

MISSOURI OZARKS COMMUNITY ACTION, INC.

PERSONNEL POLICY MANUAL

PERSONNEL ATTORNEY REVIEW-REVISED 2009 07/2013, 01/2018, 04/2021
Mickes O'Toole, LLC, St. Louis, MO
Power Group Compliance Checked 08/14/2009
QOWL Reviewed and Approved 02/2009
Staff Reviewed 2013, 2018, 2020, 2021
Personnel Committee Reviewed 2013, 02/09/2018, 5/27/2021
Policy Council Reviewed and Approved 07/14/2009, 2013, 02/09/2018
Board Approved 12/11/2009, 11/2013, 02/22/2018, 5/27/2021, 05/25/2023
Board of Directors and Attorney all reviewed and approved 2025

NO ONE MAY ENTER INTO A CONTRACT WITHOUT THE SIGNATURE OF THE MOCA DESIGNATED EMPLOYEE. THIS POLICY STATEMENT DOES NOT CONSTITUTE A CONTRACTUAL AGREEMENT BETWEEN MOCA AND ITS EMPLOYEES.

TABLE OF CONTENTS

1. INTRODUCTION	13
2. PURPOSE OF MOCA	13
2.1. PERSONNEL PHILOSOPHY	14-15
2.2. OPERATIONAL STRUCTURE	15
2.3. PURPOSE OF PERSONNEL POLICIES	16
2.4. STATEMENT OF RESPONSIBILITY:	16
2.5. STATEMENT OF COVERAGE:	16
2.6. DISSEMINATION	16
2.7. AMENDMENTS	17
3. EMPLOYMENT	17
3.1. PURPOSE:	17
3.2. SCOPE:	17
3.3. DEFINITIONS:	17-19
4. JOB POSTING	19
4.1. PURPOSE:	19
4.2. SCOPE:	19
4.3. POLICY:	19
4.4. PROCEDURE:	19-20
5. PERSONNEL AUTHORITY	20
5.1. PURPOSE:	20
5.2. STANDARDS FOR SELECTION	21-22
5.3. EMPLOYMENT APPLICATION POLICY:	22-23
5.4. PROHIBITIONS IN PERSONNEL SELECTION	23-24
5.5. RECRUITMENT AND SELECTION PROCEDURES	24-25
6. EXECUTIVE DIRECTOR RECRUITMENT AND SELECTION	25

6.1.	BOARD'S AUTHORITY WHEN EXECUTIVE DIRECTOR POSITION IS VACATED	25
6.2.	RECRUITMENT	25
6.3.	SELECTION	25-26
7.	NEW EMPLOYEE ORIENTATION	26
7.1.	PURPOSE:	26
7.2.	SCOPE:	26
7.3.	POLICY:	26
7.4.	PROCEDURE:	27
8.	PERSONNEL RECORDS AND POLICY	28
8.1.	PURPOSE:	28
8.2.	SCOPE:	28
8.3.	POLICY:	28
8.4.	PROCEDURE:	28-29
9.	WAGE AND SALARY ADMINISTRATION	30
9.1.	PURPOSE:	30
9.2.	SCOPE:	30
9.3.	POLICY:	30
9.4.	DEFINITIONS:	30-32
9.5.	PROCEDURE:	32-33
10.	SALARY PROGRAM ADMINISTRATION	33
10.1.	PURPOSE:	33
10.2.	SCOPE:	33
10.3.	POLICY:	33
10.4.	SALARY PROGRAM ELEMENTS:	33-34
10.5.	MAINTENANCE OF SALARY STRUCTURE:	34
11.	HOURS OF WORK AND PAY DAYS	34
11.1.	PURPOSE:	34
11.2.	SCOPE:	34

11.3.	POLICY:	35-36
12.	DRESS CODE	36
12.1.	PURPOSE:	36
12.2.	SCOPE:	36
12.3.	POLICY:	36
12.4.	PROCEDURE:	36
13.	TRAINING AND DEVELOPMENT	36
13.1.	PERFORMANCE APPRAISAL:.....	36
13.2.	PURPOSE:	37
13.3.	SCOPE:	37
13.4.	POLICY:	37
13.5.	PROCEDURES:	37
13.6.	TIMING:	38
14.	PROMOTIONS	38
14.1.	PURPOSE:	38
14.2.	SCOPE:	38
14.3.	POLICY:	38-39
15.	INSURANCE PROGRAMS	39
15.1.	SCOPE:	39
15.2.	POLICY:	39-40
16.	RETIREMENT PLAN	40
16.1.	SCOPE:	40
16.2.	POLICY:	40
17.	CAFETERIA PLAN	40
17.1.	SCOPE:	41
17.2.	POLICY:	41
18.	VACATIONS:.....	41
18.1.	PURPOSE:	41
18.2.	SCOPE:	41
18.3.	POLICY:	41
18.4.	ELIGIBILITY:.....	41-42
18.5.	SCHEDULING:	42-43

18.6.	PROCEDURE:	43
19.	HOLIDAYS	43
19.1.	PURPOSE:	43
19.2.	SCOPE:	43
19.3.	POLICY:	43-44
20.	SICK LEAVE	45
20.1.	PURPOSE:	45
20.2.	SCOPE:	45
20.3.	POLICY:	45-46
20.4.	PROCEDURE:	46
21.	OTHER TYPES OF LEAVE.....	46
21.1.	PURPOSE:	47
21.2.	SCOPE:.....	47
21.3.	POLICY:	47
21.4.	PROCEDURE:	47-49
21.5.	Missouri Volunteer Firefighter Job Protection Act.....	49-50
22.	EMPLOYEE LEAVE OF ABSENCE WITHOUT PAY	50
22.1.	PURPOSE:	50
22.2.	SCOPE:	50
22.3.	PROCEDURE:	51
22.4.	DEFINITION:	51
22.5.	PROCEDURE:	51-52
23.	FAMILY AND MEDICAL LEAVE ACT (“FMLA”)	52
23.1.	ELIGIBLE EMPLOYEES	52-53
23.2.	QUALIFYING REASONS FOR LEAVE:	53-54
23.3.	DEFINITIONS	54-57
23.4.	LENGTH OF LEAVE	57
23.5.	COORDINATION WITH EXISTING LEAVE POLICIES	58

23.6.	CERTIFICATION	58-60
23.7.	INTERMITTENT OR REDUCED LEAVE	60-61
23.8.	INSURANCE PREMIUMS	61
23.9.	JOB RESTORATION	61
23.10.	NOTIFICATION PROCEDURE	61-62
23.11.	ADDITIONAL FMLA INFORMATION	62
24.	GENERAL EMPLOYEE CONDUCT / CONFLICT OF INTEREST	63
24.1.	CONFIDENTIALITY OF CORPORATE INFORMATION:	63
24.2.	OFFICIAL CONTACTS WITH OUTSIDE ORGANIZATIONS:	63
24.3.	GRATUITIES:	63
24.4.	WORK AREAS:	64
25.	CORRECTIVE ACTION	64
25.1.	PURPOSE:	64
25.2.	SCOPE:	64
25.3.	POLICY:	64
26.	DISCIPLINE EXAMPLES	65
26.1.	DEFINITIONS:	65
26.2.	TABLE OF POTENTIAL DISCIPLINE:	65
27.	OPTIONS FOR CORRECTIVE ACTION	65
27.1.	PURPOSE:	65
27.2.	SCOPE:	66
27.3.	POLICY:	66
27.4.	EHS/HS CHAIN OF COMMAND FLOWCHART	66
27.5.	OPTIONS FOR CORRECTIVE ACTION	66-67
28.	MOCA: HEAD START AND EARLY HEAD START	67
28.1.	PURPOSE:	67
28.2.	SCOPE:	67
28.3.	AUTHORITY:	68
28.4.	PROCEDURE:	68-70
29.	FRAUD AND ABUSE PREVENTION	70
29.1.	SCOPE:	71
29.2.	POLICY:	71

29.3.	PROCEDURES:	71-72
29.4.	INVESTIGATIVE PROCEDURE:	72
29.5.	ENFORCEMENT:	72-73
29.6.	DEFINITIONS:	73
29.7.	EXAMPLES:	73
29.8.	OTHER INAPPROPRIATE CONDUCT	73-74
29.9.	CONFIDENTIALITY:	74
30.	WHISTLEBLOWER POLICY	74
30.1.	SCOPE:	74
30.2.	DEFINITIONS:	74-75
30.3.	POLICY:	75
30.4.	PROCEDURES	75-76
30.5.	Accounting and Auditing Matters	76
30.6.	Acting in Good Faith	76
31.	Confidentiality	76
	POLITICAL ACTIVITY	76
31.1.	AGENCY:	77
31.2.	EMPLOYEES:	77
32.	SUBSTANCE ABUSE	77
32.1.	POLICY:.....	77-78
32.2.	PROHIBITIONS ON USE OF SUBSTANCES:	78
32.3.	DEFINITIONS:	79
32.4.	TESTING PROGRAMS:	79
32.5.	Return to duty and follow up testing	80
32.6.	Required tests for MOCA drivers	80
32.7.	Testing during periods of Temporary Layoff	81
32.8.	Consent to Test and Reveal Information to Employer	81
32.9.	New Employees:	81

32.10.	Current Employees:	81-82
32.11.	POSSESSION OF DRUGS AND/OR ALCOHOL:	82
32.12.	CONSEQUENCES OF A POSITIVE TEST RESULT:	82
33.	TELEPHONE USE	82
33.1.	PURPOSE:	83
33.2.	SCOPE:	83
33.3.	POLICY:	83
34.	CELL PHONES	83
34.1.	PURPOSE:	83
34.2.	SCOPE:	83
34.3.	POLICY:	83
35.	SMOKING IN THE WORKPLACE	84
35.1.	PURPOSE:	84
35.2.	SCOPE:	84
35.3.	POLICY:	84
35.4.	DEFINITION:	84
35.5.	PROCEDURE:	84-85
36.	SOLICITATION/DISTRIBUTION/PERSONAL BUSINESS	85
36.1.	PURPOSE:	85
36.2.	SCOPE:	85
36.3.	POLICY:	85
36.4.	DEFINITIONS:	85
37.	SAFETY AND HEALTH	86
37.1.	ACCIDENT/INJURY REPORTING:	86
37.2.	SCOPE:.....	86
37.3.	POLICY:	86
37.4.	PROCEDURE:	86-87
38.	LIFE-THREATENING ILLNESS	87
38.1.	PURPOSE:	87-88
38.2.	SCOPE:	88
38.3.	POLICY:	88
38.4.	PROCEDURE:	88-89

39. TRAVEL IN AREA POLICY	89-91
40. OUT OF AREA TRAVEL POLICY	91
40.1. DEFINITION:	91
40.2. REIMBURSEMENT	91
41. VEHICLE INCIDENT & ACCIDENT PLAN.....	92
41.1. PURPOSE:	92
41.2. SCOPE:	92
41.3. POLICY:	92
41.4. PROCEDURE:	92-93
42. SEAT BELT USAGE POLICY	94
42.1. SCOPE:	94
42.2. POLICY:	94
43. CONFLICT OF INTEREST	94
44. STANDARDS OF CONDUCT	95
44.1. Purpose:	95
44.2. Scope:	95
44.3. Policy:	95-97
45. CONFIDENTIALITY	97
45.1. Purpose:	97
45.2. Policy:	97
45.3. Definition:	97
45.4. Procedure	97-99
46. PROHIBITION OF UNLAWFUL HARASSMENT AND RETALIATION	99
46.1. PURPOSE:	99-100
46.2. SCOPE:	100
46.3. POLICY:.....	100
46.4. DEFINITIONS:	100-101
46.5. UNLAWFUL HARASSMENT PROHIBITED	101-102

46.6.	COMPLAINT PROCEDURE:	102-103
46.7.	Threats Imposed by Individuals Applying for Assistance:.....	103
46.8.	NO RETALIATION	103
47.	COMPUTER AND NETWORK POLICY	104-105
47.1.	PURPOSE:	104
47.2.	POLICY:	104-106
47.3.	SECURITY:	106
47.4.	PRIVACY:.....	106-107
47.5.	CONFIDENTIALITY:	107
47.6.	RESPONSIBILITY:	107
48.	SOCIAL MEDIA	107
48.1.	INTRODUCTION:	107-108
48.2.	DEFINITIONS:	108
48.3.	ACCEPTABLE USE:.....	108
48.4.	REQUIREMENTS:	109
49.	SAFETY POLICY	109-110
50.	GRIEVANCE/APPEAL PROCEDURE	110
50.1.	PURPOSE:	110
50.2.	SCOPE:	110-111
50.3.	DEFINITION:	111
50.4.	PROCEDURE:	111
51.	EMPLOYEE SEPARATION	111
51.1.	PURPOSE:	112
51.2.	SCOPE:	112
51.3.	DEFINITIONS:	112
51.4.	PROCEDURE:	112-114
52.	BENEFIT ELIGIBILITY	114
53.	REDUCTION IN FORCE AND RECALL	114
53.1.	PURPOSE:	114
53.2.	SCOPE:	115
53.3.	POLICY:.....	115
53.4.	DEFINITIONS:	115

53.5.	PROCEDURE FOR REDUCTION IN FORCE:	115-116
53.6.	PROCEDURE FOR RECALL:	116
54.	CONFLICT OF INTEREST POLICIES BY PROGRAM	116
54.1.	Applications for Low Income Home Energy Assistance Program (“LIHEAP”) .	116-118
54.2.	Weatherization (Per DED/DE Administrative Policies and Procedures):	118-119
54.3.	Pulaski County PHA-HUD (per DED Administrative Policies and Procedures):	120-121
54.4.	Community Services (Per CSBG Contract Guidelines)	121-123
APPENDIX A	124
	NEW EMPLOYEE FILE CHECKLIST	124
APPENDIX B:	125
	EHS/HS CHAIN OF COMMAND FLOWCHARTS	126
APPENDIX C	127
	DRUG AND ALCOHOL TEST FOR EMPLOYEES AND APPLICANTS RELEASE AND CONSENT FORM	127
APPENDIX D	128
	SAFETY POLICY	128
APPENDIX E	129
	SEAT BELT USAGE POLICY	129
APPENDIX F	130
	CONFLICT OF INTEREST	130
APPENDIX G	131
	STANDARD OF CONDUCT	131-132
APPENDIX H:	133
	CONFIDENTIALITY	133-134
APPENDIX I	135
	PROHIBITION AGAINST HARASSMENT AND RETALIATION POLICY	135-137
APPENDIX J	138
	COMPUTER AND TECHNOLOGY POLICY	138-139

APPENDIX K 140
 MOCA’s SOCIAL MEDIA POLICY 140-142

APPENDIX L: 143
GRIEVANCE FORM 143-144

APPENDIX M: 145
 CUSTOMER GRIEVANCE FORM145-146

APPENDIX N 147
 VOLUNTARY RESIGNATION 147

APPENDIX O 148
 EXIT INTERVIEW QUESTIONNAIRE148-151

1. INTRODUCTION

Missouri Ozarks Community Action, Inc. ("**MOCA**") is a private non-profit corporation chartered under Missouri law and organized as a Community Action Agency pursuant to the Economic Opportunity Act of 1964. MOCA is governed by a Board of Directors consisting of 24 members, three members from each county served. One member per county is an elected public official, one is elected by the participant population in the county, and one is a representative of private sector interests. The Board is responsible for setting policy for MOCA. This manual sets out the policy of the Board of Directors regarding the relationships, standards, responsibilities and benefits that govern MOCA's human resources management. The Executive Director of MOCA is responsible for implementing the policy of the Board and may establish additional administrative procedures for that purpose, consistent with the intent of the policy statement. MOCA expressly prohibits all forms of unlawful discrimination in its organizational structure, policies, procedures, practices, activities, training programs, and contracts. **No one may enter into a contract without**

the signature of the MOCA designated employee. This policy statement does not constitute a contractual agreement between MOCA and its employees.

In the event that the employee manual is amended, modified, or revised, the most recent manual supersedes all prior editions.

2. PURPOSE OF MOCA

The purpose of MOCA is to better focus all available local, state, federal and private resources upon the goal of enabling low-income families and individuals to attain the skills, knowledge, motivations and opportunities needed for them to become more fully self-sufficient. MOCA is a community based and operated Community Action Program which includes an intake assessment and referral capability in each of its counties and is designed to include a number of projects or components to provide a range of services and activities having a measurable and potentially major impact on causes and conditions of poverty in the community or those areas of the community where poverty is a particularly acute problem. These services and activities may include, but are not limited to, activities designed to provide opportunities for eligible persons to:

- Secure and retain meaningful employment and attain an adequate education;
 - Make better use of available income;
 - Obtain and maintain adequate housing and suitable living environment;
 - Obtain emergency assistance through grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing and employment related assistance;
 - Maximize the role Community Action Agencies play as a supportive mechanism available to Missouri families;
-
- Remove obstacles and solve problems which block the achievement of self-sufficiency; ▪ Achieve greater participation in the affairs of the community; and ▪ Make more effective use of other programs.

2.1. PERSONNEL PHILOSOPHY

These personnel policies are built upon the knowledge that the employees are the most vital resource of MOCA, and that MOCA's mission can be achieved only through a competent,

qualified, committed staff. MOCA will strive to create a work environment offering opportunities for professional and personal growth, fair, equal treatment of all employee salary/benefit schedules consistent with job requirements.

2.2. OPERATIONAL STRUCTURE

MOCA is organized in the following departments:

2.2.1. Corporate Administration:

This department is responsible for the management of MOCA and includes the planning, organizing, directing, controlling, and evaluating functions for MOCA as a whole and for each contract. This section is responsible for fiscal accountability, personnel administration, contract administration and compliance, and Board functioning.

2.2.2. Community Services:

The Community Services Department aligns with the mission in empowerment through educational and training opportunities for low-income individuals and families. Changing lives through Family Development Case Management, advocacy, educational opportunities, health and nutritional opportunities, community partnerships, and support. We inspire hope to those who are struggling with the barriers of poverty, providing education, job training, and support in finding employment.

2.2.3. Head Start:

This department provides Early Head Start (in designated areas), Head Start services in eight counties and provides Child/Development for children 0-5 years of age from low-income families.

Head Start works with families in a comprehensive way including parent education and parent involvement in program decision making, referral to other services, nutrition, health, dental services along with classroom experience for the children. At least 10% of the enrollment must be children diagnosed with special needs.

2.2.4. Housing:

This department provides Section 8 Housing Assistance, which is a subsidy toward rent/utilities for income eligible families who are spending more than 30% of their income for rent. The housing must meet the quality standards as prescribed by HUD.

2.2.5. Weatherization:

This department conducts home weatherization activities, including insulation, furnace testing and repair, and reduction of air infiltration.

2.2.6. Low Income Home Energy Assistance Program:

This department provides Energy Assistance/Energy Crisis Intervention Program to low-income families and individuals.

2.3. PURPOSE OF PERSONNEL POLICIES

This manual is designed to set out the standards of the Board of Directors regarding the responsibilities of the Board and the staff to one another and to the public. Nothing in this manual represents a contract for, or guaranty of, employment. No statements or representations by any officer or representative of MOCA shall be construed to infer a guaranty of employment. The management of MOCA has the right to extend or terminate the employment of any employee at any time, with or without cause, within the bounds of Federal and State Employment Laws and Regulations.

2.4. STATEMENT OF RESPONSIBILITY:

The Board of Directors of MOCA is the source of all authority for setting personnel policy. The Executive Director is responsible for the implementation of this policy statement and for the development of detailed procedures, whether stated or not stated in these policies, which are consistent with their intent. If employees have questions or need additional information after review of this manual, they should contact the Administrative Assistant at MOCA central office.

2.5. STATEMENT OF COVERAGE:

The personnel policies of MOCA, as approved by the Board of Directors, shall cover all personnel employed by MOCA.

2.6. DISSEMINATION

Each person upon employment with MOCA shall be provided a copy of the personnel policies if requested. Otherwise the personnel policy manual shall be available on MOCA's website.

2.7. AMENDMENTS

2.7.1. Amendment Process:

Amendments may be recommended at any regular meeting of the Board of Directors or Personnel Committee. After study by the Board and opportunity for comment by the Policy Council and Executive Director, an amendment may be passed by the majority of the Board at a legally constituted Board meeting, provided that all members of the Board have been mailed a copy of the proposed amendment at least seven (7) days in advance of the meeting. Amendments are effective immediately upon approval.

2.7.2. Policy Manual Review:

This Policy Manual will be reviewed at a minimum of every 4 years by the Personnel Committee. Any recommended revisions will be discussed with, selected staff, and the Executive Director prior to submission to the full Board per the amendment process.

Once approved by Board of Directors, Personnel Committees and an Attorney, the changes will be inserted into this manual and then disseminated out to MOCA work sites by electronic copy or in the case of layoff, they will be made available immediately upon return. All MOCA staff must sign and return the Manual Receipt to central office immediately by email, mail or fax.

3. EMPLOYMENT

3.1. PURPOSE:

To provide uniformity and equity in applying personnel policies and benefits.

3.2. SCOPE:

These definitions apply to all MOCA programs and locations, as well as all employment categories within MOCA.

3.3. DEFINITIONS:

MOCA maintains standard definitions of employment status and classifies employees for purposes of personnel administration and related payroll transactions according to the following definitions:

- An “**exempt employee**” is an employee who is exempt from the minimum wage and overtime pay requirements under the Fair Labor Standards Act (“**FLSA**”) and Missouri’s Minimum Wage Law.
- A “**nonexempt employee**” is an employee who is entitled to overtime pay under the FLSA and Missouri’s Minimum Wage Law, which require overtime pay for all hours worked in excess of 40 hours in a workweek at a rate of 1.5 times their regular rate of pay. Vacation, Sick, Holiday, and any other type of leave hours, paid or unpaid, do not count as hours worked.
- A “**full-time employee**” is an employee scheduled to work 30 hours or more per week.
- A “**part-time employee**” is an employee scheduled to work less than 30 hours per week.
- “**Orientation period employee**” means a new employee with less than 90-180 work days of service, depending upon job description. The orientation period of an Orientation Period Employee commences on his or her hire date. An Orientation Period Employee accrues service credit and becomes eligible for employee benefits on such hire date. At the discretion of the Executive Director, the orientation period may be extended up to an additional 60 to 120 days.
- A “**transfer**” refers to the transfer of a regular employee from one position within MOCA to another position within MOCA. When a regular employee is transferred, the regular employee does not lose any benefits accrued prior to the transfer. The transferred regular employee’s training period (30-90 days) may be extended, and annual leave use restricted at the discretion of either the Program Director or the Executive Director. Initial orientation period procedures may not apply to transfer of current employees.
- A “**regular employee**” is any employee who has successfully completed the orientation period.
- A “**temporary employee**” refers to an employee who is hired for a pre-established period (six months or less), usually, but not always, during peak workloads or for vacation relief. Such a temporary employee may work a full-time or part-time schedule and is ineligible for company benefits and holiday pay that are not required by law. In certain circumstances, temporary employment status may be extended up to three additional months. Nepotism rules do not apply. Time worked does not apply toward service credit or benefits.
- An “**emergency temporary employee**” is an employee who is hired for 60 days or less on an emergency basis to prevent stoppage of business at the discretion of the Executive Director. Such an emergency temporary employee is not entitled to any employee benefits not required by law.

- A “***substitute employee***” means an employee who fills in for a regular employee. Such a substitute employee may not have regularly scheduled work hours or work days, work only when requested by their supervisor, and are not entitled to any employee benefits not required by law.

- A “***volunteer***” is an individual who volunteers time to charitable, civic, humanitarian, or similar non-profit organizations as a public service and are not covered by the FLSA. Individuals generally may not, however, volunteer in commercial activities run by a nonprofit. Generally, a volunteer will not be considered an employee for FLSA purposes if the individual volunteers freely for public service or humanitarian objectives, and without contemplation of compensation. Typically, such volunteers serve on a part-time basis and do not displace regular employed workers or perform work that would otherwise be performed by regular employees. Additionally, paid employees of a non-profit organization cannot volunteer to provide the same type of services to their non-profit organization that they are employed to provide.

(See also Section 9, Wage and Salary Administration).

4. JOB POSTING

4.1. PURPOSE:

To provide a system by which employees may investigate, apply, and be selected for job openings on an equal basis with outside applicants.

4.2. SCOPE:

This policy applies to all employees.

4.3. POLICY:

MOCA supports the practice of promoting from within when practicable. It also believes that employees have the primary responsibility for their own career development. To assist in both of these processes, MOCA posts job vacancies at service centers and listed with Job Services.

4.4. PROCEDURE:

- 4.4.1. When a vacancy occurs, the appropriate supervisor will submit a requisition to the Executive Director or designee. This completed form includes all job-related requirements necessary for proper applicant screening.
- 4.4.2. The Administrative Assistant will prepare a job posting for display on the bulletin board and send electronically to all employees. The steps to apply for any posted position and the necessary prerequisites appear at the bottom of the notice form.
- 4.4.3. Current employees that are interested in a posted position are to email their interest to the Administrative Assistant, and they will forward to the Director of the program that is hiring.
- 4.4.4. When a current employee is selected to fill a posted vacancy, the two department Supervisors involved will confer and agree on a suitable transfer date for the current employee, no longer than two weeks from the selection date.

5. PERSONNEL AUTHORITY

To establish the authority and responsibility of personnel in recruiting and selecting employees and to establish principles guiding the recruiting and selecting process. (Also see Equal Employment Policy.)

5.1. PURPOSE:

This policy seeks to give effect to the principle that qualified personnel, pursuing high standards of conduct, under procedures insuring fairness and impartiality, constitute the best public service. This section will deal with policies covering the recruitment selection, appointment, promotion, demotion, transfer, and termination, of all MOCA personnel.

The Board of Directors has the authority to engage and terminate the services of the MOCA Executive Director. The Executive Director or designee is authorized to engage and terminate all personnel for MOCA. The Head Start Policy Council shall approve and submit to the Board of Directors decisions about program personnel policies and the employment of program staff.

Recruitment of personnel will be designed to provide maximum employment opportunity for area residents and groups served.

No person employed by MOCA or any person seeking admission to employment, shall be treated differently and/or conferred special benefits based solely on that person's race, color, ethnicity, national origin, sex, sexual preference or orientation, gender, gender identity, or religion. MOCA shall comply with all governing state and federal anti-discrimination laws, including but not limited to, and to the extent applicable, Section 503 of the Rehabilitation Act of 1973, as amended, ("*Section 503*") and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002, 38 U.S.C. 4212 ("*VEVRAA*").

