assign, re-assign and dismiss Cooperative personnel. Prepare job descriptions and a personnel evaluation system for Cooperative staff. Prepare and submit for approval by the Board, an organizational chart for the Cooperative.
- *Communications* – Represent OVEC and member districts in its relations with the state department of education and through attendance at local, regional, state, and national educational conferences and meetings. Appoint advisory groups to help the staff provide programs of services to school districts.
- *Miscellaneous* – Perform other duties as assigned by the Board of Directors.

### *Salary*

The salary of the CEO shall be established by the Board of Directors.

## **02.131 Contract of the Chief Executive Officer**

The Board shall determine the Chief Executive Officer’s contractual term, which can be for a term of from one (1) to four (4) years.

## **02.14 Evaluation of the Chief Executive Officer**

Each year during the December Board meeting, the Chief Executive Officer shall report to the Board of Directors concerning accomplishment of OVEC goals and objectives. The following process shall be observed:

1. The Board will adjourn to executive session based on KRS 61.810 (1)(f) to discuss personnel matters.
2. The Chief Executive Officer shall elaborate on objectives and answer questions of Board members.

3. The CEO shall be excused.
4. The Board Chair shall lead the evaluation discussion using the following guidelines:
  - a. Examine whether action was initiated in accordance with the duties and responsibilities of the CEO as specified in policy.
  - b. Examine whether results were accomplished that were within the CEO's control.
5. The Board Chair shall meet with the CEO to discuss the evaluation and shall prepare a written summary of the evaluation for the CEO's personnel file.
6. The Board shall adjust the salary of the Chief Executive Officer at the annual anniversary of the Chief Executive Officer's contract in accordance with the evaluation.

## Section

# 3

## Personnel

It is the goal of the Board to employ qualified personnel for all positions in the Ohio Valley Educational Cooperative; to establish fair and equitable procedures for transfers and promotions within the Cooperative; 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.

### 03.1 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 coverages 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.

## 03.11 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 (KSP) 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 school grounds on a regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity. The term "contractor" includes an employee of a contractor.

### **03.111 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.

### **03.113 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, 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 accommodation 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.

### **03.12 COBRA Notification**

COBRA notification and continuation of benefits shall be contingent upon the employee's notifying OVEC of a qualifying event.

### **03.121 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 – Non-Certified*

Effective July 1, 2008, years of experience claimed by new non-certified hires and employees transferred internally shall be verified using procedures developed by the CEO/designee for purposes of establishing compensation. A maximum of ten (10) years verified non-OVEC experience for non-OVEC employment will be accepted.

#### *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 workweek, then they shall be paid overtime pay at the rate of one and one-half (1½) times the regular hourly rate.

**03.1211 Salary Deductions**

The business office will distribute to each employee a form listing payroll deductions that are to be made by OVEC. No optional payroll deduction will be added during the remainder of the year.

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.

**03.122 Holidays and Annual Leave**

*Designated Holidays*

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

<b>DAYS EMPLOYED</b>	<b>PAID HOLIDAYS</b>	<b>PAID HOLIDAYS</b>
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.

*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 days 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 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.

### **03.123 Absences/Unpaid Leave**

Authorization of leave and time taken off from 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 affidavit 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.)

**03.1231 Personal 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.

### **03.1232 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)

Bases 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.

## 03.12322 FMLA (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 employee may request to reserve ten (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.

**03.1234 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.

### **03.1237 Jury/Court Leave**

Employees shall be entitled to leave of absence from duties, without loss of time or pay, for that amount of time necessary to comply with subpoenas by any court, federal, state, or political subdivision thereof, to serve as a juror or witness, except in cases where the employee or a member of his/her family is a party plaintiff or defendant in court action. This leave shall include necessary travel time. If relieved from duty as a juror or witness during normal working hours, the employee shall return to work. Employees shall be granted jury duty with regular pay less any compensation received as jury pay.

Persons who will be absent from work for jury/court leave must give advance notice to their immediate supervisors. Documentation of such leave shall be provided upon the employee's return to work, including, but not limited to the initial letter notifying the employee that (s)he is to serve.

### **03.1238 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.

### **03.125 Travel Policy**

Employees should refer to the OVEC Financial Procedures Manual developed and maintained by the Chief Financial Officer to establish procedures addressing fiscal matters including, but not limited to, the travel policies for the Cooperative.

