

# TASN Autism and Tertiary Behavior Supports

TASN General Supervision, Timely & Accurate Data

TASN Kansas Multi-Tier System of Supports and Alignment

TASN School Mental Health Initiative

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

2023-2024

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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 via AftaFund.
- 3. Licensed staff is expected to follow the schedule that was set when making an appointment or meeting.
- 4. Employees are required to "clock in" and "clock out" daily via AptaFund Timekeeper, unless they are on approved leave for the **entire** day.

#### **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 and Alignment, and GSTAD Project Activities and Keystone. 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** – The Project, through Keystone Learning Services, will contribute an annually determined rate toward the purchase of the board health plan for employees.

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

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

**Employee Assistance Program (EAP)** - The project will provide an EAP for employees and their family members.

**Voluntary Benefits** – Short term disability, life insurance, cancer, accident, hospital confinement, critical illness, identity theft, medical transport benefit, 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/deduction.

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 the current contract, all benefits will cease at the end of the resignation/termination month.

## **Absence Reporting**

All staff must notify the TASN Project Director when they are not working due to illness. In addition, they are to document the absences via AptaFund.

#### **Communication Expenses**

The TASN Project Director shall determine whether staff and 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 Director in possession of any electronic equipment/hardware purchased by the TASN ATBS, TASN SMHI, TASN MTSS, or TASN GSTAD Project must submit a request for a Keystone Inventory sticker to Keystone Business Office. 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 created and collected or used as part of the TASN Project are owned and 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's determined location.

## **Intellectual Property**

All intellectual property, (materials, school related data/information, student related data/information, presentations, photos, video, server contents, and shared platform 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 Director. 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 usernames 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, non- cumulative, unless contract specifies otherwise. Days are prorated annually and available for immediate use. 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 backany used unearned days.
- 2. Personal Leave must be requested via AptaFund in hourly 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
- 5. Personal leave not used by June 30th of current contract will beforfeited.

#### Sick Leave

Full-time employees working 12 months receive 12 days of sick leave available for use at any time, 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 (70) days, unless contract specifies otherwise.
- 2. Sick leave must be requested/reported via AptaFund in hourly increments.
- 3. A monthly report of remaining sick leave will appear on paycheck stubs, and on employee's AptaFund Dashboard.
- 4. Full-time 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.
- 5. Sick leave shall cover absences for the employee's own illness and illnessor death within the immediate family. Immediate family shall include parents/step-parents, siblings/step-siblings, spouse/partner, children/step-children/dependents, grandparents/step-grandparents and parents-in- laws/step-parents-in-laws, and grandchildren/step-grandchildren of the employee.
- 6. Sick leave will not be approved to complete the contract unless the administration and or Board approve the request. If prior approval is not received, leave will be without pay.
- 7. Accrued sick days are prorated annually and available for immediate use. 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. Accrued sick leave will not be paid if separation occurs, including retirement.
- 8. Employees on FMLA, extended leave, or disability are responsible to submit to human resource a physician's release to return to work.
- 9. 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 the relationship of the deceased immediate family member in the "Comment" section when requesting bereavement leave via AptaFund.

#### **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 Director with written explanation to follow as soonas 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<sup>st</sup> and March 1<sup>st</sup>) AptaFund will allow you to mark the day you are taking with "Floating Holiday" as a choice from the drop-down menu.
- 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 Director.

Vacation days are prorated annually, including for employees contracted after the start of contract year, and available for immediate use. 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 any used unearned days. Any unused earned days will be paid at the employee's daily rate of pay.

Vacation days must be used by June 30th of the current fiscal year, any remaining days left at that time will be forfeited unless otherwise specified in the employee's contract.

# PROFESSIONAL DEVELOPMENT / TUITION REIMBURSEMENT

Professional leave/tuition reimbursement must be approved by the TASN Project 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 Director. A maximum of \$1,000 annually will be reimbursed for approved tuition, unless the employee and TASN Project Director agree that the course of study provides ample benefit to the project. If so, a supplemental contract will be drawn up that specifies the terms of agreement.

# TRAVEL EXPENSES

Mileage will be reimbursed according to Keystone Board policy and at the current federal rate.

If an employee returns to their office between remote locations, the employee must spend a minimum of three (3) hours in their office to be reimbursed for mileage to and from their office. Otherwise, mileage will be reimbursed between remote locations only.

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 the 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 an 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 standard rate. If a meal is provided, the associated quarter will not be reimbursed. Upon prior approval from the Director, Out of State Per Diem rates (as published in the State of Kansas Reimbursement Guide) can be subsidized up to the conus rate.

The employee is eligible for a flat current state rate per diem, reviewed annually on July 1, if the 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, equaling at least 11 hours total. Each meal received will reduce the Flat Rate reimbursement by 25%. The 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 end-of-school year must be turned in by June 5°. Failure to do so may result in non-reimbursement of expenditures.