**MOCA COMPLIES WITH THE PROVISIONS OF THE AMERICANS
WITH DISABILITIES ACT ("*ADA*").**

MOCA will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability or a person's diseases such as AIDS or AIDS-related virus, Sickle-Cell Trait, cancer, heart disease, or other life-threatening illnesses or diseases. MOCA will make reasonable accommodations as necessary for all employees or applicants with disabilities, if the individual is qualified to safely perform the essential duties of their job, and provided that the accommodation does not impose an undue hardship on MOCA.

5.2. STANDARDS FOR SELECTION

The major purpose of the recruitment and selection process is to employ the most capable, responsible, competent individuals available. Each person selected to fill any position within MOCA shall adequately perform in conformity with the general objectives of the programs administered by MOCA:

5.2.1. Qualifications: High School Diploma, GED, or Formal Educational qualifications, unless required by state or local laws or regulations, as determined by MOCA, shall not be made a condition for employment or advancement of a candidate who is otherwise qualified to perform the duties of the position.

5.2.2. Recruitment: Primary consideration will be given to selecting the candidate best suited to do the position requirements, as determined by MOCA. First priority will be given to promoting employees from within MOCA. Among similarly suited applicants, priority will be given to participants (or potential participants) in corporate programs. A

program must consider current and former program parents for employment vacancies for which such parent apply and are qualified 1302.90(b)(6).

All open positions shall be posted in MOCA facilities or listed with Job Services or advertised in appropriate media. Applicants will be accepted simultaneously from employees and from outside applicants. At the discretion of the Executive Director, an emergency or temporary appointment, per definitions I in Section II, may be made without advertising.

5.3. EMPLOYMENT APPLICATION POLICY:

5.3.1. Eligibility to Apply: All applicants for positions with MOCA shall be required to complete a standard application form. No person shall be denied the right to fill out an employment application; however, MOCA will seriously consider only those applicants who can present satisfactory evidence of qualifications for the vacancies.

5.3.2. The applications must be delivered to the appointing authority prior to the closing of date stated. The applicant shall sign the application, and the truth of all statements contained within the application shall be certified by such signature.

5.3.3. Application Statement: The following statement will be placed on MOCA's application for employment form: I authorize investigation of all statements contained in this application, including references and employers. I understand that all information will be considered in determining eligibility for employment and that a false or dishonest answer to any question on this application will be grounds for an ineligible rating for employment or for termination from employment if my false answer is discovered after commencement of employment.

5.3.4. Information Verification: The individual recommending employment candidates (or the Executive Director, where appropriate) is responsible for verifying the accuracy of information given on applications for employment for the final candidates for any position, including criminal background checks, to possibly include fingerprinting former employer checks, references, background Child Abuse and Neglect Screenings, E-Verify, Motor Vehicle Records Check and Drug testing that includes marijuana "THC" and Alcohol testing. No employee will be hired until all Background checks are completed and received by Missouri Ozarks Community Action. There may be additional background screening post-hiring for promotions, transfers between programs, workplace accidents, reasonable suspicion, or as required by the funding

source. All findings will be preserved in writing in the applicant's file. The information on file will be kept confidential. Falsification of information or the failure to disclose information shall be grounds for non-selection for all MOCA positions and grounds for termination. New employee paperwork will not be completed until application and references are received by Administration Assistant.

5.3.5. Unpaid positions (*i.e.*, volunteers) do not receive background screening unless required by funding source.

5.4. PROHIBITIONS IN PERSONNEL SELECTION

5.4.1. Board Members: No person serving as a voting member of the MOCA Board of Directors or any Policy Council shall be simultaneously employed in MOCA. Former Board members must have been resigned from the Board for one (1) year before applying for employment with MOCA.

5.4.2. Nepotism: No person shall hold a job while either he/she or a member of his/her immediate family holds a supervisory position or serves on the MOCA board, Policy Council or committees, which, by either rule or by practice, regularly nominates, recommends, or screens candidates or has authority to order personnel actions for the department is defined as spouse, child, parent, sibling, grandparent, grandchildren, and in-law and step relationships to the same degree by which he/she is employed.

5.4.3. For Head Start employees: As defined in prohibitions in personnel selection, no related persons shall work at the same work site. If employees or board/employee(s) are related, become related after employment or board membership and a conflict of interest or management problems result, or if reorganization creates such a conflict, reasonable time may be provided to resolve the matter. If resolution is not achieved, one or both persons may be required to transfer or resign.

5.4.4. Criminal Convictions: MOCA is committed to eliminating arbitrary barriers to employment, including a person's past criminal record as automatically disqualifying him or her from employment with MOCA except where required by law. MOCA will require full disclosure of any such record by the applicant and shall exercise prudent judgment in relation to the position to be filled.

5.4.5. Political Partisanship: Employment shall not be offered as a consideration or as a reward for a political support of any political party or candidate for political office; nor may

any person, as an employee, engage in partisan political activity as prohibited by Chapter 15 of Title 5 of the United States code, as revised.

5.4.6. Prohibition against Discrimination: In conformance with the general purpose of selecting the best possible employee, any illegal discrimination in recruitment, selection, employment, placement, promotion, training, assignment, separation or any other personnel action is prohibited.

5.4.7. Disqualification of Applicants: MOCA may reject any applicant who is found to be lacking any of the required qualifications or who is physically or otherwise unable to effectively perform the essential job duties of the position for which he or she seeks employment. Applicants may be rejected if it is found that the applicant is addicted to the habitual excessive use of drugs that includes marijuana "THC", intoxicating drinks, has been convicted of a crime involving moral turpitude or conduct, has been dismissed from public service for delinquency, has made a false statement of a material fact, has practiced or attempted to practice any fraud or deception in his or her application, interview, or has attempted in any improper manner to secure employment. An applicant may also be rejected who is a member of any organization whose objectives include the overthrow of the Government of the United States by force or violence or who admits to being disloyal to the United States. Also any applicant who actively opposes the general objectives, goals and purposes for which MOCA programs were created, may be rejected.

5.5. RECRUITMENT AND SELECTION PROCEDURES

5.5.1. The following steps govern the recruiting and selecting process for all positions except that of the Executive Director.

5.5.2. The Program Director will:

- Obtain the Executive Director's approval prior to creating and/or hiring for new positions.
- In the case of Head Start Program positions, the interview team will invite representatives from the policy council or a center parent committee member.
- Accept applications, screen for minimum criteria, and schedule interview(s) within the time schedules of the approved interview team.
- Sign Personnel Action, which constitutes the Executive Director approval.

5.5.3. The Executive Director will:

- Discuss possibilities of promotion, transfer, and realignment of duties with appropriate personnel.
- Conduct the entire process for department director positions; participate in interviewing and selection for positions grade 8 and above; consider and authorize criteria and team members for all positions.
- Sign all Personnel Actions.
- Assure occurrence of the orientation process.

5.5.4. The Administrative Assistant will:

- Assure that all jobs are posted in all MOCA facilities.
- Place advertising on Job Services or advertise in appropriate media as authorized by the Executive Director. Maintain documentation of process for all positions (retain for one year).
- Maintain documentation of and assure completion of the orientation process. Notify all unsuccessful applicants.

6. EXECUTIVE DIRECTOR RECRUITMENT AND SELECTION**6.1. BOARD'S AUTHORITY WHEN EXECUTIVE DIRECTOR POSITION IS VACATED**

When the position of the Executive Director is vacated, the Board may appoint an Acting Executive Director to fill the responsibilities of the Executive Director until the position is filled. The Board may assign a member of the staff to undertake the work required to recruit and select an Acting Executive Director, provided such staff member is not himself or herself a candidate for the position.

6.2. RECRUITMENT

Recruitment will include, at a minimum, announcing the position within MOCA to other Community Action Agencies in Region VII, to other human services agencies within the area, to appropriate media advertising, and to Job Service.

6.3. SELECTION

In selecting an Executive Director, the Board shall identify the specific criteria upon which to screen and evaluation applicants, appoint a search committee to screen applicants and conduct preliminary interviews and reference checks, interview one or more finalists for the position, and make the selection.

Throughout the selection process, the Board may engage the services of a community action professional to assist with the development of criteria to screen and evaluate applicants and the processes by which applicants are interviewed.

The Board may also authorize travel expenses to be paid for applicants up to \$1,000.

7. NEW EMPLOYEE ORIENTATION

7.1. PURPOSE:

To complete the new employee selection process by providing an orientation period of on-the-job work experience, during which the new employee and MOCA may evaluate employment suitability in terms of knowledge, skill, ability, and interest.

7.2. SCOPE:

This policy applies to all positions except the Executive Director. All new employees will receive an orientation at the time of employment, which will include the purposes and mission of MOCA, the Community Action Mission, identification of state and national affiliations, departmental objectives, specific job description, MOCA's organizational structure, a personnel policy overview, in addition to the basic payroll file document completion.

7.3. POLICY:

Most new employees will serve an orientation period of up to 180 days from the date of hire. Head Start staff working less than 52 weeks will serve a 90-day orientation period. This period is used to determine whether the employment relationship should continue. If staff are laid off during orientation, orientation will stop and resume when staff return to work.

During the orientation period, frequent written employee progress evaluations will be held regarding job performance, attendance, general conduct, and assimilation of mission, and thereafter annually. All progress and annual evaluations will be sent to Central Office immediately following their completion and placed in personnel files.

If MOCA determines in its sole discretion that a satisfactory performance level cannot be achieved through a reasonable amount of training and coaching during the orientation period, the employee(s) will be terminated.

7.4. PROCEDURE:

- 7.4.1.** The Administrative Assistant will ensure completion of the New Employee Orientation checklist and associated forms within the first pay period of employment. (See [Appendix A](#)).
- 7.4.2.** Department Directors will be responsible for the job specific training and evaluation during the employee orientation period.
- 7.4.3.** Performance appraisals will be conducted at the end of the orientation period.
- 7.4.4.** Upon satisfactory completion of the orientation period, employees move to regular status and are subject to the standard performance appraisal process and other company policies.
- 7.4.5.** If during the orientation period, unsatisfactory performance does not improve, the Executive Director will be advised, and the employee may be discharged.
- 7.4.6.** All employees, regardless of status or length of service, are required to meet and maintain company standards for job performance and behavior.
- 7.4.7.** The orientation period may be extended up to an additional 90 days. This extension must occur upon the written request of the department director and authorization of the Executive Director.
- 7.4.8.** The total time of orientation and any extension may not exceed 270 days.

- 7.4.9. No employee will be hired until all applicable pre-employment, background checks, fingerprinting, and drug screening have been received and cleared.

8. PERSONNEL RECORDS AND POLICY

8.1. PURPOSE:

To establish standards by which information contained in personnel records will be managed to achieve accuracy, privacy, and legal compliance.

8.2. SCOPE:

This policy applies to all departments and employees of MOCA.

8.3. POLICY:

- 8.3.1. **Changes of Information:** Any change of address, telephone number and/or family status (*e.g.*, births, adoptions, marriage, death, divorce, legal separation, etc.) must be reported and put on a Personnel Action and sent immediately to the Administrative Assistant as an employee's income tax status and group insurance may be affected by these changes.
- 8.3.2. **Access:** Access to each individual employee's personnel file is available only to the employee, and employee's immediate supervisor, the employee's department director, Executive Director, Administrative Assistant and Officers during a complaint investigation, or where otherwise required by law.
- 8.3.3. **Information Requests and Employment References:** Requests for information from employee files received from other departments or funding sources and inquiries from outside MOCA, including requests for references on former employees, will be directed to the Administrative Assistant. Supervisors and other employees are prohibited from providing personal or employment references on former employees or current employees.

8.4. PROCEDURE:

- 8.4.1. Telephone Inquiries:** Information will be verified by the Administrative Assistant, via telephone, but will be limited to the following:
- dates of hire and separation
 - most recent job title
- 8.4.2. Written Inquiries:** If the request for information is in writing, salary information will be verified in addition to the above. This verification will be in writing, and a copy retained in the employee's file.
- 8.4.3. References with Written Approval: Salary,** history, job chronology, and performance information may be released in writing only with written approval of the employee or former employee.
- 8.4.4. Examination of an Employee's Personnel File:** Inspection of an employee's personnel file may be accomplished at reasonable times during office hours under the following conditions:
- *Employee Request:* Upon a written request by the employee, the employee may inspect his or her personnel file within the personnel records area. Employment references and notes of legal or disciplinary investigations in progress, if any, will be removed before the employee views the file. Employees do not have the right to obtain copies of documents in the file, except for those signed by the employee as a condition of obtaining or retaining employment.
 - *Government Inquiries:* MOCA will cooperate with federal, state, and local government agencies investigating an employee if the investigators furnish proper identification and proof of legal authority to investigate. The Administrative Assistant may permit a government investigator to review a personnel file on company premises, but the investigator will not be allowed to remove or reproduce this information, unless authorized by federal or state statutes or regulations.
- 8.4.5. File Retention: Originals** of personnel records will normally be maintained by the Administrative Assistant in his/her office or storage location, for a period of seven years after an employee's separation date.
- 8.4.6. Medical Files:**

- *Access:* Access to the medical files is restricted to the Executive Director and/or Administrative Assistant and/or Human Resources employees.
- *Release of Information:* Medical information will be released only upon written authorization of the employee or upon proper request from persons or agencies that have legal rights to the information.

8.4.7. Credit References: Will be provided per request upon an employee's written authorization.

9. WAGE AND SALARY ADMINISTRATION

9.1. PURPOSE:

To define exempt and non-exempt employee status and to provide guidelines for determining this status according to law.

9.2. SCOPE:

This policy applies to all MOCA employees, in all programs and locations.

9.3. POLICY:

All positions in MOCA will be classified as either exempt or non-exempt in compliance with law and for administration purposes.

9.4. DEFINITIONS:

- 9.4.1.** Definitions of exempt and non-exempt status are based on provisions of the FLSA and state law. These definitions are summarized as follows:
- 9.4.2.** The federal statute governing wages and hours, the FLSA, provides for overtime for all eligible non-exempt employees, and determines employee classifications, depending generally on (a) how much they are paid, (b) how they are paid, and (c) what kind of work they perform.
- 9.4.3.** An "**exempt employee**" is one who is not entitled to the minimum wage or overtime pay protections under the FLSA according to Regulations, Part 541, and may, depending on the circumstances, include executive, supervisory, professional, administrative, outside sales employees, and certain computer-related occupations. With few exceptions, to be

considered exempt, an employee must (a) be paid at least \$47,476.00 per year (\$913.00-per week), (b) be paid on a salary basis (have a "guaranteed minimum" amount of money he or she can count on receiving for any work week in which he or she performs work), and also, (c) perform exempt job duties. Most employees must meet all three prongs of the test in order to be exempt, as required by FLSA.

- 9.4.4.** An “*executive*” employee is one who regularly supervise two or more employees, has management as the primary duty of the position, and have some genuine input into the job status of other employees (such as hiring, firing, promotions, or assignments). Executive employees will, among other things, participate in interviewing, selecting, and training employees, setting rates of pay and hours of work, appraising productivity; address employee grievances or complaints and disciplining employees; determine work techniques, plan work and apportion work among employees; determine the types of equipment used in work performance and materials needed; plan budgets for work, monitoring work for legal or regulatory compliance, and provide for safety and security of the workplace.
- 9.4.5.** A “*professional*” employee includes all of the traditional “learned professions,” including teachers, registered nurses, accountants (but not bookkeepers), and other employees who perform work requiring “advanced knowledge” traditionally associated with such learned professions. Their work is predominantly intellectual, requires specialized education, and involves the exercise of discretion and judgment.
- 9.4.6.** An “*administrative*” employee performs duties which are office or non-manual work, but which are directly related to MOCA’s management or general business operations. Administrative employees are regularly required to exercise independent judgment and discretion about matters of significance
- 9.4.7.** “*Nonexempt employee*” or “*covered employee*” is one who is subject to the FLSA and, therefore, entitled to its minimum wage and/or overtime pay protections of the FLSA.
- 9.4.8.** A “*workday*” is 8 hours unless MOCA and an employee agree to a longer or shorter workday. (See [Section 11.3.1](#)).

9.4.9. A “*workweek*” is a fixed and regularly recurring interval of seven consecutive, 24-hour periods and which does not have to coincide with a calendar week. (See [Section 11.3.1](#)).

9.4.10. The term “*overtime*” is defined as all hours worked in excess of 40 hours per week. Nonexempt employees are entitled to overtime pay for work in excess of 40 hours in a workweek at a rate of 1.5 times their regular rate of pay.

Overtime must be approved in advance with the supervisor. Non-exempt employees receive overtime pay computed at time and one half their hourly wage, in accordance with the Fair Labor Standards Act. However, every effort should be made to allow employees to adjust their working hours so as not to exceed 40 hours per week. Employees working hours in excess of their regularly scheduled workday without prior approval of their supervisor shall be subject to disciplinary action up to, and including, termination.

If more than 40 hours a week is authorized, compensatory time will be provided at the rate of one and one-half times their regular rates of pay. Compensatory time must be provided within the next pay period following the compensatory time earned.

Employees who are regularly scheduled to work less than 40 hours per week will be provided compensatory time at the rate of 1 hour per hour worked over the employee’s required schedule workday up to 40 hours and one and one-half hours per hour, over 40 hours.

The FLSA and Missouri’s Minimum Wage Law require overtime pay for all hours worked over 40. Vacation, Sick, Holiday, and any other type of leave, hours paid or unpaid, do not count as hours worked.

9.4.11. Fluctuating Work Week: The regular rate of an employee whose hours of work fluctuate from week to week, who is paid a stipulated salary with the clear understanding that it constitutes straight time pay for all hours worked, whatever their number and whether few or many, will vary from week to week. Typically, Head Start employees who work 32 to 40 hours per week may fall into this category.

9.5. PROCEDURE:

In cases where the exempt/non-exempt status of an employee is in doubt, the department director will review position duties and responsibilities against FLSA exemption tests and reach a provisional decision. The Executive Director will review these decisions and make the final

decision in all cases, upon consultation with the Board Personnel Committee or legal counsel as necessary. When changes in status occur, affected employees will be notified in writing.

10. SALARY PROGRAM ADMINISTRATION

10.1. PURPOSE:

To maintain a program of internally and externally equitable salaries.

10.2. SCOPE:

This policy applies to all MOCA employees.

10.3. POLICY:

MOCA strives to pay salaries competitive with those in our community and industry. Determination of salary policy is the responsibility of the Board of Directors. Administration is handled by the Executive Director.

10.4. SALARY PROGRAM ELEMENTS:

10.4.1. Salary Grades:

Each position has been placed in a salary grade, which establishes the value of the position in relation to other positions in the organization. (**See Job Description**).

10.4.2. Salary Ranges:

Each salary grade has been assigned a salary range. Within this framework, an employee's salary will be related to fund availability and evaluation. Employees will receive a salary that is within the range limits of the applicable grade. (**See Salary Schedule**).

- *Range Minimum:* At least the minimum of the appropriate salary range will be paid to all qualified employees. New employees will be hired, if practical, at rates within the first quartile of the applicable range. Employees transferring to a new position within MOCA will be placed on the grade for the new position, and the step will be determined by the Program Director and the Executive Director.
- *Range Maximum:* The maximum of a salary range normally provides an upper limit of what employees in that grade may be paid. However, it is not an absolute limit, and the condition described below may allow an employee to be paid above the maximum.

- *Red Circle Salary:* If an employee is paid over the maximum at the time the range for the classification is established, the salary will not be reduced. Rather, the employee will ordinarily be considered ineligible for an increase in pay (Red circled) until an adjustment in the salary structure or a promotion to a higher grade brings the rate within the established range for the position.
- *Salary Review Frequency:* Reviews for salary increases are conducted once each program year for all MOCA employees. The first salary review after employment will occur at the end of six months of service, except for Head Start employees.

10.5. MAINTENANCE OF SALARY STRUCTURE:

- 10.5.1.** In July of every other year, a salary comparability survey will be reviewed.
- 10.5.2.** Salary ranges of MOCA's pay structure will be reviewed against the survey results by the Executive Director and the personnel committee to determine their adequacy for business conditions, and recommendation will be made to the Board of Directors. Adjustments will be made to the structure, as required, but salaries paid to individuals will not be adjusted at that time.
- 10.5.3.** Salary structure will be adjusted annually in an amount not to exceed the federal cost of living adjustment as determined by the Social Security Administration, and Health and Human Services, etc., for each department based on the department budgets. These adjustments will be made to current employees (receiving a paycheck on the pay date that COLA is processed) when funding is available.

11. HOURS OF WORK AND PAY DAYS

11.1. PURPOSE:

To establish the hours of employment in company's basic work day and work week and to establish pay periods and pay days to administer the payment of wages.

11.2. SCOPE:

This policy applies to all MOCA employees.

11.3. POLICY:

- 11.3.1. Hours of Work:** MOCA follows a normal work schedule up to forty hours per week. Each employee's specific and regular schedule is provided at the time of employment. Some positions vary from this schedule due to workloads and budget. All non-exempt employee schedules must be approved in advance, in writing, by the supervisor.

The workweek begins at 12:00 a.m.

Sunday morning and ends at 11:59 p.m. Saturday night.

- 11.3.2. Lunch and Rest Periods: Employees** may elect a non-paid half-hour or an hour lunch period in agreement with their Program Director and accordingly adjust at the end of the day. Clerical staff will rotate lunch periods so that someone is available to answer the phone and handle visitors. Non-exempt employees may, if approved by their supervisor, take a ten-minute break, paid as work allows, in the morning and the afternoon.

- 11.3.3. Pay Days:** The payroll week runs from Sunday of one week through Saturday of the following week. Employees are paid every other Friday for all time worked, or as required by law. Checks will be distributed beginning at 2:00 p.m.

- 11.3.4. Pay Advances:** Advances may be given in the case of a documented emergency. The request for an advance must be in writing. The full amount of the advance must be

paid out of the next paycheck. No more than one advance may be received in any fiscal year, and the advance may not exceed the net salary due during that pay period.

- 11.3.5. Time and Travel:** Time and Travel vouchers must be received by the Payroll Clerk by 12:00 p.m. on the Monday following the end of the pay period in order to be processed. Time/Travel vouchers must be completely filled out and signed by both employee and supervisor in order to be processed. An approved leave form must accompany time vouchers when applicable. Travel will be reimbursed at the Board of Directors approved mileage rate.

- 11.3.6. Nursing Mothers:** MOCA supports the use of breaks by nursing mothers for the purpose of expressing milk and will provide a location that is appropriate for such breaks. If these breaks should exceed the normal 10-minute break time allowed, you must make suitable work arrangements with the time with your supervisor's approval.

12. DRESS CODE

12.1. PURPOSE:

To establish guidelines for appropriate dress and appearance during normal business hours at MOCA.

12.2. SCOPE:

This policy applies to all employees.

12.3. POLICY:

Employees are expected to maintain an appropriate appearance that is business-like, neat, and clean as determined by the requirements of the area in which the employee works. Appropriate appearance includes:

Apparel: Generally, employees should wear appropriate, clean, pressed business attire.

12.4. PROCEDURE:

- 12.4.1.** The supervisor is responsible for evaluating the dress and appearance of employees under his or her supervision. If an employee is not dressed appropriately, the supervisor shall take appropriate action, which may include:

- verbal warning, and
- written warning (see Corrective Action being sent home without pay).

13. TRAINING AND DEVELOPMENT

13.1. PERFORMANCE APPRAISAL:

13.2. PURPOSE:

To provide a process by which the job performance of each employee is appraised for purposes of development, merit review and counseling.

13.3. SCOPE:

This policy applies to performance appraisal of regular and orientation period employees.

13.4. POLICY:

The employee performance appraisal process will be managed to accomplish the following objectives:

- To enhance individual employee performance and ensure effective business operations.
- To summarize both formal and informal performance discussions held with employees throughout the review period.
- To document performance area in which employees do well and those areas, which require improvement.
- To establish performance goals and plans to correct performance shortcomings.
- To link employee performance with merit increase considerations.

13.5. PROCEDURES:

13.5.1. Each Department Director (in consultation with the Executive Director) is responsible to set and communicate clear performance standards. Each Department Director is also responsible to observe and discuss positive and negative aspects of an employee's performance in relation to the standards.

13.5.2. Extended training and development period is at the discretion of the Program Director and Executive Director. Initial orientation period procedures do not apply to interagency transfer of current employees.

13.5.3. On an annual basis, each supervisor is responsible to conduct formal performance appraisals on each subordinate employee summarizing past discussion and setting performance goals.

13.6. TIMING:

Regular employees will receive a performance appraisal each program year.

Newly hired employees may be appraised frequently during the orientation period.

The Administrative Assistant will maintain a system to assist supervisors to complete performance appraisals on time. The timely processing of performance appraisals is an essential management responsibility of the supervisor:

- **Approvals:** Performance appraisals must be reviewed with the next level of management before a supervisor may discuss and review the performance appraisal with the employee.
- **Performance Appraisal Discussion:** Supervisors will hold a discussion with the employee regarding each performance appraisal. The discussion should be held at a prearranged time in a private location free from interruptions.
- **Employee Signature:** The employee will be asked to comment on the appraisal and acknowledge it by signing the form. He or she will then be given a copy of the signed appraisal. If the employee declines to sign the form, he or she should be encouraged to discuss any concerns and perhaps write a rebuttal. If the employee still declines to sign the appraisal, the supervisor should write, "Employee declined to sign at the bottom of the form," add his or her initials and the date, and give the employee a copy of the appraisal. The supervisor should then notify his or her manager of the situation.

14. PROMOTIONS

14.1. PURPOSE:

To support the basic organization-building process of promoting qualified employees to positions of greater responsibility and recognition.

14.2. SCOPE:

This policy applies to all positions.

14.3. POLICY:

When a position vacancy occurs, opportunities to promote from within may be explored consistent with the goal of filling positions with the most capable individual available.

Job postings and employee performance appraisals will provide the primary input to the internal selection process.

At times, external recruiting sources will be used simultaneously with the internal search.

Receipt of a promotion does not constitute a commitment for continued employment in a new position at MOCA for any specific time, nor is there a guarantee that an employee will be able to return to his or her former position if he or she is unsuccessful in the new job.

15. INSURANCE PROGRAMS

To summarize, group insurance and other insurance programs MOCA offers.