### **03.1239 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.

## 03.1291 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.

## 03.1311 Transfer

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.

## **03.1312 Promotion**

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.

## **03.132 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.

### **03.1321 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.

### **03.13211 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.

### **03.1322 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.

### **03.1324 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.

## 03.1325 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

## 03.13251 Use of Alcohol and Drugs

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. Substances 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.

## **03.13253 Domestic/Dating Violence Reporting and Education**

*Applicable to OVEC Personnel as Defined in KRS 209A*

Upon the 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, or 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.

## **03.1327 Tobacco, Alternative Nicotine Product, or Vapor Product Free Campus**

The use of any tobacco product, alternative nicotine product, or vapor product as defined in KRS 438.305 is prohibited twenty-four (24) hours a day, seven 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.

## **03.1331 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 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/he shall:

- 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.

## **03.1332 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.

Non-exempt 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 arrivals and 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 shall 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.

### **03.14 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.

### 03.141 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.

### **03.142 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).

### **03.15 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.

## 03.16 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.

### **03.161 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.

### **03.162 Harassment/Discrimination**

#### *Definition*

Harassment/Discrimination of employees is unlawful behavior based on the race, color, national origin, age, religion, sex, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions 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 CEP, 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.
2. The CEO/designee may take interim measures to protect complainants during the investigation.
3. 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.
4. 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.
- 5. Training explaining prohibited behaviors and the necessity for prompt reporting of alleged harassment/discrimination.
- 6. 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.

### **03.17 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.

## **03.171 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.



## 03.172 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.

### **03.1721 Conflict of Interests**

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.

### **03.173 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.

**03.174 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.

**03.175 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 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 or 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.

### **03.18 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.

### **03.19 Professional Development**

The CEO may authorize attendance of employees at professional meetings or activities, without pay deductions, provided such attendance promotes the educational purposes of the Cooperative.

### **03.6 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.

## Section

# 4

## Fiscal Management

### 04.311 Fiscal Accounting and Reporting

Working under the direction of the CEO, the Chief Financial Officer (CFO) shall be responsible for the manner in which accounts are kept and preserved, for the business affairs of OVEC, and for the maintenance of all financial records required by law. Financial records shall not be deleted or otherwise destroyed without prior written authorization of the CFO.

Employees should refer to the OVEC Financial Procedures Manual developed and maintained by the CFO to establish procedures addressing fiscal matters including, but not limited to, the following:

Audits	Grants and Contracts
Bank Reconciliations	Payroll
Bonding and Insurance	Petty Cash
Budgets	Property Management
Cash Management	Purchasing and Procurement (Model Procurement)
Committees and Board Expenses	Receipts and Disbursements
Consultants	Required forms
Contributions and Donations	Telephone
Depositories	Travel
Financial Reporting	

The OVEC Board shall approve the Financial Procedure Manual, which is incorporated by reference into this policy manual.

## 04.32 Bidding

### *Ethical Standards*

To avoid conflicts that may arise during the decision-making process for procurement of services and products for the District, employees shall adhere to the ethical standards set out in KRS 45A.455.

### *Federal Awards/Conflict of Interest*

No employee, officer, or agent of the District may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.<sup>5</sup>

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. In determining whether an activity constitutes an impermissible acceptance of a gratuity or item of monetary value, the definition of “gratuity” (covering anything of more than fifty dollars [\$50] value) set forth in KRS 45A.445 shall apply. Violation of these standards may result in disciplinary action including, but not limited, to suspension, dismissal, or removal.



## Section

# 5

## OVEC Facilities

### 05.48 Weapons

#### *Prohibitions/Restrictions*

All persons are prohibited from bringing into the OVEC office any weapon, including firearms or other dangerous instruments as specified in the following excerpts from the Kentucky Penal Code:

#### **KRS 500.080:**

*Dangerous instrument* means any instrument, which under the circumstances in which it is used, attempted to be used, or threatened to be used, is readily capable of causing death or serious physical injury.

*Deadly weapon* means any weapon from which a shot, readily capable of producing death or serious physical injury, may be discharged; any knife other than an ordinary pocket knife or hunting knife; billy, nightstick or club; blackjack or slapjack; nunchaku karate sticks; shuriken or death star; or artificial knuckles made from metal, plastic, or other similar hard material.