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

#### **RETENTION AND HIRING ADDENDUM:**

#### **Retention Incentive**

Eligible Employees: Full time TASN employees

- Kansas Multi-Tier System of Supports and Alignment Project
- Autism and Tertiary Behavior Support; Student Mental Health Initiative Projects
- General Supervision, Timely and Accurate Data Project

Since the TASN projects were initiated the degree to which KSDE and school districts across the state rely on the ingenuity and flexibility of project staff to generate solutions for emerging problems has consistently grown. Therefore, each year project staff are periodically called on to perform duties above and beyond what is anticipated in their contracts. TASN leadership acknowledges as their employees obtain experience, a greater portion of the responsibility for emerging tasks is assigned to them, and it is the purpose of this amendment to reliably compensate them for the good work associated with those tasks.

The recruitment and retention of high-quality staff is a Keystone Board goal and a mission for the TASN projects. Obtaining the intelligent, personable, and creative staff needed for the success of the projects requires an incentive program to recognize good work, and demonstrate an appreciation for those willing to commit to an additional year of service. Therefore, TASN leadership will implement a Retention Incentive addendum to the current TASN Employee Handbook beginning July, 2023 that recognizes each TASN Project Team Member contracted through Keystone Learning Services. This Retention Incentive will provide an annual payment equal to \$250 times the number of full years the employee has been with a TASN Project contracted at Keystone Learning Services, excluding partial years or part-time employees. The retention incentive payment will not exceed \$2000 regardless of longevity.

Retention Incentive Scale:

Year 1 = \$250 Retention Incentive Payment
Year 2 = \$500 Retention Incentive Payment
Year 3 = \$750 Retention Incentive Payment
Year 4 = \$1,000 Retention Incentive Payment
Year 5 = \$1,250 Retention Incentive Payment
Year 6 = \$1,500 Retention Incentive Payment
Year 7 = \$1,750 Retention Incentive Payment
Year 8 and annually thereafter = \$2,000 Retention Incentive
Payment

If an employee departs the TASN project for any reason (i.e., seeking other professional opportunities, temporary family demands) and then returns to a vacant TASN position for which they are qualified within 1 year of departing, they would resume the point on the Retention Scale at which they departed after completing an entire contract year. If they transfer from one TASN project to a vacancy with another TASN project participating in the retention incentive program then their position on the scale would transfer with them. If their departure is initiated by the employer, or they are gone longer than 1 year, then upon returning they would begin at year one on the retention incentive scale.

Current years of service full or part time will be recognized retroactively for initial placement on this schedule for current project staff. Once this policy is enacted only full time TASN employees will be eligible for retention incentive pay. In the event that a Keystone business office employee partially employed by the TASN projects (Payroll, Accounts Receivable, Accounts Payable) transfer to a full-time position with a TASN project, their cumulative years of service based on the percent of their assignment paid by Fund 10 would be combined to assess their starting position on the retention incentive scale.

The retention incentive will be awarded for eligible employees in the pay period after the employee signs the contract to return to the TASN position (July payroll, payable in August).

**NOTE:** This incentive pay may be terminated by grant budget revisions annually, or by the Keystone Board under the following terms and conditions: The service center is without funds to make the payment herein, if such payment would be in violation of the Kansas Cash Balance Law and the Kansas Budget Act, or amendments thereof or supplements thereto respectively, and to all applicable United States and Kansas Laws, or adequate funds are not available in the fund from which this incentive is provided.

# **Objective**

Keystone Learning Services believes that hiring qualified individuals to fill positions contributes to the overall success of the organization. Each employee is hired to make significant contributions to TASN projects. In hiring the most qualified candidates for positions, the following process must be followed.

# **Hiring Process and Procedures**

# **Personnel Requisition**

A Personnel requisition form must be completed to fill TASN Project positions. Requisitions must be initiated by the Project Director(s), approved by the Executive Director and then forwarded to Keystone's Human Resources department. Human Resources will list the vacancy on the Board approval list if the position is a new position, not previously approved.

Personnel requisitions should indicate the following:

- Position title
- Position type
- Exempt or nonexempt status of the position
- Essential job functions and qualifications
- Any special recruitment advertising instructions
- Duration of posting

# **Intake Meeting**

Human Resources will arrange a meeting with the Project director(s), if a new position is being created or an existing position's responsibilities are being modified as part of a job posting, to conduct an intake meeting prior to posting a job opening to learn more about the position, the requirements and the profile of the ideal candidate. During the intake meeting, the job description will be reviewed for accuracy. Information will be gathered during the intake meeting to aid in the creation of a new job description if necessary.

# **Job Posting**

HR will create job postings, utilizing job descriptions created by the Project director(s), that describe the job opening and reflect the Keystone and TASN brands. Keystone TASN staff will be notified of any job openings via electronic mailing, and job postings will be posted on the Keystone and EducateKansas websites and any other appropriate external sources simultaneously.

Jobs will remain posted as specified on the Personnel Requisition form.

The HR department will be responsible for tracking all applicants and retaining applications and resumes as required.