15.1. SCOPE:

This policy applies to full-time employees of MOCA.

15.2. POLICY:

MOCA provides a comprehensive group health program for full-time employees. MOCA also provides insurance programs as mandated by state and federal regulations.

Contact the Administrative Assistant for more information

- 15.2.1. Group insurance:** MOCA plans to offer a major medical group plan, Vision, Dental, AFLAC, and life insurance to full-time employees. MOCA plans to offer a premium up to a specified cap approved by MOCA's Board of Directors for Employees scheduled to work 30-40 hours per week. Employees will be required to pay any remaining premium if not covered by MOCA's Board of Directors specified cap each month through payroll deduction. The employee shall pay the full amount of coverage of any dependents, to include any Dental, Vision, supplemental Life insurance, and AFLAC. Employee dependent insurance payments are processed through payroll deduction, also.
- 15.2.2. Social Security:** All employees are covered by the Federal Social Security Act. A required percentage of an employee's salary is deducted to pay the employee's portion of this protection, and MOCA matches this deduction dollar for dollar. This plan was designed for an employee's future security and that of his or her dependents by providing retirement, disability, death survivor, and medical benefits.
- 15.2.3. Worker's Compensation:** MOCA carries insurance to cover the costs associated with a work incurred injury or illness. Benefits help pay for an employee's medical treatment and for part of the income lost while

recovering. Specific benefits are prescribed by law depending on the circumstances in each case. To be assured of maximum coverage, all work related accidents must be reported immediately to supervisors and the Administrative Assistant within 8 hours of the accident so MOCA can file a timely claim. If the accident occurs after 4:30 p.m., it must be reported by 8:15 a.m. the following workday. An employee may be tested for substances following any accidents or injuries.

15.2.4. The Federal Consolidated Omnibus Budget Reconciliation Act (“COBRA”): COBRA gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under MOCA’s health plan when a qualifying event would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, reduction in an employee’s hours or a leave of absence, employees divorce or legal separation, or a dependent child no longer meeting eligibility requirements. MOCA provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under MOCA’s health insurance plan. The notice contains important information about the employee’s rights and obligations.

15.2.5. HIPAA Special Enrollment Rights: When Special Enrollment Events such as the loss of other coverage, marriage, divorce, or birth or adoption of a child occur, employees have a Special Enrollment Right to enroll in the MOCA group health plan. Contact the Administrative Assistant at MOCA central office for more information.

16. RETIREMENT PLAN

16.1. SCOPE:

This policy applies to all employees of MOCA.

16.2. POLICY:

See Retirement Summary Plan Description Page 8.

17. CAFETERIA PLAN

17.1. SCOPE:

This policy applies to employees of MOCA.

17.2. POLICY:

If you have Dependent Health, AFLAC, Vision or Dental coverage taken from your paycheck, you may now elect to have this deducted from your gross paycheck before taxes are withheld.

18. VACATIONS:

18.1. PURPOSE:

To provide a traditional paid time benefit that will provide a restful break in year round routine and support MOCA's goals to attract and retain quality employees.

18.2. SCOPE:

This policy applies to eligible employees of MOCA. All full-time employees earn vacation leave.

18.3. POLICY:

The company encourages and requires each employee to take an annual vacation entitlement as paid time off away from work. MOCA does not provide vacation pay unless vacation time is actually taken as time off from work or upon separation.

18.4. ELIGIBILITY:

- 18.4.1.** An employee's entitlement to earn vacation is based on the employment anniversary date.
- 18.4.2.** Newly hired employees accrue vacation entitlement during the orientation period. However, vacation may not be taken during orientation, nor will it be paid if an employee separates prior to completion of the orientation period.
- 18.4.3.** All full-time employees, accrue their vacation entitlement, prorated according to the number of hours they work. Part-time, temporary, and emergency temp employees do not earn vacation leave.
- 18.4.4.** Vacation time is not earned during an unpaid leave of absence or sick leave that exceeds 30 calendar days. Earning resumes upon return to

active status. Upon return to active status, the employee may resume earning vacation entitlement.

- 18.4.5.** Unused vacation entitlement will be paid to employees upon separation, provided they have completed at least six months of continuous service, give 2 weeks' notice, return all agency property and equipment, and are in good standing. Pay will be computed based on the rate earned upon separation.
- 18.4.6.** The following schedule specifies the amount of vacation earned per week based on 40 hr. workweek.
- | | |
|--------------|------------------|
| 0-5 years | 2 hours per week |
| 5 years plus | 3 hours per week |
- 18.4.7.** No employee may carry an accrued balance of annual leave of more than 10 days (80 hours) from December 31 to January 1. All accrued leave in excess of 10 days will be reduced after January 1 of each year.
- 18.4.8.** Vacation leave can be taken in half-hour increments.
- 18.4.9.** For Head Start less than 52 week employees, due to the nature of the work and requirements of the program, all annual leave must be taken within the school year and on days regularly scheduled to work.
- 18.4.10.** Head Start less than 52-week employees may carry a balance of up to 8 hours of Annual Leave from summer layoff to recall of each year.

18.5. SCHEDULING:

- 18.5.1.** Vacations may be taken by separate weeks, days or 30-hour increments. Employees who work 52 weeks per year are strongly encouraged to take one vacation period of at least five consecutive days each year.
- 18.5.2.** Selection of vacation dates is subject to approval of the employee's supervisor. Preference in selection of dates will be granted based on length of employee service.

- 18.5.3.** If an agency paid holiday falls during an employee's vacation, the holiday will not be counted as vacation taken. The employee may extend the vacation by one day or take the vacation day later.
- 18.5.4.** Each supervisor will maintain a department schedule and record of the vacation time taken by each employee.
- 18.5.5.** Vacation periods must be scheduled and approved by the employee's supervisor before becoming effective.

18.6. PROCEDURE:

- 18.6.1.** Personnel will submit a Request for Leave to the supervisor. The supervisor will approve or deny.
- 18.6.2.** The supervisor will approve or deny and return one copy to the employee. The employee must attach the approved leave request to the time sheet for the pay period in which leave is taken.

19. HOLIDAYS

19.1. PURPOSE:

To provide a competitive paid time off benefit to recognize traditional holidays. Employees will be paid for their regularly scheduled work hours.

19.2. SCOPE:

This policy applies to full-time and part-time employees. Employees are eligible for holiday pay when the holiday falls on an employee's regularly scheduled workday.

19.3. POLICY:

Full-time and part-time employees are eligible for holiday pay. Eligible Employees are eligible for holiday pay when MOCA observed holiday falls on an employee's regularly scheduled workday.

- 19.3.1.** The following days are recognized as company paid holidays.
 - 1. New Year's Day

2. Martin Luther King Day
3. President's Day
4. Truman's Day
5. Memorial Day
6. Juneteenth Day
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Fourth Thursday of November (Thanksgiving Day)
11. Friday after Thanksgiving
12. Christmas Eve
13. Christmas Day

- 19.3.2.** Company paid holidays which fall on a Saturday will be observed on the preceding Friday. Paid holidays which fall on a Sunday will be observed on the following Monday.
- 19.3.3.** To be eligible for holiday pay, an employee must work the last regularly scheduled workday. Preceding the holiday and the first regularly scheduled workday following the holiday, unless the absence is approved by the supervisor. Eligible Employees are eligible for holiday pay when the holiday falls on a regularly scheduled workday.
- 19.3.4.** If a company paid holiday falls during an eligible employee's scheduled vacation, the holiday will not be counted as vacation taken. If work contingencies prohibit observation of a holiday on the stated day, a program director may authorize another day within the pay period for observation of the holiday.
- 19.3.5.** An eligible employee who is terminated, is on leave without pay, or is on layoff status will not receive holiday pay.
- 19.3.6.** A Holiday is a maximum of regularly scheduled hours, prorated according to the number of hours worked.

20. SICK LEAVE Board Approved 04/24/2025**20.1 PURPOSE:**

To provide income protection for all employees or their immediate family defined as spouse, children, parents, grandparents, grandchildren, brother, sister, in-law and step relationships of the same degree who, because of illness or accident, are temporarily disabled and absent from work for a limited period.

20.2 SCOPE:

This policy applies to all eligible employees.

20.3 POLICY:

- 20.3.1.** Amount of Benefit: During an absence from work caused by personal illness or accident, employees' wages or salaries will continue for the amount of time accrued in the employees' sick leave account. Sick Leave may not be used in advance of accrual.
- 20.3.2.** Sick Leave will accrue at 2 hours for every 40 hours worked.
- 20.3.3.** No employee may carry an accrued balance of sick leave of more than 30 days (240 Hours). MOCA will buy back sick leave accrual in excess of 30 days at 1 hour of pay for every 2 hours of sick leave in excess of 240 hours. Payment will be issued to the employee by the first scheduled paycheck in February.
- 20.3.4.** The number of sick leave days credited is not intended to establish a guideline for acceptable attendance. Sick leave is available only as a protection in the event of employee sickness or serious illness in the employee's family (as defined above), or for appointments.
- 20.3.5.** Eligibility: All employees are first eligible for the benefit upon employment.
- 20.3.6.** Separation: If an employee separates, no sick leave that has accrued will be paid.

NOTE: If an employee is injured on the job, sick leave may be combined with Workers' Compensation for up to three days. After three days, the employee will only receive Workers' Compensation benefits on a reported injury. During Workers'

Compensation leave, the employee is responsible for maintaining contact with the supervisor.

20.4. PROCEDURE:

20.4.1. Supervisors shall follow these guidelines in administering sick leave:

- **Minimum Unit:** Sick leave benefits can be taken in half-hour increments.
- **Maintenance of Contact:** During sick leave, an employee must maintain daily contact with the supervisor and Central Office (or may make other suitable arrangements, If agreed to in writing by the supervisor and Central Office) so that the supervisor knows the employee's estimated return date to work.
- **Physicians' Release Upon Return:** An employee on sick leave status for 3 or more consecutive days (3 consecutive days is defined as 3 full days of your regular work schedule) or an employee missing work due to an on-the-job injury must have a physicians' release before returning to work. Employees requesting more than 10 consecutive days of sick leave may be required to see our company physician and/or provide reasonable documentation, such as a doctor's note, to their supervisor and Central Office. An employee returning to work after an extended time off is required to provide a note from a physician granting clearance to return to work.
- **Termination of benefits:** If an employee's absence continues beyond the period covered by sick leave, an FMLA-eligible employee may continue the Family and Medical Leave Act of 1993 (FMLA) status without pay, depending on the circumstances. At the employers' option, unused vacation and sick leave be used concurrent with FMLA.
- A Request for Leave form must be submitted by the employee to Supervisor and Department Director with time sheet information for the benefit to be paid.
-
- **Employee Notice Requirements:** Employees requesting paid sick time must make a good faith effort to give notice to their supervisor and Central Office where the use of paid sick time is foreseeable. Where the need is not foreseeable, employees requesting paid sick time must make a good faith effort to give notice to their supervisor and Central Office as soon as practical.

21. OTHER TYPES OF LEAVE

21.1. PURPOSE:

To provide a means for employees to secure limited time off when such time is needed for bereavement, jury duty, voting, performing volunteer firefighter services,

21.2. SCOPE:

This policy applies to all eligible employees.

21.3. POLICY:

MOCA grants to employees paid time off for bereavement, jury duty, voting and other types of leave required by Missouri law as more fully set forth in this Section 21.

21.4. PROCEDURE:

- **Bereavement:**

In the event of death in an employee's immediate family, MOCA grants up to three regularly scheduled working days, with pay, to handle family affairs and attend the funeral. Immediate family is defined as: spouse, children, parents, grandparents, grandchildren, brothers, sisters, and in-laws, and step relationships of the same degree. MOCA grants one day to attend the funeral for other family members as defined: aunts, uncles, nieces, nephews, and step relationships of the same degree.

- **Jury Duty:**

Employees are entitled to respond to a jury summons without adverse action.

MOCA will not require or request that employees use annual, vacation, personal, or sick leave for time spent:

- Responding to a summons for jury duty.
- Participating in the jury selection process.
- Actually serving on a jury.

In order that employees may serve on a jury without loss of earnings, MOCA will pay an employee's normal earnings for the period of jury service. The employee must then sign over to MOCA all court payments received for jury service. Official verification is required, stating time served, and employees are expected to return to work that day if time allows. If jury duty extends beyond (3) weeks, employees will not receive pay for the remainder of the jury duty and will not be required to surrender their jury pay.

Employees must use vacation leave for personal court appearances that do not pertain to their employment with MOCA.

- **Time Off to Vote:**

MOCA complies with § 115.639 of the Revised Statutes of Missouri (“*RSMO.*”) and allows employees who lack sufficient time outside work hours to vote in local, state, and national elections.

Employees are eligible for this leave if:

- They are entitled to vote at any election held in Missouri,
- They requested leave before the day of the election, and
- The polls are **not** open for at least three successive hours in the employees off time.

- **Witness and Crime Victim Leave**

Each of the following terms has the following assigned meaning for purposes of this Section:

- A “**victim**” is a natural person who suffers direct or threatened physical, emotional or financial harm as the result of the commission or attempted commission of a crime. The term also includes the family members of a minor, incompetent, or homicide victim.
- A “**family member**” is a spouse, child, sibling, parent, grandparent, or legal guardian of a victim.
- A “**witness**” is any person who has been or is expected to be summoned to testify for the prosecution, whether or not any action or proceeding has yet been commenced.

Employees may take leave when they are both:

- A victim, witness, or family member of the victim of a crime.
- Taking leave to participate in a criminal proceeding by: Honoring a subpoena to testify; or attending the proceeding; or participating in preparation for the proceeding.

An employee who is a victim, witness, or family member of a crime victim may take time to participate in a criminal proceeding as provided above without either being discharged or disciplined by MOCA or using vacation time, personal time, or sick leave. Retaliation for an employee’s taking leave permitted under this policy is strictly prohibited.

If you are required to participate in a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must inform your supervisor as soon as possible

to make arrangements for a leave of absence. MOCA reserves the right to require employees to provide proof of the need to participate in criminal proceedings to the extent authorized by law.

You are expected to return to work if you are excused from the criminal proceedings during regular working hours or released from the criminal proceeding earlier than expected.

This policy does not extend leave to employees seeking leave because they have committed or are alleged to have committed a criminal act.

21.5. Missouri Volunteer Firefighter Job Protection Act

MOCA complies with the Missouri Volunteer Firefighter Job Protection Act, §§ 320.330 to 320.339 RSMO. An employee is eligible for leave if the employee is both:

- Absent from or late to work due to responding to an emergency before the time the employee was to report to work.
- A member of:
 - Volunteer firefighters;
 - Missouri-1 Disaster Medical Assistance Team;
 - Missouri Task Force One; ○ Urban Search and Rescue Team; or
 - FEMA.

A “**volunteer firefighter**” means any firefighter in the service of any fire department or fire protection district, including but not limited to any municipal, volunteer, rural, or subscription fire department or organization, or volunteer fire protection association, who receives no monetary compensation for his or her services.

MOCA may charge against the employee’s regular pay any employment time lost by an employee who is member of volunteer firefighter, Missouri-1 Disaster Medical Assistance Team, Missouri Task Force One, Urban Search and Rescue Team, or FEMA because of the employee’s response to an emergency in the course of performing his or her duties as a volunteer.

Notice Requirements

Membership Notice Requirement: In order to comply with program funding requirements relating to, among other things, in-person staff-child ratios, MOCA requires notice of any employee’s membership as a volunteer firefighter, Missouri-1 Disaster Medical Assistance Team, Missouri Task Force One, Urban Search and Rescue Team, or FEMA as follows:

- *Existing Employees:* Any existing employee who becomes a member of volunteer firefighters or any of the other groups referenced in this policy must inform his or her direct supervisor within 14 days of joining any such group.

- *New Employees:* Any new employee who is a member of volunteer firefighters or any of the other groups referenced in this policy must notify his or her direct supervisor of such membership at the start of the employee's new employment with MOCA.

Notice of Taking Leave under this Policy: An employee who is a volunteer firefighter or member of the other groups and who may be absent from or late to his or her employment in order to respond to an emergency in the course of performing his or her duties as a volunteer firefighter or the other groups must make a reasonable effort to notify his or her direct supervisor that he or she may be absent or late.

When an employee who is a volunteer firefighter or member of the other groups loses time from his or her employment in order to respond to an emergency in the course of performing his or her duties as a volunteer firefighter or member of one of the other groups, MOCA may request the employee to provide a written statement from the supervisor or acting supervisor of the volunteer fire department or the commander or supervisor of the other groups stating that the employee responded to an emergency and stating the time and date of the emergency.

21.6. PROCEDURE:

21.6.1. Eligible Employees will continue to be covered under all insured benefit plans while they are on paid personal time off.

21.6.2. Supervisors will record paid personal time off on the employee timesheet using the absence code 2D specifically.

21.6.3. Signed approved leave requests must be attached to the timesheet in order to be paid for the leave. Bereavement leave request forms must include the relationship of the deceased, and a copy of the obituary.

22. EMPLOYEE LEAVE OF ABSENCE WITHOUT PAY

22.1. PURPOSE:

To enable employees to receive extended time away from work to recover from medical disability, satisfy military service obligations or handle compelling personal business.

22.2. SCOPE:

This policy applies to eligible employees.

22.3. PROCEDURE:

22.3.1. Leaves of absence without pay may be granted to eligible employees to maintain continuity of service only in instances where **unusual or unavoidable circumstances** require prolonged absence. If leave without pay is unapproved from your Program

Director, you will be subjected to the disciplinary actions provided in this personnel policy.

22.3.2. No loss of service credit with MOCA will occur as a result of the leave of absence, but no benefit credit will accrue toward vacation and sick leave entitlement for the duration of the leave.

22.3.3. After 3 months, the employee will receive a COBRA notice and be responsible for paying the entire cost of his/her group health insurance coverage. Additionally, the employee will be responsible for the cost of his/her dependents insurance coverage, additional health, additional life, Dental, and AFLAC from the beginning of the leave.

- **Military Service Leave of Absence:** An employee who volunteers or is called to active military duty in a branch of the U.S. Armed Forces will be granted a leave of absence according to applicable state and federal law for the period of active duty.
- **Military Reserve Training:** An employee on active military reserve status may take up to two weeks of unpaid leave a year for military reserve training.

22.4. DEFINITION:

“Leave of absence” is defined as an excused absence without pay. An absence involving paid personal time off (*i.e.*, jury duty, time off to vote, or bereavement leave) is not considered a leave of absence, nor is workers’ comp extended problems.

22.5. PROCEDURE:**22.5.1. APPLICATION AND COMMENCEMENT:**

- Requests for leave of absence or an extension thereof must be submitted in writing to the Department Director two weeks prior to the possible commencement date, except when medical conditions make such a requirement impossible

- Extensions of leaves of absence are ordinarily not granted, but under critical circumstances, such as an extended medical disability, may be granted.

22.5.2. REINSTATEMENT:

- Upon return from a military service leave of absence, employees will be reinstated according to applicable law.

- Employees receiving leaves of up to 30 days will be reinstated in the same position without loss of service credit or benefit entitlement. Employees receiving leaves of 30 to 60 days will be reinstated without loss of service credit or benefit entitlement, in the first available job opening for which they are qualified in their same job grade. No such assurances can be given, however, to employees whose leaves of absence exceed 60 days.

- Employees on leave of absence must notify their supervisor at least two weeks prior to the end of leave to inform MOCA of availability for return to work, within the next two weeks.

- MOCA requires employees to have a physician's release or a physical examination to determine fitness for work prior to return from a leave of absence related to the employee's own health condition.

- Subject to all applicable law regarding employee military leave, an employee's failure to return from leave of absence, or failure to contact his or her Department Director or Executive Director within three days after the scheduled date of return, will be considered a voluntary resignation.

23. FAMILY AND MEDICAL LEAVE ACT ("FMLA")

23.1. ELIGIBLE EMPLOYEES

23.1.1. An "*eligible employee*" entitled to leave under the FMLA means:

- An employee who has been employed for a total of at least 12 months (not necessarily consecutive) by MOCA on the date on which any FMLA leave is to commence, except that MOCA need not consider any period of previous

employment that occurred more than seven years before the date on the most recent hiring of the employee, unless limited exceptions apply; and

- An employee who, on the date on which any FMLA leave is to commence, has met the hours of service requirement by having been employed for at least 1,250 hours of service with such employer during the previous 12-month period; and
- An employee who is employed at a work-site where the employer employs at least fifty (50) employees within a 75-mile radius.

23.2. QUALIFYING REASONS FOR LEAVE:

23.2.1. An eligible employee may take unpaid leave for the following reasons:

- The birth of the employee's child (leave must be concluded within one (1) year of the date of birth).
- The placement of a child with the employee for adoption, or foster care when foster placement is pursuant to State action (leave must be concluded within one (1) year of the date of placement).
- The care of the employee's child (including biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis, who is either under age 18, or age 18 or older and is incapable of self-care because of mental or physical disability), spouse or parent (including a person who stood in loco parentis to the employee when the employee was a child – but not parent "in-law"), who has a serious health condition.
- The serious health condition of the employee that makes the employee unable to perform the essential functions of the employee's position.
- Any qualifying exigency arising out of the fact the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

- The care for a covered service member with a serious injury or illness, if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

23.3. DEFINITIONS

- 23.3.1.** A “*serious health condition*” means an illness, injury, impairment, or physical or mental condition that involves the following:
- 23.3.2.** “*Inpatient care*” refers to inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care.
- 23.3.3.** “*Continuing treatment*” means continuing treatment by a health care provider, including the following:

Incapacity and Treatment: A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:

- Treatment two or more times, within 30 days of the first day of incapacity, by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under order of, or on referral by, a health care provider; or
- Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of a health care provider. The in-person treatment visit must take place within seven days of the first day of incapacity.
 - “*Pregnancy or prenatal care*” relates to any period of incapacity due to pregnancy, or for prenatal care (even if the absence does not last more than three days and the employee or family member does not receive treatment from a health care provider during the absence);

- **“Chronic conditions”** concern any period of incapacity or treatment for such incapacity due to a chronic serious health condition (even if the absence does not last more than three days and the employee or family member does not receive treatment from a health care provider during the absence). A chronic serious health condition is one which:
 - Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - Continues over an extended period of time (including recurring episodes of a single underlying condition);
 - May cause episodic rather than a continuing period of incapacity (*e.g.*, asthma, diabetes, epilepsy, etc.).

- **“Permanent or long-term conditions”** refer to a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

- **“Multiple Treatments”** mean any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or

for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

23.3.4. Exceptions: Unless complications develop, **a Serious Health Condition** does not include cosmetic treatments, such as most treatments for acne or plastic surgery, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontic problems, periodontal disease, etc. Treatment for substance abuse by a health care provider or on referral by a health care provider may be a serious health condition if the conditions of this policy are met. Absence due to use of the substance, rather than for treatment, does not qualify for FMLA leave.

- 23.3.5.** *“Treatment”* includes examinations to determine if a serious health condition exists and evaluations of the condition. *“Treatment”* does not include routine physical, eye, or dental examinations.
- 23.3.6.** *“Health care provider”* includes doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (for limited purposes), nurse practitioners, nurse-midwives, clinical social workers, so long as they are licensed (if required by state law) and are performing within the scope of their practice as defined under state law; Christian Science practitioners listed with the First Church of Christ, Scientist, Boston, Massachusetts; any health care provider from whom an employer or a group health plan's benefit manager will accept certification to substantiate a claim for benefits; a health care provider as defined above who practices in a country other than the United States and is licensed in accordance with the laws of that country.
- 23.3.7.** *“Regimen of continuing treatment”* means a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. A "regimen of continuing treatment" that includes the taking of over-the-counter medications such as aspirins, antihistamines, or salves, or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
- 23.3.8.** *“Qualifying Exigency”* is one of the following activities or conditions, occurring while the employee's spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves:

Short-notice deployment, notice is received seven days or less from date of deployment;

- Military events and related activities;
- Childcare and school activities, arranging for alternatives or changed circumstances;
- Financial and legal arrangements;
- Counseling;
- Rest and recuperation, during the period of deployment;
- Post-deployment activities; and
- Additional activities agreed upon by the employer and employee.

- 23.3.9.** “*Covered service members*” means any current member of the Armed Forces, including the National Guard or Reserves.

23.4. LENGTH OF LEAVE

- 23.4.1. General Rule:** An eligible employee is entitled to up to twelve (12) work weeks of unpaid leave within a twelve-month period without loss of seniority or benefits. When both parents are MOCA employees, they may have a combined total of 12 weeks of FMLA leave for purposes of childbirth, adoption, or foster placement. The employees will choose how the 12 weeks will be divided, if at all.

The amount of leave available to an employee at any given time will be calculated by using a rolling 12-month period measured backward from the date an employee uses any FMLA leave.

All leave taken under the policy and leave for any other reason that would qualify under FMLA (*e.g.*, worker's compensation leave that qualifies as a serious health condition) will be counted against the employee's leave entitlement under FMLA.

NOTE: When an employee is not required to report for work for one or more weeks (*e.g.*, instructional employees who do not report for work during Christmas/New Year holiday, or during the summer), such days will not count against the employee's FMLA leave.

- 23.4.2. Care of Covered Service members Leave:** An eligible employee is entitled to 26 workweeks of leave to care for a covered service member with a serious injury or illness during a single twelve-month period, which begins on the first day the eligible employee requests this type of FMLA leave. The employee may take leave to care for a covered service member and leave for one of the other FMLA-qualifying reasons;

However, in no event may an employee take more than 26 weeks of leave in a single twelve-month period.

23.5. COORDINATION WITH EXISTING LEAVE POLICIES

The Employee will be required to utilize all earned sick, personal, and vacation leave concurrently with FMLA leave. Leave beyond the employee's FMLA entitlement will be granted at the sole discretion of MOCA.

23.6. CERTIFICATION

MOCA shall retain the right to request a certification of the FMLA-qualifying need for leave from any employee making such a request. The procedure for providing such certification shall be as follows:

- 23.6.1. Serious Health Condition:** When an employee requests a leave of absence for an FMLA-qualifying reason, the employee must submit a written medical certification form. When the leave is for the employee's own serious health condition and MOCA provides a list of the employee's essential job functions, the employee's health care provider must certify that the employee is unable to perform an essential function of the employee's job.
- 23.6.2. Timing:** Upon receipt from MOCA, an employee has fifteen calendar days to return a complete and sufficient certification of the serious health condition. If the certification is incomplete or insufficient, MOCA shall state in writing the nature of the deficiency and grant the employee seven additional calendar days to provide MOCA with a complete and sufficient certification. Failure to provide such certification within the specified time period may result in denial or delay of leave.
- 23.6.3. Who May Contact Health Care Provider:** In the event MOCA determines an employee's certification remains either incomplete or insufficient, after the employee has been notified of any deficiencies and been granted time to correct such deficiencies. The MOCA Executive Director and Administrative Assistant will be authorized to contact the employee's health care provider.