#### **KRS 527.010:**

*Booby trap device; destructive device; firearm* (any weapon which will expel a projectile by the action of an explosive); and *handgun* (any pistol or revolver originally designed to be fired by the use of a single hand, or any other firearm originally designed to be fired by the use of a single hand).

Law enforcement officials, including peace officers and police as provided in KRS 527.070 and KRS 527.020 are authorized to bring weapons onto OVEC property in performance of their duties.

*Concealed Weapons*

Except for authorized law enforcement officials, no person may carry concealed weapons on OVEC property, unless the CEO grants an exception to an employee who has a compelling personal safety need. Such exceptions are at the sole discretion of the CEO. When an exception has been granted allowing a concealed weapon to be brought into the building during the normal workday, the CEO shall notify division directors.

Employees who have obtained a license to carry a concealed weapon may store the weapon in their personal motor vehicle while on OVEC property, provided the unoccupied vehicle remains locked during the workday and the weapon is not removed from the vehicle without the CEO's authorization.

When visiting school sites, employees shall adhere to local school district restrictions addressing weapons on school property.

Employees who observe that this policy has been violated should report it to the CEO or their immediate supervisor.

Violation of the provisions of this policy by employees shall constitute reason for immediate disciplinary action by the CEO, including possible termination.

Visitors who violate this policy shall be asked to leave the premises. Refusal to comply may result in a trespassing charge against the visitor.

## Section

# 6

## **Other OVEC Information**

### **08.137 Head Start Program**

#### *Shared Decision Making*

The Board of Directors provides the OVEC Head Start Policy Council with necessary and adequate means for shared decision-making whenever programmatic and administrative issues or personnel matters involving the OVEC Head Start Program come to the Board's attention.

The Board shall provide a liaison to the Policy Council by way of a Board member regularly attending meetings of the Policy Council. An open channel of communication shall be maintained between the Board and the Policy Council through dissemination of Policy Council minutes to the Board Liaison and the Chief Executive Officer.

Joint meetings between the Board of Directors and the Policy Council shall be held when necessary to address specific issues or concerns raised by the Board or by the Council.

Responsibility for Head Start policy decisions, budget approvals, hiring/termination of staff, and any significant change within the program shall be shared between the Board and the Policy Council in accordance with the Head Start Performance Standards for governance and management responsibilities.

*OVEC Head Start Internal Dispute Resolution*

All disagreements between any parties in the executive leadership of OVEC Head Start shall be resolved fairly and expeditiously. An internal dispute exists when two (2) or more groups who share the function of approval or disapproval fail to agree.

The executive leadership of OVEC Head Start includes the OVEC Board of Directors, the CEO of OVEC, the Head Start Policy Council, and the Director of OVEC Head Start.

Parliamentary procedure will be followed in the decision-making process. Whenever possible, disagreements will be resolved through a process of mediation and conciliation, including discussion, compromise, and consensus seeking among the parties, and, if necessary, professional mediation.

*CDA Renewal*

It is mandatory and the responsibility of the classroom teacher who possesses a CDA credential or other state awarded certificate, as mandated by the Head Start Reauthorization Act 42 USC9801. Sec. 6648A for teacher qualifications, to keep their credential current. Those with a CDA must follow the CDA renewal process. Teachers with appropriate State Teaching Certification must follow the appropriate State regulations.

**CDA Renewal Criteria.** All CDA renewal candidates, except for home visitors, must meet five (5) key criteria:

1. A current Red Cross or other First Aid Certificate;
2. Continuing education units or a three (3)-credit hour college course in early childhood education or child development within the last five (5) years;
3. At least 80 hours experience working with young children during the past year;
4. A letter of recommendation from an early childhood education professional; and
5. A current membership in a national or local early childhood professional organization.

It is mandatory and the responsibility of classroom CDA credential teaching staff to meet the above criteria in order to maintain or renew contractual obligations with the OVEC Head Start program. Head Start Teachers shall submit renewal information to the National Credentialing Office at least 180 days prior to expiration to assure continuity of the CDA credential. OVEC Head Start will pay the renewal fee for teaching staff, as funds are available. The Head Start Teacher shall submit a copy of the renewal and/or documentation required of certification or credentialing to the OVEC Head Start office to be included in the staff personnel file.