# Internal applicants

Current employees with a satisfactory employment status may apply for posted job vacancies. All applicants for a posted vacancy will be considered based on their qualifications and ability to perform the job successfully. Internal and external candidates who are not selected will be notified by the HR department after the position is filled or closed.

## Interview Process

Project Director(s) may send proposed interview questions to Keystone Human Resources for review and approval. Only interview questions approved by Keystone Human Resources will be used during the interview process.

Keystone Human Resources and the Project Director(s) will screen applications and resumes prior to scheduling interviews. The Project Director(s) will determine a list of the candidates they wish to interview and will coordinate the location, date and time of the interview to include Keystone's Human Resource Director and Executive Director. Keystone's Human Resources

and Executive Director will be invited to all interviews using calendar invitation.

Keystone Human Resources will notify applicants not selected for interview after the position is filled or closed. Project Directors will notify Keystone HR of any candidates with completed applications that they want removed from the list of potential hires with a brief explanation (i.e., did not meet the minimum requirements; unsuccessful prior experiences with this candidate).

Interview score sheets will be used during the interview process to provide a structured approach for assessing candidates and to ensure that all candidates are evaluated using consistent criteria. Project Director(s) will send score sheets for all candidates interviewed and a recommendation for hire to Keystone Human Resources. Interview score sheets will be one method of feedback gathered during the interview process. Notes taken relative to the candidate's answers to questions asked of all candidates will also be heavily considered when Project Directors are considering a recommendation for hire.

## **Job Offer**

After a decision has been made to hire a candidate, the Project Director will notify the candidate of the intent to hire pending satisfactory completion of required background checks and reference checks. The Project Director will answer questions regarding salary and benefits available for the position. Keystone HR will provide a Letter of Intent to Hire upon request from a Project Director. Once HR receives satisfactory post-offer results from required background and reference checks, a letter of intent will be sent to the candidate and the Project Director will be copied.

Upon receipt of notification of satisfactory post-offer results from Keystone HR, the Project Director will notify the candidate of the official offer. The Project Director will also notify Keystone HR, Keystone Executive Director, Payroll, Accounts Payable, Accounts Receivable and Technology of the new employee, starting salary, any necessary buyout payment, the start date, role and office location. Human Resources will provide employment on-boarding information to the new hire. The Project Director will provide day-to-day on-boarding and orientation to the new hire.

The TASN Project Director(s) will introduce the new staff member to their project staff in an appropriate manner. The Project Director(s) will also send an introduction communication of the new hire to Keystone administrators.

Failure to comply with the hiring procedures without prior approval by the Keystone Executive Director and/or HR may result in a delay in the process. The project consultants must be flexible to meet the changing needs of the districts they serve. However, unless the job description for which the consultant was hired has a succession written into it including the content areas of responsibility and the specified time period, internal transfers cannot happen without first posting the position and conducting interviews.

If a candidate fails to accept an offer of employment within the time period specified during the interview, the offer may be rescinded by Keystone.

#### **Discipline or Termination Process**

In cases involving serious misconduct, such as a major breach of policy or violation of law, the

procedures contained below, may be disregarded. In such cases Keystone <u>may</u> suspend the employee immediately and, if appropriate, recommend termination of the employee. Employees suspended from work will not receive or accrue any employee benefits during the suspension, unless administration grants an exception.

At any investigatory interview conducted for the purpose of determining the facts involved in any suspected violation of Keystone rules and regulations, the following procedure should apply: prior to the interview, the employee who is suspected of violating Keystone rules and regulations should be told in general terms what the interview is about.

# **Types of Disciplinary Action**

<u>Oral Reprimands</u>. This is the most frequently used and mildest form of discipline. It is a warning, which at the same time, tries to get at the root of the problem and overcome the source of difficulty. When the supervisor gives an oral reprimand, he/she makes a brief note of it for his/her own future reference and guidance.

 An oral reprimand should be followed up with an email listing the concerns that were discussed. This email and the associated notes taken by the director should be available if the disciplinary activity progresses to a written reprimand. Nothing related to an oral reprimand will be placed in his/her personnel file.

<u>Written Reprimands</u>. An offense, which in the opinion of the supervisor, justifies a written reprimand containing a brief description of the unsatisfactory conduct of the employee. It will include a written reprimand, including the originating concern and suggested corrective actions to be taken. A copy shall be provided to the employee prior to being included in his/her personnel file. The employee may respond in writing within five (5) workdays and such written response shall be included and made part of his/her personnel file.

- Prior to meeting with a staff member to provide a written reprimand the Project Director will share the document with Keystone human resources and/or the Keystone director.
- The written reprimand must contain specific behaviors and the context in which these behaviors are causing problems.
- Each specific behavior must contain an expectation for correcting the behavior and the timeline and process for measuring improvement, when applicable, and suggested support, when applicable, for helping them to improve.
- List the consequences if they do not improve according to the stated timeline and process.