NOTE: Under no circumstances will the employee's direct supervisor be permitted to contact the employee's health care provider to certify the employee's health condition. Should an employee deny MOCA the ability to communicate with the health care provider regarding an incomplete or insufficient certification, the employee will be denied FMLA leave.

- 23.6.4. Second/Third Opinion:** MOCA reserves the right to require an employee to receive a second (and possibly a third) opinion from another health care provider (at MOCA's expense) certifying the serious health condition of the employee or family member.
- 23.6.5. Fitness for Duty:** Before returning to work, an employee who is on leave for the employee's own serious health condition must submit to the Administrative Assistant a health care provider's written certification form that the employee is able to perform the essential functions of the employee's job. The process for verifying the employee's fitness to return to duty shall be the same as for the initial certification set out above. Failure to provide a complete and sufficient fitness for duty certification may result in the delay or denial of job restoration.
- 23.6.6. Recertification:** During the employee's leave, MOCA may periodically seek a recertification, no less than once every thirty days, unless the duration of the leave is known to be longer, in which case MOCA will not seek recertification until the end of the known duration of FMLA leave. The general rule has three exceptions, which permit MOCA to immediately seek a recertification from the employee. These exceptions include the following:
- (1) The employee requests a leave extension;
 - (2) The circumstances necessitating leave change; or
 - (3) MOCA received information disputing the validity of an earlier certification.
- 23.6.7. Intent to Return to Work:** MOCA may require an employee to periodically report on the employee's intent to return to work.
- 23.6.8. Family Relationship:** Employees requesting FMLA-qualifying leave related to a family member may be requested to provide reasonable documentation of the family relationship.
- 23.6.9. Qualifying Exigency:** MOCA may require an employee to provide it with a copy of the covered military member's active duty orders in support of a contingency operation, prior to permitting FMLA leave for a qualifying exigency. MOCA may also require the employee to certify,

with reference to appropriate facts, that the reason for taking FMLA leave is permissible as it is one of the eight enumerated basis for taking qualifying exigency leave, as stated above. The process for any such certification shall adhere to the procedure outlined for serious health conditions, listed above.

23.6.10. Care for Covered Service members: MOCA may require certification completed by the covered service member's health care provider prior to permitting an employee to use FMLA for the care of a covered service member. In addition to certifying the authenticity of the covered service member's serious injury or illness, any certification must also identify the injury or illness as occurring in the line of duty while on active duty. The process for any such certification shall adhere to the procedure outlined for serious health conditions, listed above.

23.6.11. Possibility of Waiver of Certification: MOCA, at its sole discretion, may waive the certification requirements set forth in this Regulation, as the circumstances of each FMLA-leave request may permit. Under no circumstances shall MOCA's exercise of its discretion be interpreted or construed as a permanent waiver of the certification requirements, but such requirements shall remain in full force and effect unless and until MOCA specifically modifies or eliminates this Regulation.

23.7. INTERMITTENT OR REDUCED LEAVE

23.7.1. Birth or Placement: Leave taken under this policy for the birth of a child, the placement of a child for adoption or foster care, or to care for such child may be taken on an intermittent or reduced work schedule only with the approval of the Executive Director.

23.7.2. Employees Own Health Condition: FMLA leave, other than birth or placement of a child, may be taken on an intermittent or reduced-schedule basis when medically necessary. If an employee seeks leave on an intermittent or reduced-schedule basis, the employee must submit medical certification, as discussed above, and additional certification from a health care provider, that the intermittent or reduced-schedule leave is medically necessary.

23.7.3. MOCA may require an employee taking intermittent or reduced-schedule leave to transfer temporarily to an alternative available position for which the employee is qualified or may modify the

employee's current position to better accommodate the employee's recurring periods of leave.

- 23.7.4.** Whenever the need for the FMLA leave is reasonably foreseeable, the employee must make a reasonable effort to schedule the treatment so that it is not unduly disruptive to MOCA operations.

23.8. INSURANCE PREMIUMS

During an employee's family or medical leave of absence, MOCA will continue to provide health and life insurance coverage for employees who are eligible for insurance benefits.

Voluntary deductions (employee supplemental insurance – AFLAC, dental or dependent and health insurance/premium/copay) must be paid in full each month by the employee and received by the fifth (5th) day of the month. Payments are to be submitted to the MOCA central office.

Failure to make payments in a timely manner while on FMLA leave may result in the loss of any and all insurance coverage offered by MOCA to its employees. Employees should contact MOCA's Finance Director responsible for coordinating insurance benefits regarding specific arrangements for making the required payments.

23.9. JOB RESTORATION

Upon return from FMLA-qualifying leave in accordance with this Regulation, the employee will be returned to the same or an equivalent position with no loss in benefits that accrued prior to the leave of absence. An employee who does not return to work at the end of an authorized leave may be subject to termination.

If an employee fails to return to work after the termination of the leave period, MOCA may recover health insurance premiums paid under the group plan during the leave period, except in certain circumstances (*e.g.*, continuing serious health condition of employee or family member needing care, or other circumstances beyond control of employee). MOCA may recover any other insurance premiums (*e.g.*, premiums for supplemental insurance, AFLAC, dental or for dependent health coverage), submitted on behalf of the employee, for which MOCA has not been reimbursed, either upon the employee's return to work or the employee's failure to return after unpaid family or medical leave has ended.

23.10. NOTIFICATION PROCEDURE

MOCA shall provide its employees with notice of their rights and responsibilities under the FMLA through use of the following Notices:

- **General Notice:** A poster summarizing the FMLA entitlements shall be placed in an area accessible for employees and shall also be provided to each employee in the employee handbook.
- **Eligibility Notice:** This Notice shall state whether the employee qualifies to take FMLA leave.
- **Rights and Responsibilities Notice:** This Notice, issued in conjunction with the Eligibility Notice, will specify if a certification will be required from the employee, identify if paid leave will run together with the FMLA leave, address the procedure for making health insurance payments, the consequences of failing to make timely payments, and the employee's liability for repayment of health insurance premiums if the employee fails to return to work at the expiration of their FMLA leave. Finally, this Notice will explain the employee's right to return to the same or an equivalent job at the expiration of their FMLA leave. Both the Eligibility and Rights and Responsibilities Notices will be provided to all employees within five business days of when MOCA becomes aware of a potential FMLA situation.
- **Designation Notice:** Within five business days of MOCA's receipt of sufficient information from the employee to make a determination, MOCA shall provide the employee with the Designation Notice, which shall inform the employee if the leave shall be designated as FMLA leave. This Notice will designate the amount of leave counted against the employee's entitlement, specify if the FMLA leave will run concurrently with any accrued paid leave, and notify the employee if a fitness-for-duty exam will be required prior to returning to work.
- **Employee Notification Requirements:** Absent unusual circumstances, all employees seeking FMLA leave must follow MOCA's customary call-in procedure for reporting absences. An employee who can reasonably foresee the need to take FMLA leave is required to notify MOCA of the date of commencement and the expected duration of the leave at least thirty days in advance of the leave, or if the need for the leave is not foreseeable, as soon as practicable. When the need for leave is foreseeable, an employee's failure to provide thirty days' notice prior to taking leave may result in denial or delay of leave. An employee requesting leave under this policy should submit a completed leave request form. An employee's failure to follow MOCA's call-in procedure is grounds for the delay or denial of the employee's FMLA leave request.

23.11. ADDITIONAL FMLA INFORMATION

The foregoing regulation represents compliance with the provisions of the Family and Medical Leave Act of 1993 and its revised regulations. Any employee desiring additional information or explanation of the rules and regulations of the Act, should review MOCA's General Notice Poster or arrange a conference with the Administrative Assistant.

24. GENERAL EMPLOYEE CONDUCT / CONFLICT OF INTEREST

All employees applying or receiving services from any MOCA program shall promptly fully disclose and notify their Department Director in writing of any circumstance that may arise and that may create a Conflict of Interest or an appearance of a Conflict of Interest.

Failure to notify your Department Director in Writing of a Conflict or Appearance of a Conflict may result in disciplinary action. An employee is expected to conduct himself/herself at all times in a manner befitting his/her status as an employee of MOCA.

An employee shall refrain from any action and avoid any kind of public pronouncement, which reflects adversely upon MOCA. Employees will be informed of a behavior expected of them and the rules, regulations, policies, procedures, and practices in place.

Employees will also be informed of the disciplinary action that will be taken if they violate any of the rules, regulations, policies, procedures, and practices in place. Please see appendices for program rules.

24.1. CONFIDENTIALITY OF CORPORATE INFORMATION:

It is the policy of this Corporation to keep all client information (person, official business and documentation) confidential even after termination. For the purpose of assisting a client with receipt of service, or meeting their goals, information may be released when clearly in the client's best interest, if the client has signed a release of information or is otherwise required by law. Any employee who violates this policy is subject to immediate dismissal. Release of information shall be in compliance with all applicable statutes and regulations.

24.2. OFFICIAL CONTACTS WITH OUTSIDE ORGANIZATIONS:

An employee may not speak or write to outside organizations such as the media, clubs, and outside agencies as an official spokesman of agency without prior clearance by the Executive Director or Department Director. The Executive Director shall establish written administrative instructions for staff with regard to routine contacts with the news media and outside public relations contacts.

24.3. GRATUITIES:

Employees of MOCA are prohibited from accepting gifts, or monetary value, monies and gratuities from person(s) receiving benefits or services from MOCA or from persons performing services under contract to MOCA or otherwise in a position to benefit from the employee's action. Employees should exercise sensitivity to the person's need to share of themselves and discretion regarding the financial position of the person, the appearance of favoritism, and the appearance that gifts are expected.

24.4. WORK AREAS:

Employees are responsible for maintaining their work areas in an orderly manner. MOCA is not responsible for personal property of the employees while at company locations. Employee personal property may not be covered under MOCA's insurance policy and because of limitations on personal homeowner policies, coverage may be excluded as well. Employee personal property that are sexually suggestive, offensive, or demeaning to specific individuals or groups along with firearms or other weapons are prohibited. All employee personal property brought onto MOCA premises may be inspected with the purpose of enforcing MOCA's organizational policies.

SECONDARY EMPLOYMENT and/or Non MOCA sponsored training:

Employees will not accept employment/training outside MOCA that will conflict with their job responsibilities. Employees who wish to accept secondary employment/training must submit a request to their Program Director in writing.

25. CORRECTIVE ACTION**25.1. PURPOSE:**

To set forth general supervisory guidelines for a corrective action process aimed to document and correct undesirable behavior.

25.2. SCOPE:

This policy applies to departments, supervisors and employees in all locations.

25.3. POLICY:

MOCA seeks to establish and maintain standards of employee conduct and supervisory practices, which will, in the interest of MOCA and its employees, support and promote effective business operations. Such supervisory practices include administering corrective action when employee conduct or performance problems arise. Major elements of this policy generally include:

- Constructive effort by the supervisor to help employees achieve fully satisfactory standards of conduct and job performance.
- Correcting employee shortcomings and negative behaviors to the extent required.
- Notice to employee through communicating this policy that discharge will result from continued or gross violation of employee standards of conduct or unsatisfactory job performance.
- Written documentation of disciplinary warning given and corrective measures taken.
- Documentation of corrective action will become part of the employee's personnel record.

26. DISCIPLINE EXAMPLES

26.1. DEFINITIONS:

- 26.1.1.** The term “*minor infraction*” refers to an incident that does not cause harm to a child or coworker and is unintentional and a first occurrence.
- The term “*moderate infraction*” refers to an incident that does not cause harm to any child or co-worker and is intentional and/or a reoccurrence of an incident or a similar incident.

The term “*severe infraction*” refers to an incident that causes harm to a child or coworker, or is of a serious nature and is intentional and/or a reoccurrence of an incident or a similar incident.

26.1.2 TABLE OF POTENTIAL DISCIPLINE:

Violation of:	Minor Infraction	Moderate Infraction	Severe Infraction
Section (1) (i)	Verbal reprimand Or Written reprimand	Written Reprimand Or Suspension*	Suspension * Or Dismissal*
Section (1) (ii)	Verbal reprimand Or Written reprimand	Written Reprimand Or Suspension*	Suspension * Or Dismissal*
Section (1) (iii)	Written reprimand Or Suspension*	Suspension* Or Dismissal*	Dismissal*
Section (1) (iv)	Verbal reprimand Or Written reprimand	Written Reprimand Or Suspension*	Suspension * Or Dismissal*
Section (2)	Dismissal*		

* Requires the approval of the Executive Director and Program Director.

27. OPTIONS FOR CORRECTIVE ACTION

27.1. PURPOSE:

To set forth general supervisory guidelines for a corrective action process aimed at documenting and remedying conduct that violates MOCA’s personnel policies.

27.2. SCOPE:

This policy applies to departments, supervisors, and employees in all locations.

27.3. POLICY:

MOCA seeks to establish and maintain standards of employee conduct and supervisory practices, which will, in the interest of MOCA and its employees, support and promote effective business operations. Such supervisory practices include administering corrective action when employee conduct or performance problems arise. Major elements of this policy generally include:

- Constructive effort by the supervisor to help employees achieve fully satisfactory standards of conduct and job performance.
- Correcting employee shortcomings and negative behaviors to the extent required.
- Notice to employee through communicating this policy that discharge will result from continued or gross violation of employee standards of conduct or unsatisfactory job performance
- Written documentation of disciplinary warning given and corrective measures taken.
- Documentation of corrective action will become part of the employee's personnel record.

27.4. EHS/HS CHAIN OF COMMAND FLOWCHART

See [Appendix B](#).

27.5. OPTIONS FOR CORRECTIVE ACTION

Depending on the facts and circumstances involved in each situation, management may choose to begin corrective action at any step up to and including immediate discharge. However, in most cases, the following should be followed:

- **ORAL WARNING:** For infractions MOCA deems to be minor, the employee should at a minimum be issued an oral warning. If the situation does not improve within a reasonable time (not longer than four months, depending on the seriousness of the issue), the supervisor may repeat the measure, or implement a more severe option. Oral warnings may be documented in writing at the supervisor's discretion.
- **WRITTEN WARNING NOTICE:** For repeated or numerous minor infractions, or a more substantial infraction, the employee should at a minimum be issued a Corrective Action Notice (copy following). The Executive Director must approve the written warning prior to it being given to the employee. If the situation does not improve within a reasonable time (not longer than four months, depending on the seriousness of the issue), the supervisor may repeat the measure or take steps to discharge the employee. The Corrective Action

Notice should be Prepared following a corrective action discussion with the employee. The employee will be given an opportunity to comment in writing and should be asked to sign the notice, acknowledging receipt. Three copies of the notice will be distributed as follows: ○ (1) Employee; ○ (2) Supervisor; ○ (3) Personnel file.

- **SUSPENSION:** If events compel a supervisor to take immediate action when discharge appears possible, the Executive Director may suspend the employee for a specified period, pending an investigation. The employee will be required to leave the premises immediately. The suspension/investigation period will last no longer than ten working days, except in highly unusual circumstances. The suspension may be with or without pay at the discretion of the Program Director and Executive Director. The objective of this suspension will be to determine if discharge is the proper decision. Responsibility for managing the investigation will be that of the Executive Director. If the investigation determines the corrective action to be unsubstantiated the employee will be reinstated immediately.

- **TERMINATION:** For infractions management deems to be sufficiently serious, or continued failure to respond appropriately to prior corrective action, discharge is appropriate. The approval of the Executive Director must be obtained prior to the discharge of an employee under any circumstances. MOCA is an At Will Employer, and can terminate employment and compensation at any time, with or without cause, and with or without prior notice. Head Start employees may be terminated without Policy Council Approval, however it is expected the Policy Council Board will be regularly apprised.

28. MOCA: HEAD START AND EARLY HEAD START

28.1. PURPOSE:

To ensure that there is a clear process of correction for employee performance. This policy will help to ensure that employees have ample opportunities to achieve adequate comprehension of position expectations.

This policy will clarify the process for corrective action for MOCA Head Start employees in accordance with the MOCA personnel manual, Corrective Action.

28.2. SCOPE:

This section applies to all MOCA Head Start employees.

28.3. AUTHORITY:

1302.31. Head Start Program Performance Standards: A program must also support implementation of such environment with integration of regular and ongoing supervision and a system of individualized and ongoing professional development, as appropriate.

28.4. PROCEDURE:

The following process will be followed when staff are not completing tasks as expected.

28.4.1. MINOR INFRACTION

When a minor infraction occurs, potential discipline includes:

- Verbal reprimand through a conversation with the employee.
 - As described in the personnel manual, options for corrective action include: Oral warning
- Written documentation of the verbal reprimand will be completed to include at a minimum, the following:
 - A description of the infraction
 - A description of the conversation with applicable responses from the employee
 - A description of the guidance given to guide the employee to achieve satisfactory standards of the conduct of job performance
- Once completed and signed by both a supervisor or management staff (defined as teacher, teacher/director, area/site supervisor, component specialist, program director) and the staff member, this is turned into the program director, who will then place it in the employee personnel file at central office.
- If a second instance of the same concern/infraction occurs within 4 months, it will be considered a moderate infraction. If it has been over 4 months since the last minor infraction, a verbal warning should be given again.

28.4.2. MODERATE INFRACTION

When a Moderate infraction occurs, potential discipline includes:

- **First incidence** results in a **verbal reprimand** with written documentation of the verbal reprimand will be completed including at a minimum the following
 - A description of the infraction
 - A description of the conversation with applicable responses from the employee
 - A description of the guidance given to guide the employee to achieve satisfactory standards of the conduct of job performance

Once completed and signed by both a supervisor or management staff (defined as teacher, teacher/director, area/site supervisor, component specialist, program director) and the staff member, this is turned into the program director, who will then place it in the employee personnel file at central office.

- **Second Incidence** results in a **written reprimand (communicator)**
 - For repeated or numerous minor infractions, or a more substantial infraction, the employee should at a minimum be issued a Corrective Action Notice. The Executive Director must approve the written warning prior to it being given to the employee.
 - The written reprimand must be prepared following a corrective action discussion with the employee (per employee annual) and include:
 - A detailed account of the infraction,
 - Detailed information on the plan associated with the previous verbal warning, support given, etc. (if applicable), and
 - Employee's written comments (if they choose to write comments).
 - Once completed and signed by both a supervisor or management staff (defined as teacher, teacher/director, area/site supervisor, component specialist, program director) and the staff member, this is turned into the program director.
 - If the situation does not improve within a reasonable time (not longer than four months, depending on the seriousness of the issue), the supervisor may repeat the measure or take steps to discharge the employee. (Severe Infraction)

28.4.3. SEVERE INFRACTION

When a Severe Infraction occurs, the potential discipline includes:

- Suspension
 - If events compel a supervisor to take immediate action by contacting the program director, who will then contact the Executive Director
 - When discharge appears possible, the Executive Director may suspend the employee for a specified period, pending an investigation.
 - The employee will be required to leave the premises immediately. ○ The suspension/investigation period will last no longer than ten working days, except in highly unusual circumstances.
 - The suspension may be with or without pay at the discretion of the Program Director and Executive Director. ○ The objective of this suspension will be to determine if discharge is the proper decision.
 - Responsibility for managing the investigation will be that of the Executive Director.
 - If the investigation determines the corrective action to be unsubstantiated the employee will be reinstated immediately

28.4.4. SERIOUS INFRACTION

When a serious infraction occurs, the potential discipline includes:

- **TERMINATION:** For infractions management deems to be sufficiently serious, or continued failure to respond appropriately to prior corrective action, discharge is appropriate

The approval of the Executive Director must be obtained prior to the discharge of an employee under any circumstances.

MOCA is an At-Will Employer. Thus, MOCA may terminate employment and compensation at any time, with or without cause, and with or without prior notice.

Head Start employees may be terminated without Policy Council Approval, however it is expected the Policy Council Board will be regularly apprised.

29. FRAUD AND ABUSE PREVENTION

29.1. SCOPE:

This policy applies to any fraud, or suspected fraud, involving employees as well as consultants, vendors, contractors, outside agencies doing business with MOCA employees, and/or any other parties with a business relationship with MOCA. Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to MOCA. This policy applies to all locations.

29.2. POLICY:

It is the policy of MOCA's Board of Directors that this agency be operated with the highest standards of ethics. It is expected that all employees, board members and participants conduct themselves in a manner exhibiting the highest ethical standard.

The Board of Directors has established a number of policies and procedures to support this standard. The Board has adopted policies covering Financial Procedures, Equal Employment Opportunity, Personnel, Procurement, Property, and Purchasing. Quality Control procedures have been established to assure program quality. An independent audit is conducted annually to assure that sound practices are being followed. Also, a fidelity bond has been secured to safeguard MOCA's assets. A Code of Conduct has been established to guide board and staff conduct. Program monitoring from outside sources is encouraged.

The Fraud Committee is responsible for the detection and prevention of fraud, misappropriations, and other inappropriate conduct. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. The Fraud Committee consists of three Board Members (Treasurer, Chair & one member) one Policy Council Member, Executive Director and Senior Management Staff. The one board member will be appointed by the Board of Directors and Treasurer will chair the Fraud Committee. Each member of the committee will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

Any fraud that is detected or suspected must be reported immediately to the Fraud Committee Chairperson, who coordinates all investigations with the affected areas, both internal and external.

29.3. PROCEDURES:

29.3.1. These procedures are established to be followed in cases where compliance with the standards of conduct is in doubt. Responsibility and action are required by board members, the Executive Director, and other staff.

29.3.2. It is the responsibility of the Executive Director to enforce the procedures that guard against fraud and abuse. He/she will be responsible for preventing fraud and abuse, investigating allegations of fraud and/or abuse, remedying the effects of such acts and enacting proper disciplinary actions.

29.3.3. It is the responsibility of each employee of MOCA to report immediately to his/her supervisor, who in turn shall report immediately to the Executive Director, any instances of irregular business or financial practices.

29.3.4. Where the Executive Director is alleged to have committed fraud or abuse, the allegation along with whatever substantiating information exists, may be referred to the Chair of the Board or to the funding source for investigation and resolution.

29.4. INVESTIGATIVE PROCEDURE:

29.4.1. The Fraud Committee has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. If the investigation substantiates that fraudulent activities have occurred, the Fraud Committee Chairperson will issue reports to appropriate designated personnel and, if appropriate, to the Board of Directors through the Fraud Committee.

29.4.2. Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and senior management, as will final decisions on disposition of the case.

29.5. ENFORCEMENT:

29.5.1. The commission of acts of fraud or abuse is a serious matter and subject to disciplinary action. All disciplinary action involving a staff member shall be in accordance with the normal personnel policies of MOCA. In the event of a case of substantial fraud or abuse, the employee may be discharged without prior disciplinary action. Also, where the employee has engaged in acts of fraud or abuse over a period of time, the employee may be discharged as the first step in a disciplinary action.

29.5.2. Disciplinary action involving a board member shall be in accordance with MOCA's bylaws.

29.5.3. Since fraud is a serious matter, individuals charged through the judicial system with fraud shall be placed on leave without pay. This determination shall be made by the Executive Director based upon the facts of the situation.

29.5.4. While abuse is not the same degree as fraud, it too is a serious matter. Depending upon the seriousness of the charge and previous conduct, cases of abuse can be grounds for dismissal.

29.6. DEFINITIONS:

29.6.1. *“Fraud”* means the obtaining of something of value unlawfully through willful misrepresentation.

29.6.2. *“Abuse”* means improper action that may result in obtaining something of value, but not representing a substantial violation of MOCA’s rules designed to protect the assets of MOCA and the programs it administers.

29.7. EXAMPLES:

29.7.1. The terms *“defalcation,” “misappropriation,”* and *“other fiscal wrongdoings”* refer to, but are not limited to:

- Any dishonest or fraudulent act or knowledge of fraudulent acts by others.
- Forgery or alteration of any document or account belonging to MOCA.
- Forgery or alteration of a check, bank draft, or any other financial document.
- Misappropriation of funds, securities, supplies, or other assets.
- Impropriety in the handling or reporting of money or financial transactions.
- Disclosing confidential and proprietary information to outside parties.
- Accepting or seeking anything of material value from contractors, vendors or persons providing services/materials to MOCA. Exception: Gifts less than \$50 in value.
- Destruction, removal or inappropriate use of records, furniture, fixtures and equipment.
- Any similar or related inappropriate conduct; and/or, ▪ The appearance of impropriety.

29.8. OTHER INAPPROPRIATE CONDUCT

- 29.8.1.** Suspected improprieties concerning an employee's moral, or behavioral conduct, should be resolved by departmental management and/or Human Resources rather than the Fraud Committee.
- 29.8.2.** Any suspected improprieties should be reported immediately to your supervisor or their supervisor or Program Director or Executive Director or the Fraud Committee Chairperson. Failure to report may result in termination. If there is any question as to whether an action constitutes fraud, contact Fraud Committee Chairperson for guidance.

29.9. CONFIDENTIALITY:

- 29.9.1.** The Fraud Committee treats all information received confidentially. Any employee who suspects dishonest or fraudulent activity will notify their supervisor, Program Director, Executive Director or the Fraud Committee Chairperson immediately. The employee should not attempt to personally conduct investigations or interviews/ interrogations related to any suspected fraudulent act.
- 29.9.2.** Investigation results will be disclosed to or discussed with appropriate authorities.

30. WHISTLEBLOWER POLICY

30.1. SCOPE:

MOCA requires Board members, Directors, Officers, and all employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of MOCA, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations and funding source documents.

30.2. DEFINITIONS:

For purposes of this Whistleblower Policy, the following terms have their assigned meanings:

- 30.2.1.** A "***whistleblower***" is a Board member, director, officer, or an employee of MOCA who reports an activity that he/she reasonably believes to be illegal or fraudulent to one or more of the parties specified in this policy. The Whistleblower is not responsible for investigating the

activity or for determining fault or corrective measure; the management officials designated below, shall be charged with these responsibilities.