In the event an OVEC Head Start Teacher allows their CDA credential or certification to lapse and does not have it renewed by June 1 of any contract year, the employee's employment contract for the next school year will be considered null and void.

## 10.11 Open Records Notice

### NOTICE

#### **RULES AND REGULATIONS GOVERNING INSPECTION OF THE PUBLIC RECORDS OF THE OHIO VALLEY EDUCATIONAL COOPERATIVE (OVEC)**

Records are subject to inspection as provided in the Kentucky Open Records Act.

Procedures to provide public access to public records shall be displayed in a prominent location accessible to the public and posted on OVEC's website. In addition to the procedures, the web posting shall include the phone number of the records custodian/designee and the Open Records Request Form issued by the Kentucky Attorney General.

#### Inspection of Records

Residents\* of the Commonwealth desiring to examine records that are not exempt from public disclosure may do so during regular working hours. Regular working hours shall be posted at the main entrance of the OVEC Office.

The principal office is located at 100 Alpine Drive, Shelbyville, KY 40066.

The official custodian/designee to whom requests for access to records should be submitted is Chief Executive Officer of the Ohio Valley Educational Cooperative, and email address is [lmooneyhan@ovec.org](mailto:lmooneyhan@ovec.org) or [jadkins@ovec.org](mailto:jadkins@ovec.org).

Fees for hard copies shall be 10 cents a page. Fees for other media (if applicable) shall be based on actual cost to OVEC.

The requesting party shall submit a written application that shall:

- be signed;
- include the applicant's name printed legibly;
- include mailing address (and email address if applicable); and
- include a statement of the manner in which the applicant is a resident of the Commonwealth of Kentucky.\*

The applicant shall hand deliver, mail, send via facsimile, or send via email the written application to the custodian/designee at the above address describing the records the applicant wishes to access. Written requests comporting with the above or the written form set forth in regulation by the Kentucky Attorney General may be utilized by the requesting party.

Unless a longer period applies under state law or Executive Order, a response by or on behalf of OVEC is due within five (5) days (not including weekends or holidays) of receipt of the request. If records are in active use or storage or otherwise unavailable, OVEC's response will explain in detail the cause for a delay beyond five (5) days and state the earliest date on which the records will be available. Requests may be denied if the records are exempt from disclosure under KRS 61.878 or if the request imposes an unreasonable burden or is intended to disrupt essential functions of OVEC as provided in KRS 61.872.

A resident of the Commonwealth may inspect public records during regular office hours. If s/he resides outside the county and precisely describes the responsive records, s/he may receive responsive, nonexempt records by mail upon OVEC's receipt of copying fees and costs of mailing.

Applicants requesting copies of public records for a commercial purpose (KRS 61.874) shall provide a certified statement to OVEC stating the commercial purpose for which the records shall be used and shall be required to enter into a contract with OVEC. The contract shall state the fee required by OVEC to produce copies to be used for a commercial purpose.

\*Resident is defined under KRS 61 870(10) as: an individual residing in the Commonwealth; a domestic business entity with a location in the Commonwealth; a foreign business entity registered with the Kentucky Secretary of State; an individual that is employed and works at a location or locations within the Commonwealth; an individual or business entity that owns real property within the Commonwealth; any individual or business entity that has been authorized to act on behalf of an individual or business entity described above; or a news-gathering organization as defined in KRS 189.635(8)(b)1.a. to e.

## By-Laws

### OHIO VALLEY EDUCATIONAL COOPERATIVE

#### ARTICLE I

##### NAME

This organization shall be known as the OHIO VALLEY EDUCATIONAL COOPERATIVE (OVEC).

#### ARTICLE II

##### PURPOSES AND OBJECTIVES

The purpose of this organization shall be to provide certain services, programs or facilities to children, youth, and adults that are mutually advantageous.

The objectives of the Cooperative are:

- To make educational programs and services available on a regional basis.
- To provide a vehicle which will enable participating districts to:
  - Analyze educational problems and devise solutions in an orderly manner.
  - Reallocate resources in order to achieve desirable educational results.
- To bring resources of other organizations and agencies to bear upon the problems of participating districts.

