

### TASN Autism and Tertiary Behavior Supports

### TASN Kansas Multi-Tier System of Supports and Alignment

**TASN School Mental Health Initiative** 

TASN ATBS, TASN SMHI, and TASN Kansas MTSS and Alignment Addendum Handbook

2019-2020

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# **HUMAN RESOURCES**

#### Fair Labor Standard Act (FLSA)

TASN Project certified staff are considered to be Exempt Employees with respect to FLSA. Exempt employees are not covered by the FLSA. To qualify for exemption, initially the employee must be considered salaried. In order to be considered salaried the employee must regularly receive a predetermined amount of pay that is not dependent upon the quantity or quality or work performed. The employee must receive full salary for a workweek in which the employee performs any work, regardless of the number of days or hours worked.

#### **Rate of Pay**

All employees' salaries/wages will be identified on contracts and approved by the Board of Directors.

#### **Days of Work**

All staff are employed for 1.0 FTE (260 days).

#### Workday

- 1. Workday is defined as any day that is not considered a legal holiday.
- 2. If an employee cannot be at work, he/she must notify the office or immediate supervisor and enter the information on the employee calendar.
- 3. Licensed staff is expected to follow the schedule that was set when making an appointment or meeting.

#### **Duty and Work Assignments**

Employees are assigned duty and work assignments (both temporary and regular) as dictated by the needs of the TASN ATBS, TASN SMHI & TASN Kansas MTSS Project Activities and Keystone. It is the employer's responsibility (and privilege) to control the work of its employees. This is an employee at-will agreement and notwithstanding any other provision to the contrary, this contract is subject to termination by the employing board of education, without further proceedings and without reference to any other law or contractual arrangement.

# **PAYROLL AND BUSINESS OFFICE**

#### **Benefits**

**Health Insurance** – Keystone Learning Services will contribute the negotiated rate toward the purchase of the adopted health plan for employee only.

Dental Insurance - The project will provide an employee dental plan.

Vision Insurance – The project will provide an employee vision plan.

**Voluntary Benefits** – Short term disability, life insurance, cancer, accident, hospital confinement, critical illness, identity theft, medical flex and dependent flex will be available for employees to choose from at their cost, through payroll deduction. Roth IRA and 403 B plans and KPERS 457 savings plans are available at employee cost, through payroll reduction.

There is an agency imposed one calendar month waiting period for benefits eligibility. New employees will be eligible for benefits on the first day of the month following a full month of employment.

If staff resigns/terminates prior to completing current contract, all benefits will cease at the end of the resignation/termination month.

#### **Absence Reporting**

All staff must call/email the TASN Project Coordinator/Director when they are not working due to illness. In addition, they are to document the absences on their timesheet/calendar in quarter, half and full day increments.

#### **Communication Expenses**

The TASN Project Coordinator/Director shall determine whether staff and Coordinator/Director will be reimbursed a monthly stipend for Communication expenses or for the actual costs of communication expenses following monthly submission of invoices.

#### Inventory

Staff and TASN Project Coordinator/Director in possession of any electronic equipment/hardware purchased by the TASN ATBS, TASN SMHI or TASN MTSS Project must submit a request for a Keystone Inventory sticker to Keystone Accounts Payable. The request must contain the person's mailing address and the type of electronic equipment/hardware, model and serial number, date of purchase, place of purchase and purchase price. Keystone will include the information in our equipment database. Upon receipt of the Keystone Inventory sticker, the sticker must be affixed to the electronic equipment/hardware.

All materials, presentations, photos and video collected or used as part of the TASN Project are under the control of the TASN Project remain available to KSDE, and are subject to work for hire laws. These items are to be housed in an editable form in the project Dropbox or project determined location.

#### **Intellectual Property**

All intellectual property, (materials, school related data/information, student related data/information, presentations, photos, video, Google Drive contents) created, collected or used as part of the project are property of Keystone as employer, but under control of the project. Intellectual property shall not be downloaded or shared via personal email addresses without written permission from Project Leadership. These items are always to be housed in an editable form at Keystone Learning Services and available to the Kansas Department of Education.

#### **Equipment Replacement Procedure**

Project employees are required, upon separation, to return all equipment to the project director with any user names and passwords needed to reset the equipment.

Project equipment replaced or updated may be retained by the project for other work or returned to Keystone for reassignment/disposal.

## LEAVE

#### **Personal Leave**

- 1. Employees are allowed three (3) personal days per year, noncumulative, unless contract specifies otherwise.
- 2. Personal Leave must be recorded on the monthly calendar in quarter, half, three-quarter or full increments.
- 3. Personal leave can be used at any time.
- 4. Contracts shall not be completed with paid personal leave unless administration and/or Board approve the request. If prior approval is not received, leave will be without pay.

Accrued personal leave will not be paid if separation occurs, including retirement.

#### Sick Leave

Employees working 12 months receive 12 days of sick leave available for use at any time (accrued one per month per contract length), unless contract specifies otherwise.

At the end of the school year, any unused leave will be accumulated to seventy (70) sick days, unless contract specifies otherwise.