30.2.2. A “*violation*,” as defined by this Whistleblower Policy, is any action in contravention of any applicable Federal and state laws and regulations, funding source documents, or any other Agency Policy.

30.2.3. “*Fraud*” is the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury.

30.3. POLICY:

30.3.1. Reporting Responsibility

It is the responsibility of all Board members, directors, officers and employees to comply with this Whistleblower Policy and to report Violations or suspected Violations, in accordance with the terms set forth in this Whistleblower Policy.

30.3.2. No Retaliation

No Board member, director, officer, or employee who, in good faith, reports a Violation shall suffer harassment, retaliation or adverse employment action, as a consequence. Any Board member, director, officer or employee who retaliates against someone who has reported a Violation in good faith is subject to disciplinary action up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable Board members, directors, officers and employees and others to raise serious concerns within MOCA, prior to seeking resolution outside of MOCA.

30.4. PROCEDURES

30.4.1. Reporting Violations

This Whistleblower Policy addresses MOCA’s open door policy and suggests that Board members, directors, officers or employees share their questions, concerns, suggestions or complaints with the party properly designated to address them.

Any Board member, director, officer or employee who suspects that a Violation has occurred shall immediately notify the Administrative Assistant/Equal Opportunity Officer or to the Chair of the Equal Opportunity Committee of the MOCA Board of Directors. Additionally, any fraud that is

detected or suspected must be reported immediately to the Fraud Committee Chairperson, who coordinates all investigations with the affected areas, both internal and external. The Fraud Committee is responsible for the detection and prevention of fraud, misappropriations, and other inappropriate conduct. The Fraud Committee consists of three Board Members (Treasurer, Chair & one Board member) one Policy Council Member, Executive Director and Senior Management Staff. The one Board member will be appointed by the Board of Directors. The Treasurer shall chair the Fraud Committee. Each member of the committee shall be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

30.5. Accounting and Auditing Matters

The Finance/Audit Committee of the Board of Directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Executive Director shall immediately notify the committee of any such complaint and work with the committee until the matter is resolved.

30.6. Acting in Good Faith

Anyone filing a complaint concerning a Violation or suspected Violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates that a Violation has occurred. Anyone making allegations that prove to be unsubstantiated and which prove to have been made maliciously or knowingly to be false shall face disciplinary action up to and including termination.

30.7. Confidentiality

The Fraud Committee treats all information received confidentially. Any Board members, directors, officers or employees, who suspects that a Violation has occurred will notify their supervisor, Program Director, Executive Director or the Fraud Committee Chairperson immediately. Board members, directors, officers or employees should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act.

Investigation results will be disclosed to or discussed with appropriate authorities.

31. POLITICAL ACTIVITY

Political Partisanship; Employment shall not be offered as a consideration or reward for political support of any political party or candidate for political office; nor may any person, as an employee, engage in partisan political activity as prohibited by Chapter 15 of Title 5 of the United States Code.

31.1. AGENCY:

Non-Political Financial Standard. MOCA:

- Must administer funds in a politically non-partisan manner.
- Must avoid actions that could reasonably be construed as favoring one political party over another or influencing the outcome of any election for public or party office.
- Must not use program funds, services or personnel in a manner that results in the identification of the program with any partisan political activity or with any non-partisan political activity designed to further the election or defeat of a candidate for public or party office.
- Must not use program funds, services, or personnel in connection with voter registration activity or with transporting voters or potential voters to the polls.
- Must deal with questions on their merit and not in terms of political or candidate support.
- Must not deduct contributions to political activities from employee's paychecks, without employee permission.
- Must adopt rules designed to assure that its programs and the programs of its delegate agencies are conducted in a manner, which is free from any taint of political bias.
- Must not conduct or sponsor candidates meetings.

31.2. EMPLOYEES:

Permissible Activities. Employees while off duty may:

- Be a non-partisan candidate for public office,
- Be a candidate for political party office,
- Solicit or handle political contributions and solicit the sale of or sell fund raising tickets except from other employees covered by the regulation or other person(s) associated with or receiving substantial benefits from a Corporate funding source,
- Organize and/or serve as an officer of a political club or organization,
- Organize and/or conduct a political meeting or rally,
- Manage or take part in the management, or conduct a political campaign,
- Engage in any legal activity at the polls in any election,
- Write, publish, distribute or circulate political campaign literature or petitions including nominating petitions,
- Participate in voter registration so long as identification with corporation funding sources is avoided.

32. SUBSTANCE ABUSE**32.1. POLICY:**

It is the policy of the Missouri Ozarks Community Action, Incorporated's (MOCA) Board of Directors to maintain a drug (including marijuana "THC") and alcohol free work environment. The public trust afforded MOCA by its communities, funding sources, and program participants, dictates that the illegal manufacture, distribution, dispensing, possession or use of controlled substances by MOCA employees, whether on or off the job, cannot and will not be tolerated. ([See Appendix C](#))

We value our employees and recognize each person's need for a safe and healthy work environment. Employees who use illegal drugs and/or abuse alcohol, marijuana "THC," or prescription drugs tend to be less productive, less reliable, more prone to accidents, and more prone to greater absenteeism, resulting in the potential for increased accidents, costs, and risks to MOCA.

WE ARE COMMITTED TO MAINTAINING A SAFE WORKPLACE FOR
OUR EMPLOYEES AND CLIENTS THAT IS FREE FROM ILLEGAL DRUG USE
AND THE MISUSE OF ALCOHOL OR PRESCRIPTION DRUGS.

The violation of this policy or regulations and laws may result in severe disciplinary action, up to and including termination, at our sole discretion.

32.2. PROHIBITIONS ON USE OF SUBSTANCES:

The use, abuse, presence in the body, reporting to work under the influence, bringing onto MOCA property, possession, transfer, concealment, transportation, or sale of the following substances or products by employees is strictly prohibited on MOCA premises or while on MOCA business:

- A. Alcohol, illegal drugs, marijuana "THC," unauthorized controlled substances, inhalants of abuse, designer and synthetic drugs (including the presence of any detectable amount in the employee while working), as well as the paraphernalia associated with the use of any of these substances.
- B. Prescription Drugs (legally controlled substances) will only be tolerated if the following conditions apply:
 - The use of drugs/medicine prescribed by a licensed physician for the individual employee is permitted only if it does not affect work performance. However, MOCA at all times reserves the right to have the issuing physician, or at its discretion, another physician, confirm if use of a prescription drug or medication by an employee will produce effects which may increase the risk of injury to the employee or others. If such a finding is made, MOCA reserves the right to limit or suspend as the law may permit the work activity of the employee during the period that the physician advises

that the employee's ability to perform his/her job safely may be adversely affected by the consumption of such medication.

- Any employee who has been informed that prescription medication could cause adverse side effects while working, or where medication indicates such warning, must inform his or her supervisor prior to using such substances on the job.
- Under law, any medications must be in the original container and must be in the employee's name with the doctor's name and prescription number on the label.

32.3. DEFINITIONS:

Products or substances listed in section 32.2 are often referred to in this Policy as "**drugs or substances**" Where such terms are used, they have the meaning attached to them in Paragraphs A and/or B of this section.

"**Alcohol**" shall consist of any beverage that may be legally sold and consumed that has alcohol content in excess of three percent (3%) by volume. Alcohol shall also be included in the definition of drugs or substances.

32.4. TESTING PROGRAMS:

The company reserves the right, in certain circumstances and in its sole discretion, to require employees to submit to substance abuse testing as a condition of continued employment. ([See Appendix C](#)).

32.4.1. GENERAL TESTING GUIDELINES

Testing by urinalysis, blood alcohol analysis, or other recognized means for determining the presence of drugs or alcohol in the system will be used to aid management in the maintenance of a drug and alcohol-free work environment.

Substance abuse testing will be performed with concern for each employee's privacy and dignity.

The results of such tests will be treated with confidentiality to the extent allowed by law; however, MOCA will release the results of a positive drug test to its insurer in the event of a work related injury, and also reserves the right to involve law enforcement if the employee is found to be under the influence of illegal drugs.

Cooperation in the obtaining of testing samples is required of all employees as a condition of continued employment. A refusal to submit a specimen will be grounds for discharge.

Substance abuse testing will be conducted by MOCA or MOCA contracted laboratory to ensure proper specimen collection procedures are followed and that laboratory data will have the greatest accuracy possible.

Refusal to submit to a drug/alcohol test would be in violation of MOCA policy and could be perceived as a positive result; therefore, the employee would be relieved of all duties immediately.

32.4.2. WHEN TESTING MAY OCCUR

- **Pre-employment testing:** Any person who is recommended for hiring must be tested for drug and alcohol use prior to employment and after receiving an offer of employment. A negative test result must be received before the first day of employment.
- **Reasonable suspicion testing:** Reasonable suspicion means that the employer believes that the employee's appearance or conduct is indicative of the use of alcohol and/or drugs. The observations of the employee must occur while on the job or while on MOCA property. The conduct, appearance, or actions of the employee must be observed by a supervisor or company official. The supervisor or official must document observations and submit them to the Program Director within 24 hours. In the case of suspected drug or alcohol use, the employee must be taken immediately to a collection site and a sample must be obtained.
- **Random testing:** All employees are subject to random substance abuse testing at the discretion of MOCA. Random tests are unannounced. CDL license holders will be placed into a separate pool for random screening per DOT guidelines. The unannounced tests will be spread reasonably throughout the year. There are no requirements as to how often the random test must be conducted. It could be on a monthly or quarterly basis depending upon MOCA's needs or concerns.
- **Post-accident testing:** An employee may be tested for substances following any accidents or injuries.

32.5. Return to duty and follow up testing

These tests are required prior to an employee, who has violated this Policy, returning to duty. Follow-up tests are unannounced and at least six tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended at the discretion of MOCA for up to 60 months following an employee's return to duty.

32.6. Required tests for MOCA drivers

Employees who drive MOCA vehicles/personal vehicles during agency business may be required to undergo a drug/alcohol screen at least once each year. This screen may be in addition to any other test given under MOCA Policy. All employees who are subject to commercial driver's license requirements. Testing in this category will be in accordance with the Omnibus Transportation Employee Testing Act of 1991.

32.7. Testing during periods of Temporary Layoff

Any employee who has tested positive for substance use in violation of this Policy may be subject, at the discretion of MOCA, to follow-up testing during a period of temporary layoff, such as the summer layoff period. Testing will be conducted in accordance with the terms of this Policy. An employee who fails or refuses to be tested at such time may not be called back from layoff or may be subject to disciplinary action up to and including termination of employment.

In addition, MOCA has the absolute right to initiate testing pursuant to this Policy for any employee up to thirty (30) days before the beginning date of the fall session. Any employee who fails or refuses to be tested at such time may not be called back from layoff or may be subject to disciplinary action up to and including termination of employment.

32.8. Consent to Test and Reveal Information to Employer

By signing the acknowledgment form, the employee verifies that he or she has received a copy of this Substance Abuse Policy, that he or she will read the Policy and will ask management if he or she has any questions regarding this Policy, and that full compliance with the Policy is required as a condition of employment.

The employee also understands that substance abuse test results may be disclosed to MOCA by the laboratory. The employee also understands that the findings of the substance abuse professional, including the need for any treatment or rehabilitation, may be disclosed to MOCA. Finally, the employee understands that, if the employee is required to complete a substance abuse treatment or rehabilitation program that MOCA may demand that the employee furnish proof of completion of such a program from the treating professional or organization.

32.9. New Employees:

All new employee prospects will be screened for drugs and/or alcohol prior to employment. A negative result is a condition of employment.

32.10. Current Employees:

If a drug screen is ordered, it will be mandatory and a condition of continued employment. Compliance with this Policy is required as a condition of employment.

MOCA policy requires that employees notify their supervisor of any workplace related drug conviction, guilty plea, nolo contendere, suspended imposition of sentence, or suspended execution of sentence.

32.11. POSSESSION OF DRUGS AND/OR ALCOHOL:

Any employee found to be in possession of an unlawful drugs and/or alcohol either on their person, or in any company property/facility, will be terminated.

32.12. CONSEQUENCES OF A POSITIVE TEST RESULT:

Any employee who tests positive for substance use in violation of this Policy will be subject to disciplinary action, up to and including termination of employment.

When a positive drug and/or alcohol test result occurs, the employee will be so advised by management. The testing laboratory will certify a test as positive pursuant to its established procedures. Company management will be informed of the results of the test.

- If the employee's drug and/or alcohol screen is positive, the employee will be suspended immediately without pay pending investigation by MOCA.
- If the MOCA investigation supports the positive test results, the employee may be disciplined or terminated.
- If MOCA determines that termination is not appropriate, before an employee can return to the workplace, the following must occur:
 - The employee may be evaluated by substance abuse professional.
 - The employee must undergo a return to duty drug test with a negative result. The testing will be done at employee expense by MOCA specified lab. The employee must pay for any evaluation by a substance abuse professional and any treatment recommended by such professional.
- A second violation of this Policy, regardless of the length of time between events, will result in immediate discharge.
- No employee's job will be placed in jeopardy, nor will any employee be subject to disciplinary action for voluntarily requesting help with substance abuse, as long as such request is made before a supervisor has a reasonable suspicion that the employee has violated the provisions of this Policy. Finally, a request for assistance will not excuse an employee from a Policy violation before testing occurs or while testing is in progress.

33. TELEPHONE USE

33.1. PURPOSE:

To provide guidelines for using agency telephones.

33.2. SCOPE:

This policy applies to all employees.

33.3. POLICY:

Efficient telephone service is vital to company business. Employees must adhere to the following guidelines:

- Answer all calls promptly and courteously.
- Hold personal calls, both incoming and outgoing, to emergencies or essential personal business and keep them as brief as possible. **Calls on agency telephone lines may be monitored.** All personal toll and long distance calls will be charged to the employee.

34. CELL PHONES**34.1. PURPOSE:**

To provide guidelines for agency cell phone usage.

34.2. SCOPE:

This applies to all employees.

34.3. POLICY:

Agency cell phones are issued to certain employees as deemed appropriate for the operation of the programs.

MOCA employees that are issued an agency cell phone are required to sign the **Cell Phone Use Policy**, which states that all agency cell phones are for agency use only and there are to be no personal calls made or accepted from these phones.

If any calls are found to be personal, the employee will be billed for the call at the current agency overage rate and the use of the phone and disciplinary action may be taken. These signed policy statements will be maintained in the employee personnel files.

Agency cell phones are required to be left in the MOCA facility every evening at closing time. The only exception to this is if the employee is required and/or asked to carry a phone.

35. SMOKING IN THE WORKPLACE

35.1. PURPOSE:

To provide a healthy environment for all employees and clients.

35.2. SCOPE:

This policy applies to employees and visitors at all locations.

35.3. POLICY:

Smoking is prohibited in all MOCA facilities, including, but not limited to, all buildings, properties, parking lots, storage sheds, vehicles, playgrounds, etc.

35.4. DEFINITION:

The term “*smoking*” means inhaling, exhaling, burning or carrying any lighted cigarette smoking equipment for tobacco. The term “*smoking*” also includes any and all uses of smokeless tobacco and vaping.

35.5. PROCEDURE:

Smoking Areas: None in the workplace and property.

Visitors: Visitors and program participants are expected to observe non-smoking designations.

Head Start Non-Smoking Policy: Smoking is prohibited at all times in buildings, property, parking lots, storage sheds, vehicles, playgrounds, etc. utilized by MOCA.

Head Start where children are or will be present: This includes classrooms, offices, kitchens, restrooms, and meeting rooms in the Head Start facility, hallways, outdoor play areas and vehicles.

Center directors will establish a smoking zone off the property and not around their facility out of the line of sight of children and clear of all entries and exits.

During home visits, smoking by the parents in their own home shall not be prohibited. However, in keeping with the purpose for this policy, staff will take every opportunity to explain the benefits of quitting smoking, of parents’ task as role models, and the effects of environmental tobacco smoke on the rest of the family. Smoking by staff during a home visit is prohibited.

Smoking by volunteers and parents during field trips or outings is prohibited where children are present. At all times, staff and volunteers will adhere to the non-smoking policies of the facilities and areas that they visit on field trips and outings.

For meetings that occur outside of Head Start facilities (parent meetings, Policy Council, etc.) and where children are not present at these meetings, smoking shall not be prohibited unless a consensus of the group decides that smoking is to be prohibited during the course of the meeting.

At all times, Head Start activities at such facilities will adhere to the smoking policy of those facilities.

36. SOLICITATION/DISTRIBUTION/PERSONAL BUSINESS

36.1. PURPOSE:

To ensure a productive work environment where employees and business operations may function without disruption.

36.2. SCOPE:

This policy applies to employees and non-employees during work time and while on company premises.

36.3. POLICY:

MOCA strives to establish a work environment that is productive and without undue disruptions to the workday. Therefore, soliciting by one employee of another, or collecting from one employee by another, is prohibited while either employee is on work time. Distributing literature and circulating petitions not associated with MOCA, during work time or in work areas at any time is also prohibited. Finally, trespassing, soliciting or distributing literature by anyone outside MOCA is prohibited on company premises.

Personal visitors (family or business) should be treated courteously, but the purpose of the visit should be dealt with as briefly as possible with sensitivity to the disruption of other staff.

36.4. DEFINITIONS:

“Work time” means all time on the premises other than before and after work, at meal periods and break times.

“Work Areas” are all areas on the premises other than employee break rooms.

37. SAFETY AND HEALTH

37.1. ACCIDENT/INJURY REPORTING:

To protect the safety and health of all employees and to comply with applicable federal and state laws.

37.2. SCOPE:

This policy applies to all locations.

37.3. POLICY:

([See Appendix D](#)). It is the policy of Missouri Ozarks Community Action, Inc., to assure safe and healthful working conditions for every employee, and to comply with the letter and spirit of applicable laws and regulations. MOCA will provide adequate safeguards against health and safety hazards by providing a safe work environment, by job training and instruction on safe procedures, by making appropriate protective equipment available and by the proper administration of safety programs and activities.

All employees are expected to comply with safety and health rules and procedures and to take an active role in the safety and health process and activities.

Safety is the responsibility of all employees, and we are committed to providing a safe and healthy work environment.

37.4. PROCEDURE:

- 37.4.1.** Safety is everyone's responsibility.
- 37.4.2.** CALL 911, the emergency phone number, if required. If the injury is serious, an ambulance will take you to the hospital emergency room. If a minor injury occurs while you are on the job, there is a first aid kit located at a central location specified by each MOCA facility.
- 37.4.3.** If an accident or illness should occur, no matter how slight, notify your manager or supervisor immediately so that appropriate medical treatment may be administered. The transfer of any bodily fluid (blood, saliva, urine, etc.) may pass on many types of communicable diseases and viruses. Please use extreme caution to avoid contact with these body fluids. Each first aid kit contains plastic gloves, please be sure to

use them. If this is not possible, use a strong disinfectant, such as Lysol or liquid bleach, to clean up afterwards.

37.4.4. On the job injuries will be handled in accordance with the Worker's Compensation laws. Any employee who is injured while on the job must notify the Administrative Assistant within eight hours to be eligible for coverage provided under the Workers' Compensation Act, unless the employee is incapacitated, in which case notice should be provided to MOCA as soon as possible. As part of our Drug Free Work Place Policy, you may also be required to submit to drug testing if you are injured on the job:

- If an incident occurs and medical attention is needed, contact the nearest approved medical facility (list posted in all centers or work area). Any emergency measures – necessary to render assistance should be provided to the employee requiring medical attention, prior to transporting to outside medical facilities.
- If an incident occurs and medical attention is not needed, the employee must report to the supervisor for evaluation and appropriate documentation.

37.4.5. As an employee of MOCA you have certain rights regarding the use of hazardous materials in the workplace. MOCA will provide you with information regarding the following:

- What chemicals are used in the workplace (MSD Sheets) ▪ Where the chemicals are located.
- Physical and health hazards associated with the chemicals.
- Protection measures that must be taken to prevent exposure. ▪ What to do in case of exposure to the chemicals.

For additional information on hazardous materials in the workplace consult your supervisor.

38. LIFE-THREATENING ILLNESS

38.1. PURPOSE:

To state MOCA's position on employees with life-threatening illnesses such as cancer, AIDS, cardiopulmonary diseases, etc.

MOCA complies with the provisions of the Americans with Disabilities Act (“**ADA**”). MOCA will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person’s physical or mental disability or a person’s diseases such as AIDS or AIDS-related virus, Sickle-Cell Trait, cancer, heart disease, or other life-threatening illnesses or diseases. MOCA will make reasonable accommodations as necessary for all employees or applicants with disabilities, provided that the individual is qualified to safely perform the essential duties of their job and provided that the accommodations do not impose an undue hardship on MOCA.

38.2. SCOPE:

This policy applies to employees of MOCA and employees who live with someone who has or is suspected of having a life-threatening illness.

38.3. POLICY:

MOCA is committed to providing equal opportunity to all employees, including those who have life- threatening illnesses. MOCA is also committed to providing a safe work environment that meets or exceeds state and federal regulations.

Consequently, employees who have a life-threatening illness will be treated like other employees as long as they meet performance standards, and medical and other evidence indicates that their condition is not a threat to themselves or others.

38.4. PROCEDURE:

38.4.1. Confidentiality and Sensitivity

If an employee contracts a life-threatening illness, or if an employee discovers a fellow worker has contracted a life-threatening illness, all reasonable efforts should be exercised to ensure that this information remains private and confidential. All employees should treat employees with a life-threatening illness with compassion and understanding.

38.4.2. Working with Terminally Ill Employees

MOCA will allow employees who have a life-threatening illness to continue to work as long as they continue to meet performance standards, and will attempt to reasonably accommodate these employees whenever practicable.

38.4.3. Medical Examination

To assure MOCA that the employee who is terminally ill is not a danger to himself or herself, or to other employees, MOCA reserves the right to have the employee examined by a physician. All information, including the results, related to the examination will be confidential.

38.4.4. Disability

If an employee is unable to work due to a terminal illness, the employee may be eligible for MOCA's medical leave of absence. (**See FMLA section above**).

39. TRAVEL IN AREA POLICY

This policy is for all employees who use their personal vehicles and or company vehicles for agency business. Employees have a responsibility to practice courteous and safe driving for themselves, MOCA and our customers. Employees must follow the rules of the road, as established by the Department of Motor Vehicles, and all state regulations, including those of MODOT, for use of vehicles while performing MOCA duties. Both the roadworthy condition of the employee's vehicle and the conduct of the employee have a direct impact on the professional image of MOCA and the safety of the employee and passengers including, without limitation, other employees, customers and/or vendors.

Business use of a personal vehicle is classified as traveling for business related activities associated with MOCA. Under no circumstances should a rental car be rented under MOCA's name for any purpose.

MOCA reserves the right after review of an employee's driving record to require additional insurance or conditions, at MOCA's sole discretion, to insure MOCA against any loss as a result of vehicle usage and or remove driving privileges of company vehicles.

All employees who operate their own vehicle or company vehicle for agency business must meet the following minimum qualifications:

- Be at least 18 years of age;
- **Have a current valid driver's license issued by the state in which the employee resides;**
- Have no major traffic violations in the past three (3) years; and
- Have no alcohol or drug related driving violations in the last three (3) years;
- Have no more than seven (7) points within the last three (3) years.

Major violations, include, without limitation:

- Driving under the influence or while intoxicated,

- Implied consent (failure to submit to substance abuse screening),
- Negligent homicide, vehicular manslaughter, or gross negligence that causes death,
- Operating a motor vehicle while driver's license is suspended or revoked,
- Use of a motor vehicle in the commission of a felony,
- Aggravated assault with a motor vehicle,
- Operating a motor vehicle without the owner's authority,
- Permitting an unlicensed person to drive,
- Speed contest (racing),
- Hit and run, failure to report collision,
- Reckless driving,
- Driving with an open container (alcohol),
- Fleeing or evading police or roadblock,
- Resisting arrest,
- Failure to report an accident,
- Illegal passing of a school bus,
- Any other violations considered serious by state law.

An employee must be able to efficiently and effectively perform the employee's duties with or without reasonable accommodation. To the extent the employee must operate a motor vehicle to carry out those duties, the employee must do so in a safe and prudent fashion.

Driving a vehicle while on agency business with alcoholic beverages, illegal drugs, or any drug that alters the employee's ability to drive in the employee's system is prohibited and will be grounds for immediate termination. MOCA will cooperate with law enforcement authorities in the event that such material is in the employee's possession while performing MOCA duties. (See When using a private vehicle for agency business, the employee assumes liability for the vehicle.

All employees who operate vehicles for agency business must have a current driver's license, current inspection sticker, and vehicle liability insurance in the minimum amounts as required by the laws of the State of Missouri.

Insurance information should be located in the vehicle. Proof of current insurance and driver's license must be on file with the Accounting Office and the employee is responsible for updating these items as they expire.

The driver and or the employee of the vehicle is responsible for ensuring safety compliance by all occupants. Also, if MOCA contemplates additional occupants, we need to specify that they must be MOCA employees or under MOCA's supervision and authority.

The employee is prohibited from committing any unlawful act while driving for MOCA.

The official mileage rate to be paid to all MOCA employees for travel necessary to the performance of job duties will be determined by the Board of Directors as needed.

When the work schedule is such that an employee does not check in first at his/her workstation, mileage shall be taken from employee's home or calculated from the employee's official workstation, whichever results in the lower number of miles to be reimbursed.

Employees shall not be reimbursed for mileage to and from their homes and their official workstation.

40. OUT OF AREA TRAVEL POLICY

40.1. DEFINITION:

"Out of area travel" means outside MOCA's official service area.

40.2. REIMBURSEMENT

Out of area travel not authorized in advance by the appropriate Program Director or by the Executive Director will not be reimbursed.

Maximum expenses that may be reimbursed for out of area travel are:

- Actual cost of commercial transportation
- Actual registration fees
- Board approved annual GSA mileage rate for personal auto transportation.
- Mileage will be advanced based upon a reasonable estimate provided by the employee and approved by the program director.
- Actual cost of gas if a MOCA vehicle is used
- Meals - Meals and tips will be advanced using the current GSA per diem rates.
 - The Per Diem rate will be divided as follows:
 - (1/4) One quarter of the full day rate will be advanced for breakfast if necessary that you leave before 6:00 a.m.,
 - (1/4) one quarter for lunch if you leave before 12:00 noon, and
 - (1/2) one half for the evening meal if you arrive home after 6:00 p.m. or have prior approval to spend the night.
 - Actual cost of lodging with receipt
 - Actual cab fare
 - Actual parking fees

Out of Area settlement must be made within 10 working days. An agenda or meeting notice must be attached to the Out of Area travel form.