#### ARTICLE III

##### MEMBERSHIP

A representative of each duly constituted school district recognized by the Kentucky Department of Education, may be a member of this organization by Board passage of a resolution complying with the conditions of the agreement and membership shall require the approval by a simple majority vote of the Board of Directors.

Any member district desiring to discontinue participation may terminate their participation by providing written notification to the Ohio Valley Educational Cooperative Board not less than thirty (30) days before June 30 of any year. Upon withdrawal of a participating school district, that school district may sell its share of all personal and real property to any willing buyer who is acceptable to a majority of the Board.

## ARTICLE IV

### BOARD OF DIRECTORS

The Cooperative governing body shall be composed of: (a) the superintendents of the school districts participating herein, (b) a representative of Area Development Districts serving the region, (c) a representative of the State Department of Education, (e) a representative from Regional Manpower Commission, and (f) a representative from the regional vocational advisory committee, except that the number of superintendents voting on issues must exceed by one or more, the combined voting members representing other agencies. All members have voting privileges only when participating in programs to which they contribute personnel or other resources, or programs in which pupils in their school district directly benefit.

#### A. QUALIFICATIONS AND SELECTION PROCEDURES

The superintendents who serve on the Board of Directors shall be the Superintendents of the participating districts.

The representative of the Area Development District shall be appointed by the Chief Executive Officer of that agency to serve at his/her pleasure.

The representative of a university or community college shall be appointed by the president or his/her designee to serve at his/her pleasure.

The representative of the State Department of Education shall be appointed by the Commissioner of Education.

The representative from the vocational advisory committee shall be appointed by the committee.

The representative of the Manpower Commission shall be appointed by the Commission.

No member shall be permitted to vote by proxy.



**B. DUTIES OF GOVERNING BODY**

The Board shall have general control and management of such programs and services as it deems necessary for the promotion of education and the general health and welfare of pupils and adults consistent with the State Constitution, Kentucky Revised Statutes and the rules and regulations of the State Board of Education. The Board shall have power to accept funds from both public and private sources, employ personnel, make purchases, and do all things necessary and proper to carry out the full intent and purposes of this agreement.

The Board shall have the authority and power to contract with individuals, corporations, partnerships, agencies, departments, etc., both public and private (hereinafter "Agency") for any lawful purpose.

Specifically, the Board may enter into agreement with such Agency which the Board believes to be in the best interest of the Cooperative, whether this be on an ad hoc basis, for a specified time, or on a continuing basis.

The Board shall have the authority to contract with such Agency to employ certain individuals who may be assigned to work exclusively for said entity and who may be supervised and evaluated by the Agency. In addition, the employees hired by the Cooperative pursuant to such a Memorandum of Agreement may be provided with fringe benefits that are different from those provided the Cooperative's other employees. The specific fringe benefits shall be as provided for in the Cooperative's Memorandum of Agreement with the entity.

Termination of such Memorandum of Agreement by the Cooperative of the Agency shall be according to the terms of the Memorandum of Agreement. Employment contracts of individuals and the Cooperative, which are a result of and provided for in such Memorandum of Agreement, shall also be subject to the terms of the Memorandum of Agreement.

**ARTICLE V**

**OFFICERS OF THIS ORGANIZATION AND CORPORATION**

The Officers of the Cooperative (Chair and Vice-Chair) are to be elected by a simple majority vote from the membership. By virtue of the position, the Chief Financial Officer shall serve as Treasurer of the Cooperative.

The offices of Chair and Vice-Chair shall serve one (1) year effective July 1 to June 30 at which time the Vice-Chair will assume the office of Chair for the succeeding year.

Duties of the Chair are to conduct all regular and special meetings of the Ohio Valley Educational Cooperative Board of Directors in the absence of the Chair.

Duties of the Vice-Chair are to succeed the active Chair effective July 1 of the fiscal year.

**TREASURER**

The Treasurer shall be covered under a blanket bond and shall be responsible for the receipt and deposit of all funds and shall keep full and complete account of all funds in such manner and make such reports as is required by the Board. He/she shall issue checks for payments of all legal claims, which have been authorized for payment by the Board.

**CO-SIGNER**

The Chief Executive Officer of the Ohio Valley Educational Cooperative shall cosign checks with the Chief Financial Officer.