- 1. Sick days may accumulate to a total of seventy days, unless contract specifies otherwise.
- 2. Sick leave must be reported on the time card/calendar in quarter increments.
- 3. A monthly report of remaining sick leave will appear on paycheck stubs.
- 4. Employees who begin after the start of the contract year and part-time employees will receive a percentage of sick leave according to the percentage of the contract worked. The following formula will be used to determine the earned sick leave for new

hired staff: 0-6 days left to work in the month the employee will earn 0 days of sick leave for that month; 7-16 days worked in the employees first month the new employee will earn ½ day of sick leave for that month; if the new employee works 17 or more days in a month, they will earn one day for their initial month of employment. Each month thereafter the employee will accrue one day of sick leave each month they work.

- 5. If an employee resigns or terminates before the end of said contract and has been paid for un-accrued days, the final paycheck will be adjusted to pay back unearned days.
- 6. Sick leave shall cover absences for the employee's own illness and illness or death within the immediate family. Immediate family shall include parents/step-parents, siblings/step-siblings, spouse/partner, children/stepchildren/dependents, grandparents/step-grandparents and parents-inlaws/step-parents-in-laws, and grandchildren/step-grandchildren of the employee.
- 7. Sick leave will not be approved to complete contract unless administration and or Board approve the request. If prior approval is not received, leave will be without pay.
- 8. Accrued sick leave will not be paid of separation occurs, including retirement.
- 9. Employee on FMLA, extended leave, or disability is responsible to submit to human resource a physician's release to return to work.
- 10. Employees receiving disability pay will follow short-term disability guidelines.

#### **Bereavement Leave**

Each employee shall be allowed three (3) paid non-cumulative bereavement days, for each death in the immediate family. Immediate family shall be defined as: spouse/partner, children/step-children/dependents, parents/step-parents, parents-in-law/step-parents-in-law, siblings/step-siblings, grandparents/step-grandparents, and grandchildren/step-grandchildren. – Please note on timecard/calendar relationship of loved one.

#### **Emergency Leave**

- 1. A maximum of one (1) day emergency leave will be granted to each employee.
- 2. Emergency leave is defined as leave provided for business or activities, which cannot be conducted during time outside of school.
- 3. Requests for this leave must be made orally to the TASN Project Coordinator/Director with written explanation to follow as soon as possible.
- 4. Emergency leave is non-deductible and non-cumulative.
- 5. Emergency leave is granted only if all other applicable leave is exhausted.

#### **Paid Holidays**

Each employee will receive eleven paid holidays. Employees must be employed at the time and resume work after a paid holiday to receive this benefit.

- a. July 4th
- b. Labor Day
- c. Thanksgiving and the day after

- d. Two days before Christmas, Christmas and the day after
- e. New Year's Day
- f. President's Day or Martin Luther King Day (Must be taken between January 1<sub>st</sub> and March 1<sub>st</sub> and calendar must be identified with "H" on the daytaken)
- g. Memorial Day

#### **Paid Vacation**

July 1, certified employees working 12 months will receive 20 vacation days unless otherwise specified on the contract. Non-certified staff working 12 months will receive 20 vacation days. Vacation days are available for use at any time agreeable with the employee and TASN Project Coordinator/Director.

Vacation days will be prorated for employees contracted after the start of said contract year. If an employee in any given year resigns or terminates before fulfilling their contract, days will be prorated and the final paycheck will be adjusted to pay back unearned days.

Vacation days must be used by June 30th of the current fiscal year, any remaining days left at that time will be forfeited. Accrued vacation leave will not be paid if separation occurs, including retirement.

#### **Professional Leave / Tuition Reimbursement**

Professional leave/tuition reimbursement must be approved by the TASN Project Coordinator/Director prior to registration, purchase or travel and lodging. College tuition and fees must be paid by the employee (NOT purchase card). To receive college class reimbursement, verification of passing grade of C or above or verification of course completion when letter grade is not assigned and paid receipt including name of student, name of class and amount paid must be received by TASN Project Coordinator/Director.

#### **Travel Expenses**

Mileage will be reimbursed at the current state rate, effective July 1 of each year.

The number of quarter days allowed begins with and includes the quarter day in which the employee departs on official travel 60 miles or more from employee's domicile and for each quarter day thereafter, including the quarter day in which the employee returns to the official station or domicile. An overnight stay, 60 miles or more from employee domicile, is required to claim quarters. Days are divided into four quarters.

Quarter I 12:00 A.M. –5:59 A.M. Quarter II 6:00 A.M. –11:59 A.M. Quarter III 12:00 P.M. –5:59 P.M. Quarter IV 6:00 P.M. –11:59 P.M

Each quarter will be reimbursed at the current federal rate. If a meal is provided, the associated quarter will not be reimbursed.

The employee is eligible for a flat current state rate per diem, reviewed annually on July 1, if employee travels more than 30 miles from the employees' domicile and the work day is extended 3 hours beyond the employee's normal work day. Each meal received will reduce the Flat Rate reimbursement by 25%. Flat rate is taxable.

Where/When to Send the Reimbursement Form: Send completed Mileage/Expense vouchers to the designated project administrative assistant on the date assigned to do so. The administrative assistant will then submit them to: Keystone office ATTN: Accounts Payable. Vouchers must be turned in by the fifth of the month or payment may be delayed until the following month. Vouchers for the current school year must be turned in by June  $5_{th}$ . Failure to do so may result in non-reimbursement of expenditures.

\*With overnight travel, the per diem is non-taxable