41. VEHICLE INCIDENT & ACCIDENT PLAN

41.1. PURPOSE:

The purpose of this plan is to ensure that MOCA vehicle accident rules are complied with.

41.2. SCOPE:

This policy applies to all locations

41.3. POLICY:

It is the policy of Missouri Ozarks Community Action, Inc., to assure safe and healthful working conditions for every employee, and to comply with the letter and spirit of applicable laws and regulations. MOCA will provide adequate safeguards against health and safety hazards by providing a safe work environment, by job training and instruction on safe procedures, by making appropriate protective equipment available and by the proper administration of safety programs and activities.

All employees are expected to comply with safety and health rules and procedures and to take an active role in the safety and health process and activities.

Safety is the responsibility of all employees, and we are committed to providing a safe and healthy work environment. MOCA is not responsible for any damage done to an employee vehicle while on MOCA business. MOCA will reimburse the employee based on actual miles driven times the rate established by the MOCA Board of Directors.

41.4. PROCEDURE:

In the event that a Head Start bus is in an accident, the following actions should be taken:

41.4.1. DRIVER

- If the children are on board, determine if evacuation is necessary and respond appropriately.
- Call 911 to get a Highway Patrolman and paramedics to the scene.
- Call the Center Director and give details and if children are on the bus request another bus to come and get the children.
- Determine if the bus is drivable or if it will require towing and if towing is required request another bus to come and get the children.
- Stay with the bus until the patrolman has gathered all data and permits the bus to leave.

- Get copies of all information available including the other driver's personal information, insurance company and policy number, and a copy of the patrolman's report.

41.4.2. CENTER DIRECTOR

- Notify Central Office (Director of Transportation) and relay the details.
- Secure alternate transportation for children if necessary.
- Send someone to assist the driver and return them to the center if not injured.
- Notify parents if children will be more than 20 minutes later than scheduled.
- If necessary, arrange to have the bus towed and ask for another bus.
- Arrange to have the driver transported to a medical facility for post-accident alcohol and drug testing following all accidents.
- Contact Central Office, Director of Transportation, for further direction.

41.4.3. CENTRAL OFFICE

- The Director of Transportation will notify the Program Director immediately.
- Upon notification of an accident, the Director of Transportation, or in their absence another Head Start department staff member, will be available to assist the Center Director as needed.
- The Director of Transportation will collect all pertinent documents and follow up as required.
- For all other company vehicles involved in an incident or an accident, Call 911 or have a passerby contact 911 if necessary.
- Seek emergency treatment as needed.
- Determine if the vehicle is drivable. If the vehicle is drivable, then arrange for alternate driver and if not arrange for the vehicle to be towed.
- Arrange to have the driver transported to a medical facility for post-accident alcohol and drug testing following.
- Obtain a written and signed report by the employee involved in the accident and submit same to the Administrative Assistant.
- Driver may not drive again until negative results of drug/Alcohol Screening is obtained and on file with the Administrative Assistant.

42. SEAT BELT USAGE POLICY

42.1. SCOPE:

Missouri Ozarks Community Action recognizes that seat belts are extremely effective in preventing injuries and loss of life.

It is a simple fact that wearing your seat belt may reduce your risk of dying in a traffic crash by 45 percent in a car and as much as 60 percent in a truck or SUV.

We care about our employees and want to make sure that no one is injured or killed in a tragedy that could have been prevented by the use of seat belts.

42.2. POLICY:

Therefore, all employees of Missouri Ozarks Community Action must wear seat belts when operating a company-owned vehicle, or any vehicle on company premises or on company business. All occupants are to wear seat belts or, where appropriate, required child restraints when riding in a company-owned vehicle or in a personal vehicle being used for company business. (See [Appendix E](#)).

All employees and their families are strongly encouraged to always use seat belts and the proper child restraints whenever they are driving or riding in any vehicle, in any seating position.

Failure to abide by this policy could result in disciplinary action or, in the event of an injury, a reduction in workers compensation benefits.

43. CONFLICT OF INTEREST

No employee, officer or agent of this agency shall participate in the selection, award or administration of a contract when he/she or any member or his/her immediate family, partner or organization in which they or their immediate family or partner has any financial interest or with whom he/she, his/her immediate family or partner is negotiating or has any arrangement concerning prospective or current employment. This includes employees taking applications for client services.

MOCA's employees, officers, and agents who engage in awarding and administering contracts shall neither solicit nor accept gratuities, favors, gifts, money, or anything of monetary value from contractors or potential contractors. Agency employees are further charged to report any offers of monies, gifts, gratuities, favors, or anything of monetary value by a contractor or potential contractor to their immediate supervisor at the earliest opportunity. Any employee who is violating this section may be immediately discharged.

(See [Appendix F](#)).

44. STANDARDS OF CONDUCT

44.1. Purpose:

The purpose of this policy is to define certain standards of conduct that are the minimum acceptable level of personnel and professional conduct of any employee or volunteer.

44.2. Scope:

This policy applies to all employees and volunteers.

44.3. Policy:

All employees, consultants, and volunteers must abide by these standards of conduct. (See [Appendix G](#)). Specifically that:

- They will respect and promote the unique identity of each employee, child and family and refrain from stereotyping.
- They will follow program confidentiality policies concerning information about children, families, and other employees; including after termination.
- No child will be left alone or unsupervised while under their care.
- They will use positive methods of child guidance and will not engage in corporal punishment, emotional or physical abuse, or humiliation. In addition, they will not employ methods of discipline that involve isolation, the use of food as punishment or reward, or the denial of basic needs.

All employees engaged in the award and administration of contracts or other financial awards must sign a statement that they will not solicit or accept personal gratuities, favors, or anything of significant monetary value as stated in the Fiscal Policy from contractors or potential contractors.

No employee, officer or agent of this agency shall participate in the selection, award or administration of a contract when he/she or any member or his/her immediate family, partner or organization in which they or their immediate family or partner has any financial interest or with whom he/she, his/her immediate family or partner is negotiating or has any arrangement

concerning prospective or current employment. This includes employees taking applications for client services.

MOCA's employees, officers and agents who engage in awarding and administering contracts shall neither solicit nor accept gratuities, favors, gifts, money or anything of monetary value from contractors or potential contractors. Agency employees are further charged to report any offers of monies, gifts, gratuities, favors or anything of monetary value by a contractor or potential contractor to their immediate supervisor at the earliest opportunity. Any employee who is violating this section may be immediately discharged.

44.3.1. Actions Subject to Discipline under Standards of Conduct

Conduct that is subject to discipline under the Standards of Conduct include, but are not limited to, the following:

- Falsifying employment application, timesheet, personnel or other company documents or records. Unauthorized possession of company or employee property, gambling, carrying weapons or explosives, or violating criminal laws on company premises.
- Fighting, throwing things, horseplay, practical jokes, or other disorderly conduct which may endanger the well-being of any employee, agency operations, or program participant.
- Engaging in acts of dishonesty, fraud, theft or sabotage.
- Threatening, intimidating, coercing using abusive or vulgar language, or interfering with the performance of other employees.
- Insubordination or refusal to comply with instructions or failure to perform reasonable duties, which are assigned.
- Unauthorized use of agency material, time, equipment or property.
- Damaging or destroying agency property through careless or willful acts. Conduct, which MOCA feels, reflects adversely on the employees of MOCA. Performance, which, in MOCA's opinion, does not meet the requirements of the position.
- Engaging in such other practices as MOCA determines may be inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of MOCA, its employees or clients. Negligence in observing fire prevention and safety rules.

- Other circumstances for which MOCA feels that corrective action is warranted. This list is not intended to be exhaustive nor does it include all behaviors that may result in disciplinary action.

45. CONFIDENTIALITY

45.1. Purpose:

The purpose of this policy is to ensure that information obtained is maintained in private and protected from intentional or inadvertent exposure.

45.2. Policy:

Family information and files will be maintained and kept confidential. (See [Appendix H](#)).

45.3. Definition:

“Personally identifiable information” means any information that can be associated with any individual, family or group that is participating, has participated or has applied to participate in a program.

“Release of information” means the transfer of information by written, spoken or gestured communication.

45.4. Procedure

- 45.4.1. The information maintained in MOCA files, information about families that has come to the staff as a result of their relationship with the family and position at MOCA, and all information about families who have applied to the program is kept confidential even after termination.
- 45.4.2. MOCA staff must maintain a reputation for safeguarding information about others and respecting the privacy of everyone in the community.
- 45.4.3. MOCA staff will not discuss, in any personally identifiable manner, employees, children or families with any individual who is not the parent or guardian of the child, unless otherwise required by law.

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- 45.4.4.** MOCA staff will not discuss children or families with other staff, except as is necessary for the good provision of services offered by our agency and the welfare of the children we serve.
 - 45.4.5.** Paper records will be kept in locked cabinets when not under the direct control of their custodian.
 - 45.4.6.** Paper records will not be displayed in any manner that would allow casual observers to obtain any personally identifiable information. Such material should be kept face down when not in actual use by MOCA staff.
 - 45.4.7.** Electronic records will only be maintained in password protected computers or storage devices.
 - 45.4.8.** Computers will have “timed out” features set to ensure that computers left unattended automatically return to a secure condition.
 - 45.4.9.** Computer monitors will be positioned so that casual observation of personally identifiable information does not occur.
 - 45.4.10.** Personally identifiable information will not be removed from the center at any time, except for transfer to the Central Office or permanent storage.
 - 45.4.11.** Release of information to third parties will occur only with the immediate written informed consent of the parent or guardian, by court order, or as otherwise required by law.
 - 45.4.12.** Confidentiality is to be maintained at all levels of program operation.
 - 45.4.13.** All program documents are the property of Missouri Ozarks Community Action, Inc.
 - 45.4.14.** Parents have the right to reasonable access to their child’s file. Parents will make an appointment with the Center Director for the purpose of reviewing records. Parents will be granted access to their child and families records within one week of their request.

- 45.4.15.** Parental review of records will occur only in the presence of MOCA staff.
- 45.4.16.** Staff will make one copy of any needed documentation identified by the parent. However, files will not be copied in their entirety except by reasonable written notice from the parent and the written approval of the Center Director.
- 45.4.17.** Center Directors will ensure that files viewed by parents do not contain personally identifiable information of other children or personally identifiable information of staff members, to which the staff member has a reasonable expectation of privacy.
- 45.4.18.** All documents containing personally identifiable information that are no longer needed by the program will be destroyed in such a way as to ensure the privacy of the family and the information contained in the document. In most cases, that means destruction by shredding.
- 45.4.19.** MOCA will maintain confidentiality and shall respect the family's right to privacy.
- 45.4.20.** MOCA staff will refrain from disclosure of confidential information and intrusion into lives of families, except where our legal obligation to protect the welfare of children requires the release of information to appropriate state authorities.
- 45.4.21.** The violation of family or child privacy by the release of information obtained from any source, for any reason, will result in disciplinary action, up to and including, possible termination.
- 45.4.22.** There will be no recording on any type of device without informed consent and administrative approval documented.

46. PROHIBITION OF UNLAWFUL HARASSMENT AND RETALIATION

46.1. PURPOSE:

To establish MOCA's prohibition on unlawful harassment and retaliation, to set forth guidelines for handling violations of the policy, and to specify the related complaint-handling procedure.

46.2. SCOPE:

This policy applies to all employees and any other covered persons.

Furthermore, executive management at each location will establish appropriate procedures to insure that non-employees (vendors, contractors, trades people, etc.) on our premises are also made aware of the intent of this policy.

46.3. POLICY:

Harassment, including sexual harassment, and retaliation are contrary to basic standards of conduct between individuals and is prohibited by federal and state law.

It will, therefore, constitute a violation of MOCA's policy for any employee to engage in any of the acts or behavior defined below, and such misconduct will subject any employee to possible discipline, up to and including termination.

Employees who feel they have been harassed or discriminated against on the basis of sex or in any other characteristic protected under applicable federal, state, or local law, should immediately report such incidents following the procedures described below without fear of retaliation. Confidentiality will be maintained to the fullest extent permitted by the circumstances.

(See [Appendix I](#)).

46.4. DEFINITIONS:

"Harassment" means any conduct amounting to unlawful harassment against employees or any other covered persons because of race; color; religion; creed; national origin; ancestry; sex (including pregnancy); gender (including sexual orientation, gender identity, and status as a transgender or transsexual individual); age (40 and over); physical or mental disability; citizenship; genetic information; past, current, or prospective service in the uniformed services; HIV/AIDS status; or any other characteristic protected under federal, state, or local law.

"Sexual harassment" means any harassment based on someone's sex or gender. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.

- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
- Such conduct is so severe and pervasive as to have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

"Retaliation" means any form of discipline, reprisal, intimidation, or retaliation for good-faith reporting of incidents of harassment of any kind, pursuing any harassment claim, or cooperating in related investigations.

46.5. UNLAWFUL HARASSMENT PROHIBITED

46.5.1. UNLAWFUL SEXUAL HARASSMENT PROHIBITED

MOCA will not tolerate any form of sexual harassment, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually-related comments, or jokes, unwelcome sexual advances, or requests for sexual favors).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying sexually suggestive posters, cartoons, or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform).

This list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated.

All unlawful harassment is prohibited both at the workplace, at employer-sponsored events, and while traveling for work.

46.5.2. OTHER TYPES OF UNLAWFUL HARASSMENT PROHIBITED

MOCA strictly prohibits and does not tolerate unlawful harassment against employees or any other covered persons because of race, color, religion, creed, national origin, ancestry, sex (including pregnancy), gender (including sexual orientation, gender identity and status as a transgender or transsexual individual), age (40 or over), physical or mental disability, citizenship, genetic information, past current, or prospective service in the uniformed services, HIV/AIDS status, or any other characteristic protected under applicable federal, state, or local law.

Such harassment often takes a similar form to sexual harassment and includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, derogatory comments, or jokes).

- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying derogatory posters, cartoons, drawings, or making derogatory gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform, including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated.

Harassment is prohibited both at the workplace, at employer-sponsored events, and while traveling for work.

46.6. COMPLAINT PROCEDURE:

- 46.6.1.** Complaints of harassment of any type will be handled through MOCA's grievance procedure, which provides several options by which any employee may initiate action on a job-related complaint. They include:
- 46.6.2.** If you are subjected to any conduct that you believe violates this policy or witness any such conduct, you must promptly speak to, write, or otherwise contact the Executive Administrative Assistant, ideally within five (5) days of the offending conduct.
- 46.6.3.** Although not mandatory, your complaint should be in writing. (See [Appendix L for MOCA's Harassment Complaint Form](#)). Your complaint should also be as detailed as possible, including the names of all individuals involved and any witnesses. MOCA will directly and thoroughly investigate the facts and circumstances of all claims of perceived harassment and will take prompt corrective action, if appropriate.
- 46.6.4.** The Executive Administrative Assistant is charged with forwarding your complaint to the Executive Director without delay. The Executive Director will then either commence an investigation or will appoint a director-level employee to conduct a full and complete. Once the Executive Director has selected the appropriate individual to lead the investigator, the Executive Administrative Assistant will notify you of the individual selected to investigate your grievance.
- 46.6.5.** If you have not received notice of the investigator within five (5) days after reporting any incident of what you perceive to be harassment, then immediately submit notice of your complaint in writing directly to the Executive Director.

- 46.6.6.** The individual charged with investigating your complaint will undertake every effort to complete his or her investigation and issue his or her investigation reports within 10 days from the date he or she receives the investigation assignment. If the investigator requires more than 10 days to complete his or her investigation and issue his or her investigation findings, then the investigator will notify you prior to the expiration of the tenth day to inform you that additional time will be required and will

provide you with a reasonable estimate of how much additional time is needed to complete the investigation.

- 46.6.7.** Substantiated complaints will result in prompt remedial action by MOCA, and may include discipline, up to and including dismissal, of the perpetrator. Unsubstantiated complaints which MOCA determines were made in a knowingly false manner, or to harass or intimidate another employee, will likewise result in prompt remedial action, including discipline, of the individual who knowingly filed a false complaint.

- 46.6.8.** MOCA will not retaliate against any individual who files a complaint in good faith, and will strive to ensure confidentiality of the complaint to the extent possible.

46.7. Threats Imposed by Individuals Applying for Assistance:

- 46.7.1.** It is recognized that a person applying for assistance may pose a threat to a staff member's safety. If this occurs the staff member should immediately contact local law enforcement officials and leave the premises where the threat is posed. The staff member should then report the incident per the above complaint procedures.

- 46.7.2.** Client harassment, which does not pose an immediate safety threat, should be reported per the above complaint procedures

46.8. NO RETALIATION

No one will be subject to, and MOCA prohibits, any form of retaliation for good-faith reporting of incidents of harassment of any kind, pursuing any harassment claim, or cooperating in related investigations.

47. COMPUTER AND NETWORK POLICY

47.1. PURPOSE:

To ensure the appropriate use of Missouri Ozark Community Action (MOCA) computer and network resources by its employees, independent contractors, and other computer users.

47.2. POLICY:

The computers and computer accounts used by employees are provided to assist them in the performance of their jobs. The computer and network systems belong to MOCA and should be used primarily for MOCA business purposes. (See [Appendix J](#)).

The following policy, rules, and conditions apply to all users of MOCA computer and network resources and services, wherever the users are located. Violations of this policy may result in the loss of computer and network access and/or disciplinary action, up to and including termination, and/or legal action.

Computer users are governed by the following provisions, which apply to all use of computer and network resources and services. Computer and network resources and services include, but are not limited to, the following: servers, workstations, computers, laptops, mobile devices, software, and internal or external communications networks that are accessed directly or indirectly from MOCA computer facilities. The term “users” as used in this policy refers to all employees, volunteers, parents, family members, independent contractors, and other persons or entities accessing or using MOCA’s computer and network resources and services.

All computer users have the responsibility to use computer resources in an efficient, effective, ethical, and lawful manner, and in a manner that is consistent with MOCA’s policies and procedures.

Fraudulent, harassing, embarrassing, indecent, profane, obscene, intimidating, violent, or unlawful material may not be deliberately sent, received, displayed, or stored on any computer or network owned by MOCA. Any access to sexually explicit and prurient material or to gambling-related material is specifically prohibited. Users encountering or receiving such material should immediately report the incident to their supervisor.

The computer and network resources and services of MOCA may not be used for the display, transmission, or storage of unrelated commercial advertisements, solicitations, promotions, destructive programs, or any other unauthorized purpose. Use of the electronic mail systems to distribute advertisements, jokes, chain letters, or any other personal notices or messages to distribution lists or other groups of more than three people, either inside or outside of MOCA is prohibited.

Users must comply with all relevant federal and state laws regarding political activities of MOCA's grantees and other publicly funded organizations. MOCA computer and network systems may not be used in any manner supporting or resulting in the identification of MOCA with any partisan or nonpartisan political activity or any other political activity associated with a candidate or contending faction or group in an election for public or party office|| (Head Start Act, Section 656) or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before Congress or any State legislature|| (Section 503 of Public Law 107-116, and other appropriations acts). In addition, no federal funds, program services paid for by federal funds, MOCA agency owned equipment, facilities, supplies, or employees on program time may be used for voter participation or lobbying activities.

Users must exercise reasonable care to prevent loss or damage to computer hardware, software, and information in their possession. This includes, but is not limited to, physical damage or loss of hardware or software, and the use of reasonable care to prevent the spread of computer viruses, worms, Trojan horses', and other malicious code. Users may not connect, disconnect, alter, repair, move, or otherwise modify any MOCA computer, monitor, printer, router, switch, or other hardware without prior express authorization to do so from the Executive Director, Program Director, or Information Technologist. Users must comply with all computer and network related instructions from the Information Systems Manager or designee.

Users may not use or install software of any kind onto any MOCA computer or network without receiving prior express authorization to do so from the Executive Director, Program Director, or Information Technologist. Users must comply with all software licenses, copyrights, and all other state and federal laws governing intellectual property.

Users should seek to ensure that adequate network bandwidth is available for activities related to the mission of MOCA. Users may not access digital audio and video, including streaming media, without the prior express authorization of the Information Systems Manager. The use of peer-to-peer file sharing networks is specifically prohibited.

Users must restrict personal use of MOCA computer systems and network resources to scheduled breaks and other non-work hours, except with the permission of their supervisor. This includes, but is not limited to, the use of computer games, chat rooms, Instant Message (IM) systems, and the non-work related use of Internet e-mail, the World Wide Web, and newsgroups. The use of personal, web-based e-mail (*e.g.*, Hotmail, Yahoo! Mail), while not prohibited, is discouraged.

Users must not attempt to access network or Internet systems unless specifically authorized to do so by the operators of those systems. Users must not alter or copy a file belonging to another user without first obtaining permission from the owner of the file.

Password Requirements: Those setting password requirements must remember that making the password rules too difficult may actually decrease security if users decide the rules are impossible

or too difficult to meet. If passwords are changed too often, users may tend to write them down or make their password a variant of an old password which an attacker with the old password could guess. The following password requirements will be set by the IT security department:

- Minimum Length - 7 characters recommended
- Maximum Length - 14 characters
- Minimum complexity - No dictionary words included. Passwords will use three of four of the following four types of characters:
 - Lowercase
 - Uppercase
 - Numbers
- Passwords are case sensitive and the user name or login ID is not case sensitive.
- Maximum password age – This will be dictated by the requirements of funders. ▪ Account lockout threshold - 4 failed login attempts.

Password-protected screen savers will be enabled and will protect the computer within 5 minutes of user inactivity. Computers will not be unattended with the user logged on and no password-protected screen saver active. Users will be in the habit of not leaving their computers unlocked. Users will press the windows key and L key at the same time "Lock Computer".

Administrator passwords will be protected very carefully. Administrator accounts will have the minimum access to perform their function. Administrator accounts will not be shared.

47.3. SECURITY:

MOCA has the right to take any actions that it believes are necessary to ensure the integrity of its computer and network resources. It may, at the sole discretion of the Program Director or designee, edit or delete any program, document, or other information stored on any computer or network, including data stored on any personal computer owned by MOCA. It also has the sole right to determine the appropriate content for the web site and portal, and to edit or delete any material posted there.

Users are responsible for safeguarding their passwords for the system. Individual passwords should not be printed, stored on-line, or given to others. Users are responsible for all transactions made using their passwords. Under no circumstances may users allow anyone but themselves to log on to any computer or network owned by MOCA using their password. Users must not leave their computers unattended without logging off from the computer or network.

47.4. PRIVACY:

MOCA has the right, but not the duty, to monitor any and all aspects of the computer system, including employee e-mail, to ensure compliance with this policy. Employees should not have the

expectation of privacy in anything they create, store, send, or receive on any MOCA computer or through the MOCA network, even if the employee utilizes the network through his or her own personal electronic device.

Users grant permission to MOCA to include their name, Internet address, business address, and business telephone number in publicly accessible directories, databases, and documents, including a staff directory on the World Wide Web. All other personal information will be considered confidential and will not be published or released in any form without written permission.

47.5. CONFIDENTIALITY:

All information about clients receiving services from MOCA and staff employed by MOCA is confidential. No information may be shared with any person or organization outside MOCA without the prior written permission of the family or individual, except as mandated by Missouri Law (Exceptions to Prior Consent, OAR 581-21-340) and MOCA policy. MOCA staff and volunteers should strive to protect the privacy of families in the program and should view or print confidential family information only when it is necessary to do so to better serve the family. Information concerning personnel employed by MOCA will not be viewed or utilized except for official and necessary purposes.

In the matter of smartphones and tablets, it is prohibited to save any client information to the physical device. This is to protect the confidentiality of our clients.

Personal email accounts are not to be used on MOCA mobile devices (tablets, smartphones).

47.6. RESPONSIBILITY:

MOCA is not responsible for the actions of individual users. This policy may be amended or revised periodically as the need arises.

Users must report all lost or stolen mobile devices first to proper authorities and then to Missouri Ozarks Community Action IT immediately.

48. SOCIAL MEDIA

48.1. INTRODUCTION:

The use of social media by employees presents certain risks and carries with it certain responsibilities. Employees should be aware of the effect their use of social media may have on their reputation, as well as the reputation of Missouri Ozarks Community Action. The information that employees post or publish using social media will, in all likelihood, be public information for

a very long time. Consequently, Missouri Ozarks Community Action has established this policy to provide guidance for employees regarding the acceptable use of social media.

This policy applies to the following situations:

- (1) professional use of social media on behalf of Missouri Ozarks Community Action;
- (2) personal use of social media when it is related to Missouri Ozarks Community Action; and
- (3) personal use of social media during regular working hours.

(See [Appendix K](#)).

Any violations of this policy may result in discipline up to, and including, termination of employment.

48.2. DEFINITIONS:

The phrase “***social media***” should be broadly understood to include internet blogs, wikis, micro blogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner.

The phrase “***personal social media***” shall mean any social media not sponsored by Missouri Ozarks Community Action.

The phrase “***computer systems***” shall mean any electronic device that is capable of transmitting information to the internet, including but not limited to cellular telephones, smartphones, laptop computers, desktop computers, and tablet computers.

48.3. ACCEPTABLE USE:

Missouri Ozarks Community Action computer systems are to be used for business purposes only.

Personal use of social media on other computer systems should never interfere with an employee’s job responsibilities.

No employee has the authority to speak on behalf of Missouri Ozarks Community Action via social media unless the employer expressly gives that authority. Authorized employees must keep Missouri Ozarks Community Action-related social media accounts separate from personal social media accounts. The authority to represent the Missouri Ozarks Community Action via social media does not extend to personal use of social media.

48.4. REQUIREMENTS:

Employees should be aware that Missouri Ozarks Community Action may observe any content and information made available by employees through social media, regardless of when and where it is posted. Employees must use their best judgment in posting material.

Employees are required to adhere to the Missouri Ozarks Community Action Code of Conduct, Employee Handbook, and anti-harassment and anti-discrimination policies when using social media in reference to Missouri Ozarks Community Action. Subject to applicable law, personal use of social media that violates the Missouri Ozarks Community Action Code of Conduct or any other Missouri Ozarks Community Action policies may subject an employee to disciplinary action or termination.

Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, discriminatory, harassing, libelous, or that can create a hostile work environment.