**SECRETARY TO THE BOARD**

The Chief Executive Officer will serve as Secretary to the Board to keep minutes, records and documents of the Board and to perform other duties as specified by the Board.

**ARTICLE VI**

**COOPERATIVE STAFF**

The Cooperative shall consist of a Chief Executive Officer and such program specialist and supporting staff as needed to conduct approved programs.

The Chief Executive Officer of the Cooperative shall be appointed annually by a majority vote of the membership present.

The Chief Executive Officer will be responsible for preparing budgets, directing expenditures and recommending staff to support the program of services as approved by the Board of Directors.

**ARTICLE VII**

**MEETINGS**

The Board of Directors shall have not less than one (1) meeting every two (2) months at a place and time designated by the Board of Directors.

The Chair of the Board of Directors, or a majority of members, may call special meetings as deemed necessary by properly notifying members of the Board Proper notification shall be in writing by mail not less than 24 hours preceding the meeting.

At any meeting of the Board, eight (8) or more of the participating superintendents (or their authorized representative) shall constitute a quorum. Except when a larger vote is required by law, motions can be favorably passed by a simple majority vote of those present. However, no action may be taken unless a quorum is present.

**ARTICLE VIII**

ADVISORY COUNCIL

An advisory council may be selected by the Board of Directors and used as the Directors desire to advise the Board on any project under consideration. This Council may be made up of members such as Superintendents, Board members, Principals, Teachers, Counselors, State Department of Education Personnel, Medical, Professional people and others deemed necessary. The Advisory Council shall not have a vote in the final determination of projects under consideration.

**ARTICLE IX**

Robert's Revised Rules of Order are hereby adopted as the parliamentary rules of the Ohio Valley Educational Cooperative unless they are in conflict with the By-Laws and Policies of this Organization.

**ARTICLE X**

BUSINESS AFFAIRS

The Board of Directors shall have general responsibility for the receipts, disbursements, and accountability of any funds for the operation of the Cooperative.

All business conducted by this organization shall be in accordance with the Kentucky Board of Education regulations and statutes governing schools.

**ARTICLE XI**

AMENDING BY-LAWS

Amendments to these By-Laws may be proposed in writing by any member of the Cooperative. The proposal shall be delivered to the Chief Executive Officer who shall present it at the next regular meeting of the Board of Directors.

Said proposal may be acted upon at the meeting or action may be deferred no longer than the next regular meeting. A favorable vote from two-thirds of the Board membership present will be necessary to amend the By-Laws. Sufficient notification should be given to all Board members with a copy of the recommended changes telling them when these changes are to be voted on.

**ARTICLE XII**

**JOINT PROPERTY**

All personal and real property acquired under this agreement shall be considered the joint property of all participating districts and shall be held in trust by the members of the Board, providing proper declaration and explanation of the trust is in the deed instrument, and upon dissolution, each participating district will receive its proportionate share of the real and personal property in accordance with their proportionate payment made to the securing of the property or properties.

# Acknowledgement Form

2022-2023 School Year

I, \_\_\_\_\_, HAVE RECEIVED A COPY OF THE  
*Employee Name*

*Policies and By-Law Handbook* issued by OVEC and understand and agree that I am to review this handbook in detail and with my immediate supervisor if I have any questions concerning its contents.

I UNDERSTAND AND AGREE:

1. that this handbook is intended as a compilation of OVEC by-laws and policies and that it is not intended to create any sort of contract between OVEC and any one or all of its employees;
2. that I have entered into my employment relationship with OVEC voluntarily and acknowledge that there is not specified length of employment beyond the terms of my current contract;
3. that the Board of Directors may modify any or all of these by-laws and policies, in whole or in part, at any time, with or without prior notice; and
4. that in the event OVEC modifies any of the by-laws and policies contained in this handbook, the changes will become binding on me immediately upon issuance of the new by-law or policy by the Board of Directors.

*I understand that as an employee of OVEC, I am required to review and follow the by-laws and policies set forth in this handbook and I agree to do so.*

\_\_\_\_\_  
*Signature of Employee*

\_\_\_\_\_  
*Date*

Return this signed form to Executive Director/designee.

# 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 thirty-five (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 thirty-five (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 \_\_\_\_\_.