If employees encounter a confrontational situation while using social media related to Missouri Ozarks Community Action, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor and/or Human Resource personnel. If employees see unfavorable opinions, negative comments or criticism about themselves or Missouri Ozarks Community Action, they should not try to have the post removed or send a written reply that will escalate the situation. This information should instead be forwarded to a supervisor and/or Human Resource personnel.

Employees are not to publish, post, or release any information that is confidential, proprietary, or sensitive. If there are questions about what is considered confidential, proprietary, or sensitive, employees should check with the Human Resources and/or a supervisor.

Employees must get appropriate permission before they refer to or post images of current or former employees, members, vendors, or suppliers. Additionally, employees must get appropriate permission to use a third party's copyrights, copyrighted material, trademarks, service marks, or other intellectual property.

Please note that this policy in no way intends to interfere with an employee's right to engage in protected concerted activities under Section 7 of the National Labor Relations Act.

49. SAFETY POLICY

(See [Appendix D](#)). The company expects workers to follow its safety rules. By signing, you will be held responsible for following these safety rules. Disciplinary action could result when these safety rules are not followed. These safety rules are for your safety only. Please use these safety rules on the job site to keep yourself and others safe.

- Employees must wear seat belts whenever driving for the company.
- Employees must report to work free from the effect/aftereffects of drugs or alcohol.
- To prevent falls, workers must not run in the work area.
- When/where required, employees must wear personal protective equipment-protects you from injury.
- When using knives remember to cut away from the body and keep your off hand out of the line of fire.
- Employees must report hazards, accidents, or maintenance needs by the end of the work shift.
- Prevent knee and ankle injuries-do not jump from loading docks, vehicles, or elevated walkways.
- Clean up spills or water that can create slip hazards.
- Keep floors clear of trip hazards like strapping, boxes, cardboard, and pallets.
- Keep fire exits, fire extinguishers, and emergency eyewash stations clear of obstruction.
- Exit signage and emergency floodlighting must be functional at all times.
- Keep any stacks of material clear of fire sprinkler heads.
- Verify the Material Safety Data Sheet (MSDS) is available for any chemicals stored in the building.
- To prevent back injuries when lifting materials or packages, remember to lift safely.
- Use material handling devices like dollies, carts, pallet jacks or forklifts to move heavy packages.
- Prevent falls from ladders by using three-point contact when climbing ladders.
- Be familiar with the location of the first aid kit and how to contact local emergency services.
- Be familiar with the location of severe weather shelters within the facility or jobsite.

50. GRIEVANCE/APPEAL PROCEDURE

50.1. PURPOSE:

To provide a process for employees to discuss complaints or problems with management and to receive careful consideration and a prompt resolution.

50.2. SCOPE:

This policy applies to all employees. Each employee of MOCA is encouraged to use this procedure as a fair and effective means to resolve work-related complaints and problems. By using the procedure's series of three progressive steps, you can call upon your supervisors and company executives to evaluate your case and decide whether or not you have been treated fairly. You can

use the procedure when you feel a work-related decision is not consistent with established company policies.

50.3. DEFINITION:

Grievance is defined as a condition of employment or application of a policy that the employee thinks is unjust or inequitable and may include such things as discipline, transfer, job posting, selection, unfair assignment of vacation or holiday time, a personal request that was denied, etc. You cannot use the procedure to appeal decisions related to MOCA's responsibility to determine corporate direction or strategy, or operating decisions such as the number and assignment of employees, establishment of rules or conduct, determination of the hours and days of work, starting and quitting times, wages, and benefits, etc.

50.4. PROCEDURE:

Unless otherwise provided for elsewhere under these policies, a complaint of any type will be handled through MOCA's grievance procedure, which provides several options by which any employee may initiate action on a job-related complaint. They include;

- The employee's immediate supervisor, in writing within 5 working days, if not satisfied with the determination made, notify the supervisor taking grievance to the next level. If the employee's supervisor is the subject matter of the complaint, then the employee should notify the next higher-level supervisor.
- The next higher level of management above the immediate supervisor, in writing, if not satisfied with the determination made, submit a formal written grievance to the Executive Director.
- The Executive Director must receive a formal written grievance within 15 working days of the initiation of the grievance. The Executive Director will advise both the employee and the supervisor of the decision in writing within five (5) working days of receipt of the grievance. This decision shall be final, and there will be no other recourse within the agency.
- Client Related Procedure: It is recognized that a person applying for assistance may pose a threat to a staff member's safety. If this occurs, the staff member should immediately contact local law enforcement officials and leave the premises where the threat is posed. The staff member should then report the incident per the above.

51. EMPLOYEE SEPARATION

51.1. PURPOSE:

To ensure timely and accurate processing of employees who are being removed from MOCA payroll, consistent with positive employee relations practices.

51.2. SCOPE:

This policy applies to employees at all locations.

51.3. DEFINITIONS:

The categories of separation and their definitions are:

- **“Resignation”** means a voluntary separation or an absence of three or more consecutive working days without notice to MOCA, including from an employee’s resignation, failure to return from reduction in force upon recall, or release.
- **“Release”** means a separation in which the employee is not qualified or adapted for the type of work assigned and no other assignment is available. Release usually results from no fault of the employee. Employees who are unable to perform satisfactorily during the new employee orientation period will be considered released.
- **“Death”** means the death of an employee.
- **“Retirement”** means retirement from active employment with MOCA in accordance with MOCA’s retirement policies then in effect.
- **“Reduction in force”**: see Reduction in Force and Recall.
- **“Temporary reduction”** means work is no longer available, but recall is expected within 12 months.
- **“Permanent reduction”** means work is no longer available and recall is not expected (*e.g.*, job eliminated, contract expired, department closed, etc.).
- **“Discharge”** means a separation in which the employee is removed from the payroll for violation of employee standards of conduct or safety regulations, unsatisfactory job performance, or any other reason deemed by MOCA to warrant discharge.

51.4. PROCEDURE:

51.4.1. Notice to Employee: There are no requirements for advance notice to employees upon separation.

51.4.2. Pay in Lieu of Notice: Where a future date is established for separation, immediate removal from duties may occasionally be desirable to minimize the adverse effect on other employees or to allow the separated employee to seek new employment. In such cases, up to two weeks' pay may be provided in lieu of notice. The prior approval of the Executive Director must be secured by the supervisor.

51.4.3. Management:

- **Approvals:** When an employee is released, separated due to a reduction in force, or discharged, written approvals will be required from the Executive Director.
- **Change in Status:** The immediate supervisor of the separated employee is responsible for initiating the Change of Status and designating the appropriate separation code.
- **Resignation:** An employee who resigns, with or without notice, will be asked immediately by the Supervisor to complete a voluntary resignation from (copy following) (See [Appendix N](#)). The completed notice will be forwarded to the Administrative Assistant for the filing in the employee's permanent record.
- **Return of Equipment and Keys:** Prior to the last day of work, the supervisor must obtain all equipment and keys from the separated employee.
- **Exit Interview:** Separated employees, whether voluntary or involuntary will be mailed an Exit Interview. (See [Appendix O](#)). Administrative Assistant will mail out an exit interview.

51.4.4. Eligibility for Accrued and Unused Annual Leave

An employee who resigns will be entitled to receive all accrued and unused annual leave (this does not include sick leave or personal days) if:

- You give 2 weeks' notice to your immediate supervisor and copied to program director,
- You return all agency property and equipment, and
- You are in good standing.

51.4.5. Employment References for Separated Employees Refer to Personnel Records and Privacy.

52. BENEFIT ELIGIBILITY

Generally, when an employee is separated, benefit credits are lost (beyond those paid for at the time of termination), with these exceptions:

- **Reduction in Force:** Employees on temporary reduction may retain benefit credits. Health insurance may be paid by MOCA, if possible, within budget requirements, for two months, after which the employee may elect to purchase coverage in accordance with applicable laws.
- **Health Insurance Benefits:** Extended coverage and conversion privileges of the health benefit plan are provided in accordance with applicable laws. The separating employee must make arrangements to pay for extended benefits, with the Administrative Assistant, during the exit interview.
- **The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA)** gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under MOCA's health plan when a qualifying event would normally result in the loss of eligibility.
 - Some common qualifying events are resignation, termination of employment, death of an employee, reduction in an employee's hours or a leave of absence, employees divorce or legal separation, or a dependent child no longer meeting eligibility requirements.
 - MOCA provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under MOCA's health insurance plan. The notice contains important information about the employee's rights and obligation

53. REDUCTION IN FORCE AND RECALL

53.1. PURPOSE:

To provide guidelines for reduction in the work force and recall procedures.

53.2. SCOPE:

This policy applies to all employees.

53.3. POLICY:

Economic conditions, changes in technology or other unforeseen circumstances may require adjustments in staff levels by means of a personnel reduction in force (RIF). Before competent employees are separated due to lack of work, MOCA will explore reasonable possibilities for reassignment. Liaison concerning this subject will be maintained with the Executive Director by Department Directors to accomplish any possible inter-department transfers of personnel.

53.4. DEFINITIONS:

Reduction in Force ("*RIF*") includes two definitions:

- "*Temporary RIF*" means that work is no longer available, but recall to work is expected within 12 months.
- "*Permanent RIF*" means work is no longer available and recall to work is not expected (e.g., job eliminated, contract expired, department closed, etc.).

53.5. PROCEDURE FOR REDUCTION IN FORCE:

- 53.5.1.** These procedures will guide decreases in the work force.
- 53.5.2.** When the number of employees must be reduced, employee performance will generally govern. Where two or more employees are of similar ability, length of service may also be a consideration.
- 53.5.3.** The best interest of MOCA will be the determining factor when employees must be reduced, regardless of the department where the financial reduction occurs.
- 53.5.4.** The company may occasionally retain certain employees without regard to length of service because of the employee's special knowledge, skill, training, or experience.
- 53.5.5.** Written management approvals for RIFs are required as provided in Employee Separation.

- 53.5.6. When possible, two weeks 'notice will be given to employees scheduled to be separated due to RIF.
- 53.5.7. Employees on temporary RIF may elect to retain benefit credit for benefit plan purposes if recall is expected within twelve months. Retention or release of benefit credits must be elected in total (*i.e.* cannot maintain time in service and receive payment for accrued leave).

53.6. PROCEDURE FOR RECALL:

These guidelines will guide increases in the work force due to recall:

- 53.6.1. Before hiring new employees from outside MOCA, recall from RIF will be made of qualified employees separated within the past 12 months. Management shall have sole discretion in determining whether an employee is qualified or can become qualified after a reasonable training period.
- 53.6.2. When considering recall of employees with similar skills and abilities to positions for which they qualify, past performance and date of hire will be considered as primary selection criteria. Employees recalled will not be required to serve a new orientation period.
- 53.6.3. A recalled employee will be notified by certified letter sent by the Executive Director. Telephone contact may also be used as appropriate. If the employees do not contact MOCA to make satisfactory arrangements or return to work within five business days of the mailing date of the letter, the employee will be terminated and will be eligible for reinstatement to the recall list only if some exceptional circumstances prevented the employee from responding.

54. CONFLICT OF INTEREST POLICIES BY PROGRAM

54.1. Applications for Low Income Home Energy Assistance Program ("LIHEAP")

54.1.1. EMPLOYEE AND EMPLOYEE-RELATED APPLICATIONS:

- Applications for LIHEAP completed by an agency employee or immediate family member of an agency employee must be processed by using specific requirements in order to protect the confidentiality of the employee or employee's family member.

NOTE: Agency employees are entitled to apply for LIHEAP services without fear of repercussion or loss of employment.

- Eligibility is based on the same eligibility requirements as any other LIHEAP applicant. Agency employees and/or family members will not be provided preferential treatment and should be treated the same as any other applicant for services.
- Employee and Employee-Related applications will be processed as follows:
 - The application must be returned to the agency service area in which the employee/employee family member resides.
 - The application must be processed and determined eligible/ineligible by a Manger/Supervisor.

NOTE: Agencies may assign no more than one (1) LIHEAP staff member to be deemed a "confidential processor" who may process employee/employee-related cases to be validated by a manager.

- The LIHEAP eligibility decision must be reviewed and validated for correct eligibility determination by a second Manager/Supervisor. The validation should be documented. (Using a check sheet, initials, etc.)

NOTE: The confidential processor may not be used in the capacity of validating cases. All validations must be completed by a Manager/Supervisor.

- Employee and Employee-Related applications for LIHEAP services must be stored and maintained in a confidential/secure area separate from the general filing area where all other LIHEAP applications are stored.

- Agencies will have written policy which addresses how employees/employee-related applications will be processed and maintained. This written policy will be documented in the agency's administrative or personnel manual. Reference to the LIHEAP Policy and Procedures manual is not considered compliant with the agencies requirement to have written policy.
- Once LIHEAP eligibility and validation have occurred, all future case decisions/follow up must still be handled by the Manager/Supervisor or confidential processor. This includes any Energy Crisis Intervention Program (ECIP) determinations, pledges, etc. At no time should any other staff members be involved in processing the employee or employee-related case.

54.2. Weatherization (Per DED/DE Administrative Policies and Procedures):

No party to this subgrant, nor any officer, agent, or employee of either party to this subgrant, shall participate in any decision related to such subgrant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly.

The subgrantee is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the subgrantee for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

Subgrantee and State employees or their relatives shall not engage in any activity or employment in which there is significant potential for or the appearance of the conflict of interest with functions of LIWAP. Conflict of interest is any activity or employment which would tend to influence a decision; create a bias or prejudice which would favor one side or the other in conflict with the employee's duties; or which conflicts with the accomplishment of LIWAP's mission.

"Preferential treatment," or the appearance of preferential treatment could constitute a conflict of interest in:

- (1) determining eligibility;
- (2) altering the time frame in which the client is served without just cause;
- (3) installing excessive measures or measures that are not normally installed by that subgrantee; or
- (4) expending an amount of funds on the home that is significantly in excess of the subgrantee's average cost per home.

A “*relative*” is defined as an employee’s spouse, child, grandchild, parent, grandparent, brother or sister (including half-brother and half-sister), their spouses, and the parent, brother, sister or child of an employee’s spouse; or a domestic partner.

For purposes of only this policy, the term “*domestic partner*” means an adult (18 years of age or older) of the same sex or opposite sex who:

- (1) is not related to the employee under the definitions above;
- (2) who shares a primary residence, or otherwise is in a relationship of mutual financial support with the employee; and
- (3) who intends to remain in such relationship for the indefinite future.

For purposes of this policy, “*conflict of interest*” describes any circumstance that would cast doubt on an employee’s ability to act with objectivity in the performance of the duties of the LIWAP. Activities which could raise a question of conflict of interest include, but are not limited to, the following:

- (1) Having a direct connection to the weatherization process of one’s own home, or a relative’s home.
- (2) Having multiple duties within the subgrantee organization without oversight (segregation of duties).
- (3) Outside employment with a contracting firm that provides LIWAP services.

Subgrantee or State employment does not constitute an automatic bar from receiving LIWAP services. Subgrantees with an employee or board member, or an employee’s or board member’s relative wishing to receive LIWAP service must contact DED/DE in writing (email is acceptable) for approval immediately upon receiving the employee’s/board member’s application, or the employee’s/board member’s relative’s application. After the audit, the subgrantee must submit the NEAT/MHEA Input Report and Recommended Measures to DED/DE for approval before any materials are purchased for the home, and prior to any work being done on the home. If no conflict is determined, DED/DE will provide written approval to the subgrantee to proceed with weatherization. That approval must be placed in the client file and uploaded to MoWAP. DED/DE may not provide reimbursement for homes weatherized in which there was a conflict of interest. **If the employee leaves employment with the subgrantee at any time after DED/DE has been notified, the subgrantee must continue to treat the home in the same manner as if the employee had not left.**

The subgrantee must also follow any part of its own conflict of interest policy that is not addressed in the DED/DE conflict of interest policy.

54.3. Pulaski County PHA-HUD (per DED Administrative Policies and Procedures):

No party to this subgrant, nor any officer, agent, or employee of either party to this subgrant, shall participate in any decision related to such subgrant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly.

The subgrantee is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the subgrantee for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

Subgrantee and State employees or their relatives shall not engage in any activity or employment in which there is significant potential for or the appearance of the conflict of interest with functions of LIWAP. Conflict of interest is any activity or employment which would tend to influence a decision; create a bias or prejudice which would favor one side or the other in conflict with the employee's duties; or which conflicts with the accomplishment of LIWAP's mission.

"Preferential treatment," or the appearance of preferential treatment, could constitute a conflict of interest in:

- (1) determining eligibility;
- (2) altering the time frame in which the client is served without just cause;
- (3) installing excessive measures or measures that are not normally installed by that subgrantee; or
- (4) expending an amount of funds on the home that is significantly in excess of the subgrantee's average cost per home.

A **"relative"** is defined as an employee's spouse, child, grandchild, parent, grandparent, brother or sister (including half-brother and half-sister), their spouses, and the parent, brother, sister or child of an employee's spouse; or a domestic partner.

For purposes of only this policy, the term **"domestic partner"** means an adult (18 years of age or older) of the same sex or opposite sex who:

- (1) is not related to the employee under the definitions above;
- (2) who shares a primary residence, or otherwise is in a relationship of mutual financial support with the employee; and
- (3) who intends to remain in such relationship for the indefinite future.

For purposes of this policy, **"conflict of interest"** describes any circumstance that would cast doubt on an employee's ability to act with objectivity in the performance of the duties of the LIWAP.

Activities which could raise a question of conflict of interest include, but are not limited to, the following:

- (1) Having a direct connection to the weatherization process of one's own home, or a relative's home.
- (2) Having multiple duties within the subgrantee organization without oversight (segregation of duties).
- (3) Outside employment with a contracting firm that provides LIWAP services.

Subgrantee or State employment does not constitute an automatic bar from receiving LIWAP services. Subgrantees with an employee or board member, or an employee's or board member's relative wishing to receive LIWAP service must contact DED/DE in writing (email is acceptable) for approval immediately upon receiving the employee's/board member's application, or the employee's/board member's relative's application. After the audit, the subgrantee must submit the NEAT/MHEA Input Report and Recommended Measures to DED/DE for approval before any materials are purchased for the home, and prior to any work being done on the home. If no conflict is determined, DED/DE will provide written approval to the subgrantee to proceed with weatherization. That approval must be placed in the client file and uploaded to MoWAP. DED/DE may not provide reimbursement for homes weatherized in which there was a conflict of interest. If the employee leaves employment with the subgrantee at any time after DED/DE has been notified, the subgrantee must continue to treat the home in the same manner as if the employee had not left.

The subgrantee must also follow any part of its own conflict of interest policy that is not addressed in the DED/DE conflict of interest policy.

54.4. Community Services (Per CSBG Contract Guidelines)

4.4.1 The Contractor certifies that the Contractor has no other contractual or other relationships which create any actual or appearance of conflict of interest. During the term of the Contract neither the Contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.

- a. In the event the Contractor becomes aware of any circumstances that may create a conflict of interest the Contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
- b. The Contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Department in

writing within seven (7) business days after the conflict or appearance of a conflict is discovered.

- c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
 - 1) Exercising any or all of the Department's rights and remedies under the Contract, up to and including terminating the Contract with or without cause; or
 - 2) Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
 - 3) Taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the Contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. No person having such interest shall be employed or conveyed an interest, directly or indirectly, in the Contract.

4.4.3 The Contractor certifies that:

1. no State of Missouri employee assisted the Contractor in obtaining this Contract or will participate in the performance of this Contract if such involvement constitutes a conflict of interest;
2. no State of Missouri employee shall be compensated under this Contract for duties performed in the course of his/her state employment; and
3. before any State of Missouri employee may be involved in the performance of this Contract written approval shall be obtained from the Director of the Department.

4.4.4 In the event the Contractor is a not-for-profit agency, Contractor board members must abstain from voting on any funding proposal relating to this Contract, in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

4.4.5 No monies provided by the Department under this Contract shall be used to promote or further nepotism.

4.4.6 The Contractor shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.

APPENDIX A

NEW EMPLOYEE FILE CHECKLIST

Name: _____

- Personnel/Payroll Action _____
- Job Description _____
- Personal Information _____
- Privacy/Confidentiality Agreement _____
- I-verified background/MVR release _____
- Seat Belt Usage Policy _____
- Standards of Conduct _____
- Conflict of Interest _____
- Drug and/or Alcohol Test Release/Consent _____
- MOCA Computer, Information and Technology Policy _____
- Employee Manual Receipt _____
- Head Start Physical _____
- Harassment Policy _____
- Social Media Policy _____
- Photo release _____

- MOVECHS release _____

- Driving Record _____
(Required for anyone driving a MOCA Vehicle)
- Criminal Background Check (completed by administrative assistant) _____
- MO-W4- faxed to 573-526-8079 along with verification report _____
- W-4 _____
- Direct Deposit (voided check) _____
- Pre-Employment Reference Verification _____
- Benefit Sheet _____
- MOCA Universal Enrollment health/life/dental _____
- About MACA _____
- State MACA Enrollment _____
- Local MACA Enrollment _____
- Retirement enrollment _____
- E-Verify _____
- I-9, Social Sec Card, Driver's license _____
- Community Action History _____
- MOCA Agency Programs _____

I certify I have been provided and or reviewed the above listed.

Employee Signature

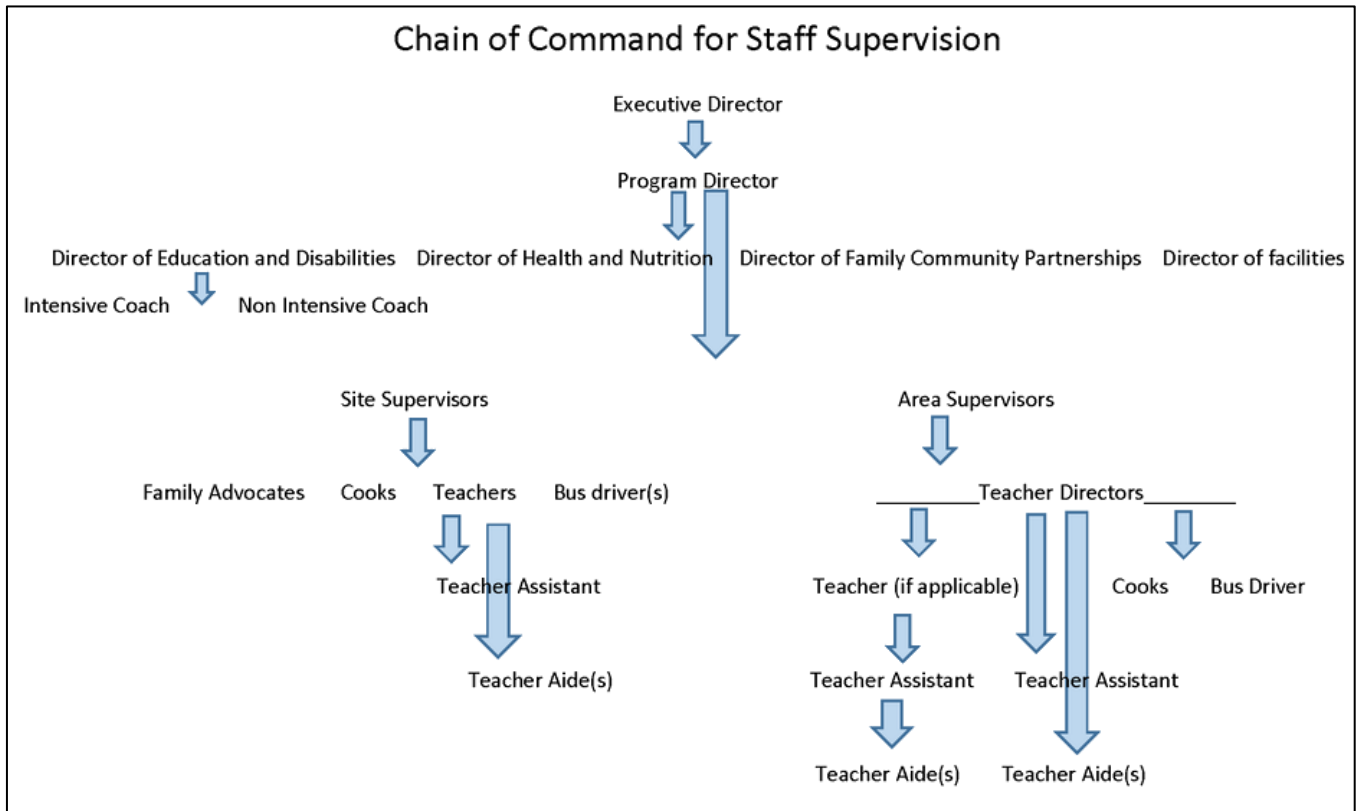
Date

Administrative Assistant

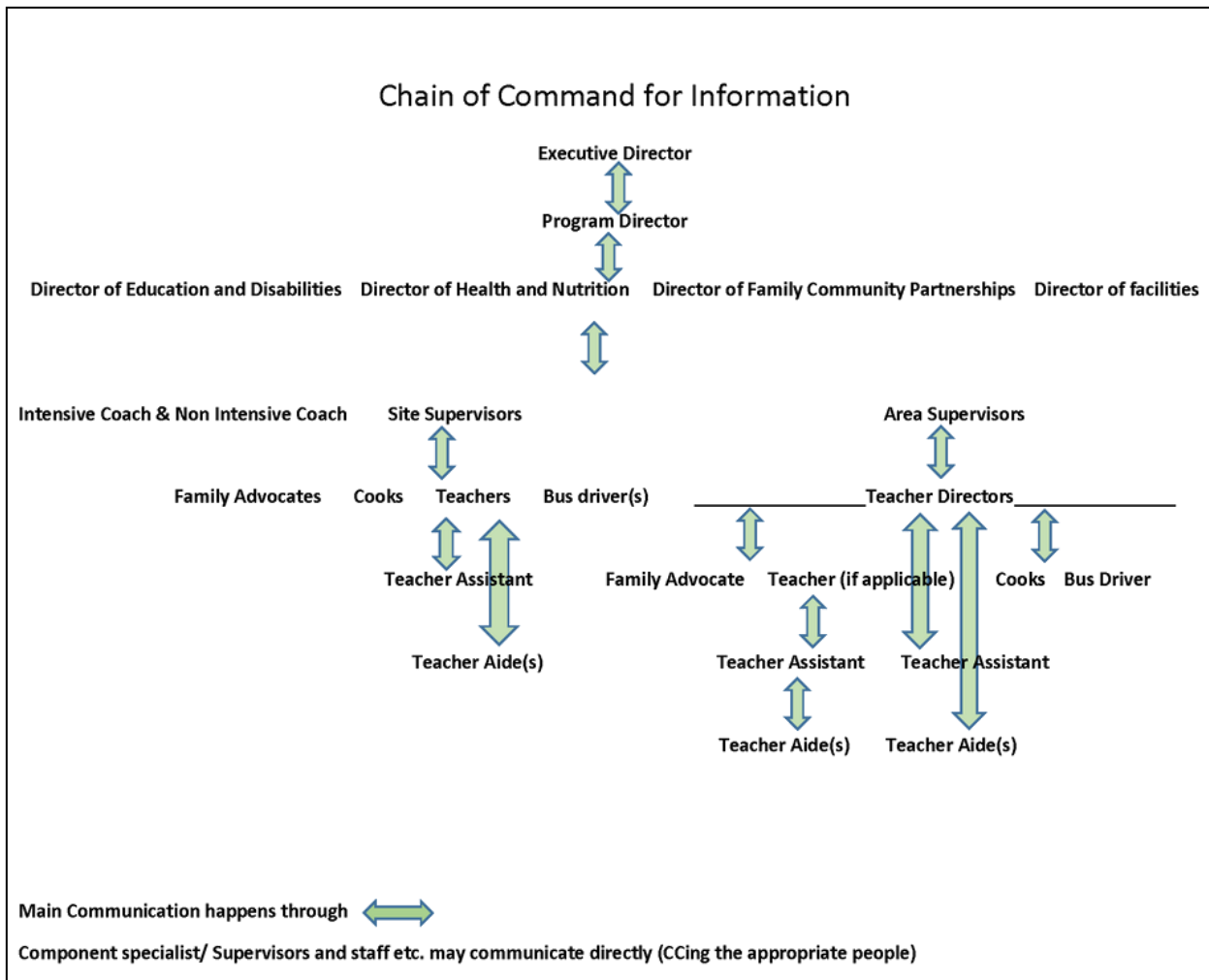
Date

APPENDIX B:

EHS/HS CHAIN OF COMMAND FLOWCHARTS



Appendix B



Appendix C:

DRUG AND ALCOHOL TEST FOR EMPLOYEES AND APPLICANTS RELEASE AND CONSENT FORM

I, _____, have received a copy of the Missouri Ozarks Community Action, Inc., Substance Abuse Policy. I acknowledge that I must read and understand the Policy, and that if I have any questions about the Policy, I will ask management for clarification.

I hereby consent to the taking of a test for alcohol, drugs, including marijuana “THC,” and other controlled substances in accordance with Company Policy. I understand that this test may require my providing a urine, blood, or breathe sample. I understand that I may be required to advise the testing facility used, and that I may be required to report specific drugs or treatments that I am receiving in order to avoid any confusion in the test results.

I fully waive, in advance, any right to complain about undergoing a test or providing information requested by Missouri Ozarks Community Action, Inc., or its agents or representatives, and I understand that this form will be treated as my prior consent to any testing that MOCA or its agents or representatives deem appropriate.

I also consent to the release of my test results to MOCA. I fully release MOCA and its officers, employees, agents, and representatives from any and all liability arising from or related to a drug and/or alcohol test, including but not limited to reliance on any test results furnished by the testing facility.

I understand that if, in the opinion of a medical professional or substance abuse specialist, my tests results are positive, MOCA may take action against me under the Policy.

I understand that this Consent form is not a contract of employment and that I have the right to resign employment anytime, for any reason, and that MOCA reserves the same right regarding terminating my employment.

AGREED:

Printed Name

Signature

Date

APPENDIX D:

SAFETY POLICY

The company expects workers to follow its safety rules. By signing below, I acknowledge and agree that I am responsible for following the safety rules listed below and that I may be disciplined in the event that I fail to follow any one or more of the safety rules listed below. I will use the following safety rules on the jobsite to keep myself and others safe:

- Employees must wear seat belts whenever driving or being an occupant for the company.
- Employees must report to work free from the effect/aftereffects of drugs or alcohol.
- To prevent falls, workers must not run in the work area.
- When/where required, employees must wear personal protective equipment-protects you from injury.
- When using knives remember to cut away from the body and keep your off hand out of the line of fire.
- Employees must report hazards, accidents or maintenance needs by the end of the work shift.
- Prevent knee and ankle injuries-do not jump from loading docks, vehicles or elevated walkways.
- Clean up spills or water that can create slip hazards.
- Keep floors clear of trip hazards like strapping, boxes, cardboard and pallets.
- Keep fire exits, fire extinguishers, emergency eyewash stations clear of obstruction.
- Exit signage and emergency floodlighting must be functional at all times.
- Keep any stacks of material clear of fire sprinkler heads.
- Verify the Safety Data Sheets (SDS) is available for any chemicals stored in the building.
- To prevent back injuries when lifting materials or packages, remember to lift safely.
- Use material handling devices like dollies, carts, pallet jacks or forklifts to move heavy packages.
- Prevent falls from ladders by using three-point contact when climbing ladders.
- Be familiar with the location of the first aid kit and how to contact local emergency services.
- Be familiar with the location of severe weather shelters within the facility or jobsite.

Printed Name

Signature

Date

APPENDIX E:

SEAT BELT USAGE POLICY

Missouri Ozarks Community Action recognizes that seat belts are extremely effective in preventing injuries and loss of life.

It is a simple fact that wearing your seat belt can reduce your risk of dying in a traffic crash by 45 percent in a car and as much as 60 percent in a truck or SUV.

We care about our employees and want to make sure that no one is injured or killed in a tragedy that could have been prevented by the use of seat belts.

Therefore, all employees of Missouri Ozarks Community Action must wear seat belts when operating a company-owned vehicle, or any vehicle on company premises or on company business. All occupants are to wear seat belts or, where appropriate, required child restraints when riding in a company-owned vehicle or in a personal vehicle being used for company business.

All employees and their families are strongly encouraged to always use seat belts and the proper child restraints whenever they are driving or riding in any vehicle, in any seating position.

Failure to abide by this policy could result in disciplinary action or, in the event of an injury, a reduction in workers compensation benefits.

Printed Name

Signature

Date

APPENDIX F:

CONFLICT OF INTEREST

No employee, officer or agent of this agency shall participate in the selection, award or administration of a contract when he/she or any member or his/her immediate family, partner or organization in which they or their immediate family or partner has any financial interest or with whom he/she, his/her immediate family or partner is negotiating or has any arrangement concerning prospective or current employment. This includes employees taking applications for client services.

MOCA's employees, officers and agents who engage in awarding and administering contracts shall neither solicit nor accept gratuities, favors, gifts, money or anything of monetary value from contractors or potential contractors. Agency employees are further charged to report any offers of monies, gifts, gratuities, favors or anything of monetary value by a contractor or potential contractor to their immediate supervisor at the earliest opportunity. Any employee who is violating this section may be immediately discharged.

Statement of Understanding and Acceptance:

I have read and understand the Standards of Conduct above. I understand that I am subject to disciplinary action for their violation and that a signed copy of this document will be placed in my personnel file.

Printed Name

Signature

Date

APPENDIX G:

STANDARD OF CONDUCT

Purpose:

The purpose of this policy is to define certain standards of conduct that are the minimum acceptable level of personnel and professional conduct of any employee or volunteer.

Scope:

This policy applies to all employees and volunteers.

Policy:

All staff, consultants, and volunteers must abide by the following standards of conduct:

- I. They will respect and promote the unique identity of each child and family and refrain from stereotyping and/or engaging in unlawful discrimination or harassment.
- II. They will follow program confidentiality policies concerning information about children, families, and other staff members, including after termination.
- III. No child will be left alone or unsupervised while under their care; and
- IV. They will use positive methods of child guidance and will not engage in corporal punishment, emotional or physical abuse, or humiliation. In addition, they will not employ methods of discipline that involve isolation, the use of food as punishment or reward, or the denial of basic needs.

All employees engaged in the award and administration of contracts or other financial awards must sign a statement that they will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.

No employee, officer or agent of this agency shall participate in the selection, award or administration of a contract when he/she or any member or his/her immediate family, partner or organization in which they or their immediate family or partner has any financial interest or with whom he/she, his/her immediate family or partner is negotiating or has any arrangement concerning prospective or current employment. This includes employees taking applications for client services.

MOCA's employees, officers, and agents who engage in awarding and administering contracts shall neither solicit nor accept gratuities, favors, gifts, money, or anything of monetary value from

Appendix G

contractors or potential contractors. Agency employees are further charged to report any offers of monies, gifts, gratuities, favors or anything of monetary value by a contractor or potential contractor to their immediate supervisor at the earliest opportunity. Any employee who is violating this section may be immediately discharged.

Statement of Understanding and Acceptance:

I have read and understand the Standards of Conduct above. I understand that I am subject to disciplinary action for their violation and that a signed copy of this document will be placed in my personnel file.

Printed Name

Signature

Date

APPENDIX H:

CONFIDENTIALITY PURPOSE:

The purpose of this policy is to ensure that information obtained is maintained in private and protected from intentional or inadvertent exposure

Policy:

Family information and files will be maintained and kept confidential.

Definition:

“Personally identifiable information” means any information that can be associated with any individual, family, or group that is participating, has participated, or has applied to participate in a program.

“Release of information” means the transfer of information by written, spoken, or gestured communication.

Procedure:

1. The information maintained in MOCA files, information about families that has come to the staff as a result of their relationship with the family and position at MOCA, and all information about families who have applied to the program is kept confidential **even after termination**.
2. MOCA staff will not engage in gossip within the organization or larger community. MOCA staff must maintain a reputation for safeguarding information about others and respecting the privacy of everyone in the community.
3. MOCA staff will not discuss, in any personally identifiable manner, children or families with any individual who is not the parent or guardian of the child, unless otherwise required by law.
4. MOCA staff will not discuss children or families with other staff, except as is necessary for the good provision of services offered by our agency and the welfare of the children we serve.
5. Paper records will be kept in locked cabinets when not under the direct control of their custodian.
6. Paper records will not be displayed in any manner that would allow casual observers to obtain any personally identifiable information. Such material should be kept face down when not in actual use by MOCA staff.
7. Electronic records will only be maintained in password protected computers or storage devices.
8. Computers will have timed out features set to ensure that computers left unattended automatically return to a secure condition.

Appendix H

9. Computer monitors will be positioned so that casual observation of personally identifiable information does not occur.
10. Personally identifiable information will not be removed from the center at any time, except for transfer to the Central Office or permanent storage.
11. Release of information to third parties will occur only with the immediate written informed consent of the parent or guardian, by court order, or as otherwise required by law.
12. Confidentiality is to be maintained at all levels of program operation.
13. All program documents are the property of Missouri Ozarks Community Action, Inc.
14. Parents have the right to reasonable access to their child's file. Parents will make an appointment with the Center Director for the purpose of reviewing records. Parents will be granted access to their child and families records within one week of their request.
15. Parental review of records will occur only in the presence of MOCA staff.
16. Staff will make one copy of any needed documentation identified by the parent. However, files will not be copied in their entirety except by reasonable written notice from the parent and the written approval of the Center Director.
17. Center Directors will ensure that files viewed by parents do not contain personally identifiable information of other children or personally identifiable information of staff members, to which the staff member has a reasonable expectation of privacy.
18. All documents containing personally identifiable information that are no longer needed by the program will be destroyed in such a way as to ensure the privacy of the family and the information contain in the document. In most cases, that means destruction by shredding.
19. MOCA will maintain confidentiality and shall respect the family's right to privacy.
20. MOCA staff will refrain from disclosure of confidential information and intrusion into lives of families, except where our legal obligation to protect the welfare of children requires the release of information to appropriate state authorities.

The violation of family or child privacy by the release of information obtained from any source, for any reason, will result in disciplinary action, up to and including possible termination.

Printed Name

Signature

Date

APPENDIX I:

PROHIBITION AGAINST HARASSMENT AND RETALIATION POLICY

MOCA strictly prohibits and does not tolerate unlawful harassment against employees or any other covered persons because of race, color, religion, creed, national origin, ancestry, sex (including pregnancy), gender (including sexual orientation, gender identity and status as a transgender or transsexual individual), age (40 or over), physical or mental disability, citizenship, genetic information, past current, or prospective service in the uniformed services, HIV/AIDS status, or any other characteristic protected under applicable federal, state, or local law.

MOCA will not tolerate any form of sexual harassment, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually related comments, or jokes, unwelcome sexual advances, or requests for sexual favors).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying sexually suggestive posters, cartoons, or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform).

Other forms of harassment often take a similar form to sexual harassment and includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, derogatory comments, or jokes).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying derogatory posters, cartoons, drawings, or making derogatory gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

The lists provided above are illustrative only, and not exhaustive. No form of harassment will be tolerated. Harassment is prohibited both at the workplace, at employer-sponsored events, and while traveling for work.

COMPLAINT PROCEDURE:

Complaints of harassment of any type will be handled through MOCA's grievance procedure, which provides several options by which any employee may initiate action on a job-related complaint. They include:

1. If you are subjected to any conduct that you believe violates this policy or witness any such conduct, you must promptly speak to, write, or otherwise contact the Executive

APPENDIX I:

Administrative Assistant, ideally within five (5) days of the offending conduct.

2. Although not mandatory, your complaint should be in writing. (**See Appendix L for MOCA's Harassment Complaint Form**). Your complaint should also be as detailed as possible, including the names of all individuals involved and any witnesses. MOCA will directly and thoroughly investigate the facts and circumstances of all claims of perceived harassment and will take prompt corrective action, if appropriate.
3. The Executive Administrative Assistant is charged with forwarding your complaint to the Executive Director without delay. The Executive Director will then either commence an investigation or will appoint a director-level employee to conduct a full and complete. Once the Executive Director has selected the appropriate individual to lead the investigation, the Executive Administrative Assistant will notify you of the individual selected to investigate your grievance.
4. If you have not received notice of the investigator within five (5) days after reporting any incident of what you perceive to be harassment, then immediately submit notice of your complaint in writing directly to the Executive Director.
5. The individual charged with investigating your complaint will undertake every effort to complete his or her investigation and issue his or her investigation reports within 10 days from the date he or she receives the investigation assignment. If the investigator requires more than 10 days to complete his or her investigation and issue his or her investigation findings, then the investigator will notify you prior to the expiration of the tenth day to inform you that additional time will be required and will provide you a reasonable estimate of how much additional time is needed to complete the investigation.
6. Substantiated complaints will result in prompt remedial action by MOCA, and may include discipline, up to and including dismissal, of the perpetrator. Unsubstantiated complaints which MOCA determines were made in a knowingly false manner, or to harass or intimidate another employee, will likewise result in prompt remedial action, including discipline, of the individual who knowingly filed a false complaint.
7. MOCA will not retaliate against any individual who files a complaint in good faith, and will strive to ensure confidentiality of the complaint to the extent possible.

Threats Imposed by Individuals Applying for Assistance:

1. It is recognized that a person applying for assistance may pose a threat to a staff member's safety.

Appendix I

2. If this occurs the staff member should immediately contact local law enforcement officials and leave the premises where the threat is posed. The staff member should then report the incident per the above complaint procedures.
3. Client harassment, which does not pose an immediate safety threat, should be reported per the above complaint procedures

No Retaliation

No one will be subject to, and MOCA prohibits, any form of retaliation for good-faith reporting of incidents of harassment of any kind, pursuing any harassment claim, or cooperating in related investigations.

Printed Name

Signature

Date

APPENDIX J:

COMPUTER AND TECHNOLOGY POLICY

Privacy:

1. MOCA has the right, but not the duty, to monitor any and all aspects of the computer system, including employee e-mail, to ensure compliance with this policy. Employees should not have the expectation of privacy in anything they create, store, send, or receive on any MOCA computer or through the MOCA network, even if the employee utilizes the network through his or her own personal electronic device.
2. Users grant permission to MOCA to include their name, Internet address, business address, and business telephone number in publicly accessible directories, databases, and documents, including a staff directory on the World Wide Web. All other personal information will be considered confidential and will not be published or released in any form without written permission.

Confidentiality:

All information about clients receiving services from MOCA and staff employed by MOCA is confidential. No information may be shared with any person or organization outside MOCA without the prior written permission of the family or individual, except as mandated by Missouri Law (Exceptions to Prior Consent, OAR 581-21-340) and MOCA policy. MOCA staff and volunteers should strive to protect the privacy of families in the program and should view or print confidential family information only when it is necessary to do so to better serve the family. Information concerning personnel employed by MOCA will not be viewed or utilized except for official and necessary purposes.

In the matter of smartphones and tablets it is prohibited to save any client information to the physical device. This is to protect the confidentiality of our clients.

Personal email accounts are not to be used on MOCA mobile devices (tablets, smartphones).

Responsibility:

1. MOCA is not responsible for the actions of individual users. This policy may be amended or revised periodically as the need arises.
2. Users must report all lost or stolen mobile devices first to proper authorities and then to Missouri Ozarks Community Action IT immediately.

Appendix J

Statement of Understanding: I have read and will agree to comply with the foregoing Computer and Technology Policy, the rules and conditions governing the use of MOCA computers, network resources, social media, and services. I understand that a violation of this policy may result in the loss of computer and network access and/or disciplinary action, up to and including termination, and/or legal action.

Printed Name

Signature

Date

APPENDIX K:

MOCA's SOCIAL MEDIA POLICY

INTRODUCTION:

The use of social media by employees presents certain risks and carries with it certain responsibilities. Employees should be aware of the effect their use of social media may have on their reputation, as well as the reputation of Missouri Ozarks Community Action. The information that employees post or publish using social media will in all likelihood be public information for a very long time. Consequently, Missouri Ozarks Community Action has established this policy to provide guidance for employees regarding the acceptable use of social media.

This policy applies to the following situations: (1) professional use of social media on behalf of Missouri Ozarks Community Action; (2) personal use of social media when it is related to Missouri Ozarks Community Action; and (3) personal use of social media during regular working hours.

Any violations of this policy may result in discipline up to, and including, termination of employment.

DEFINITIONS:

The phrase “***social media***” should be broadly understood to include internet blogs, wikis, micro blogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner.

The phrase “***personal social media***” shall mean any social media not sponsored by Missouri Ozarks Community Action.

The phrase “***computer systems***” shall mean any electronic device that is capable of transmitting information to the internet, including but not limited to cellular telephones, smartphones, laptop computers, desktop computers, and tablet computers.

ACCEPTABLE USE:

Missouri Ozarks Community Action computer systems are to be used for business purposes only.

Personal use of social media on other computer systems should never interfere with an employee's job responsibilities.

No employee has the authority to speak on behalf of Missouri Ozarks Community Action via social media unless the employer expressly gives that authority. Authorized employees must keep the Missouri Ozarks Community Action related social media accounts separate from personal social media accounts. The authority to represent the Missouri Ozarks Community Action via social media does not extend to personal use of social media.

REQUIREMENTS:

Employees should be aware that Missouri Ozarks Community Action may observe any content and information made available by employees through social media, regardless of when and where it is posted. Employees must use their best judgment in posting material.

Employees are required to adhere to the Missouri Ozarks Community Action Code of Conduct, Employee Handbook, and anti-harassment and anti-discrimination policies when using social media in reference to Missouri Ozarks Community Action. Subject to applicable law, personal use of social media that violates the Missouri Ozarks Community Action Code of Conduct or any other Missouri Ozarks Community Action policies may subject an employee to disciplinary action or termination.

Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, discriminatory, harassing, libelous, or that can create a hostile work environment.

If employees encounter a confrontational situation while using social media related to Missouri Ozarks Community Action, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor and/or Human Resource personnel. If employees see unfavorable opinions, negative comments or criticism about themselves or Missouri Ozarks Community Action, they should not try to have the post removed or send a written reply that will escalate the situation. This information should instead be forwarded to a supervisor and/or Human Resource personnel.

Employees are not to publish, post, or release any information that is confidential, proprietary, or sensitive. If there are questions about what is considered confidential, proprietary, or sensitive, employees should check with Human Resources and/or a supervisor.

Employees must get appropriate permission before they refer to or post images of current or former employees, members, vendors, or suppliers. Additionally, employees must get appropriate permission to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property.

Appendix K

Please note that this policy in no way intends to interfere with an employee's right to engage in protected concerted activities under Section 7 of the National Labor Relations Act.

Printed Name

Signature

Date

APPENDIX L:

GRIEVANCE FORM

GRIEVANCE FORM (MOCA 90-10)

Today's Date: _____

Name of the Complainant: _____

Department: _____

Phone Number: _____

Email Address: _____

Level of Filing:

Name of the Accused:

Department: _____

_____ Relationship of Accused to
Complainant:

Phone Number: _____

Email Address: _____

Date of Incident (if more than one, please report each event on a separate form):

Where did the specific event occur?

APPENDIX L

Please explain the events that occurred

How did you react to the situation? Did you take any action to stop perceived inappropriate behavior?

Describe the harm you have suffered as a result of the event.

Were there any witnesses to this specific event? (If yes, please provide their names.

Is there any physical evidence that supports your complaint? If so, please describe or attach a copy of evidence.

What is your desired outcome of the investigation?

The information provided in this complaint is true and correct to the best of my knowledge. I am willing to cooperate fully in the investigation of my complaint and provide whatever evidence MOCA deems relevant.

Signature

Date

TO BE COMPLETED BY EO OFFICE:

Findings:

Conclusions:

Agreement Yes
 No

Determination Official

Date

APPENDIX M:

CUSTOMER GRIEVANCE/APPEAL POLICY

I. Purpose

As members of MOCA, we believe the individuals and families we serve have the right to receive respectful and responsive services. To ensure this for our customers and/or their representatives, we are committed to providing a way for complaints to be made, application denials to be appealed, and concerns to be resolved.

A grievance is a complaint that can be made about the rules, the people he/she has had contact with, or the environment in which he/she was served, and if a customer feels their application was wrongly denied.

The Customer Grievance/Appeal Policy will be posted for public view at the MOCA central office and posted on the agency website.

It is against MOCA policies for customers filing a grievance or appeal to be criticized, mistreated, or threatened by staff.

II. Procedure

If a client has a problem, complaint about the rules, the people he/she has had contact with, or the environment in which he/she was served, and if a customer feels their application was wrongly denied, the following steps must be taken:

Step 1. Customer complaints must be submitted using MOCA's Customer Grievance/Appeal Form.

Step 2. Written complaints should be mailed to the MOCA Central office, PO Box 69, Richland, MO 65556. From there, the complaint will be distributed to the Executive Director. The Executive Director is responsible for addressing the complaint with discretionary assistance from staff within 10 days of receipt, except in highly unusual circumstances. The Executive Director is responsible for providing a copy of the complaint electronically to the Department (DSS) within 3 business days of receipt.

Step 3. Once the Executive Director has addressed the complaint, the Executive Director will sign and date the Customer Grievance form.

Step 4. The Executive Director will advise the customer of the decision in writing within Fifteen (15) business days, except in highly unusual circumstances. This decision shall be final, and there will be no other recourse within the agency. The Executive Director is responsible for providing a copy of the final disposition of the grievance within three (3) business days electronically to the Department (DSS).

APPENDIX M

CUSTOMER GRIEVANCE FORM

Date: _____

Name: _____

Street No. and Name: _____

City, State, and Zip Code: _____

Phone Number: _____

Email Address: _____

What is the grievance/issue of concern? (Please be specific)

Who have you talked to about this concern? (Please list all)

What was the result? (Please be specific)

TO BE COMPLETED BY MOCA OFFICE:

FINDINGS:

CONCLUSIONS:

Determination Official

Date

APPENDIX N:

VOLUNTARY RESIGNATION

Employee: _____

Department: _____

I voluntarily resign my possession with MOCA effective: _____

My reasons for resigning are as follows:

Forwarding Address: _____

Employee Signature

Date

Department Director Signature

Date

APPENDIX O:

EXIT INTERVIEW QUESTIONNAIRE

We would appreciate it if you took about 8-10 minutes to answer the following questions as honestly as possible. Your responses are treated as confidential and will not become part of your personnel file.

We believe that the information is of vital importance and will assist in analyzing our employee retention and turnover. Thank you for your cooperation!

Name	Employment Date
Department	Termination Date
Position	Manager

What prompted you to seek alternative employment?

<input type="checkbox"/> Type of Work	<input type="checkbox"/> Quality of Supervision
<input type="checkbox"/> Compensation	<input type="checkbox"/> Work Conditions
<input type="checkbox"/> Lack of Recognition	<input type="checkbox"/> Family Circumstances
<input type="checkbox"/> Company Culture	<input type="checkbox"/> Career Advancement Opportunity
<input type="checkbox"/> Business/Product Direction	<input type="checkbox"/> Other: _____

Before making your decision to leave, did you investigate other options that would enable you to stay? Yes No

If "yes", describe : _____

What did you think of your supervision in regard to the following?

	Almost always	Sometimes	Never	Comments
Demonstrated fair and equal treatment				
Provided recognition on the job				

Developed cooperation and teamwork				
Encouraged/listened to suggestions				

Resolved complaints and problems				
Followed policies and practices				

How would you rate the following in relation to your job?

	Excellent		Good	Fair	Poor	Comments
Cooperation within your department						
Cooperation with other departments						
Communications in your department						
Communications within the company as a whole						
Communications between you and your manager						
Morale in your department						
Job Satisfaction						
Training you received						
Growth Potential						

Was your workload usually: [

-] Too great
- [] Varied, but all right
- [] About right [
-] Too light

How did you feel about your salary and the employee benefits?

	Excellent	Good	Fair	Poor	Comments
Base Salary					
Medical Plan					
403B Retirement Plan					
Life Insurance					
Annual Leave					
Sick Leave					
Holidays					
Other					

Are there any other benefits you feel should have been offered?

Yes No

If "Yes", what? _____

Any other comments on benefits? _____

How frequently did you get performance feedback? _____

What were your feelings about the performance review process? _____

How frequently did you have discussions with your manager about your career goals? _____

What did you like most about your job and/or this company? _____

What did you like least about your job and/or this company? _____

Did you feel a part of a team, valued and appreciated? _____

What does your new job offer that your job with this company does not? _____

Why is the new job/company better? _____

Do you have any suggestions for improvement? _____

Have you raised them in the past? _____

Would you recommend this company to a friend as a place to work?
 Yes, without reservations Yes, with reservations No, not at all

Additional comments about your job or this company

