



## Keystone Learning Service Center



## Handbook

Keystone does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities. The following person has been designated to handle inquiries regarding the non-discrimination policies: Keystone Executive Director, 500 E. Sunflower Blvd., Ozawkie, KS, 66070. Phone: 785-863-2214 / Fax: 785-876-2629

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# Welcome to tiny-k Early Intervention!

## **Welcome**

Welcome to your new position at tiny-k Early Intervention. We wish you every success in your endeavors here and look forward to working together.

## **Our Core Values: (\*Need to complete)**

**State Mission Statement**

**Our Approach**

**Mission**

**Belief Statement**

Sincerely,

Dena Bracciano  
tiny-k Director

Mellisa Hutchinson and Erin Stucky  
Co-Chairs, Advisory Board of Directors

## **MISSION**

Forging educational partnerships through innovation and leadership to provide quality services that produce independent learners.

## **VISION**

We deliver high-quality, innovative services using affordable, technology rich, and time responsive methods. We are leaders with respect to all educational issues. We are unified across all Keystone programs and divisions. We maximize service and reduce costs. Through relentless commitment to excellence, Keystone is trusted throughout the region to deliver the best possible educational products and services.

## **VALUES**

- Demonstrating respect for students and families
- Improving student lives through education
- Developing trust relationships based upon professionalism, collaboration and respect
- Recruiting highly qualified staff and providing ongoing professional development
- Providing efficient and centrally located facilities for current and future programs

## **INTRODUCTION AND HISTORY**

The Atchison/Jefferson Education Cooperative was formed July 1, 1976 by the following school districts: Valley Falls, U.S.D. #338; Jefferson County North, U.S.D. #339; Jefferson West, U.S.D. #340; Oskaloosa, U.S.D. #341; McLouth, U.S.D. #342, Perry Unified, U.S.D. #343; and Atchison County Community, U.S.D. #377. The purpose of this organization was to provide special education services for the cooperating districts. On January 1, 1989, the organization became the Northeast Kansas Education Service Center. NEKESC adopted the name Keystone Learning Services (hereon in this document to be referred to as Keystone) in 2008 to reflect the expanded programs that Keystone has committed to provide.

Keystone is funded through local assessments and state and federal funding. It is governed by a Board of Directors (hereon in this document to be referred to as the Board) made up of one board member from each of the seven districts. The superintendents of the cooperating districts serve as advisors to the Board and the Administrators of Keystone.

## **POLICIES**

All employees of Keystone shall follow all applicable board policies, rules and regulations.

*Keystone Policies can be found on the website at [www.keystonelearning.org](http://www.keystonelearning.org) under the Personnel tab.*

### **About this handbook**

In order to help employees understand how our staff works together, tiny-k Early Intervention has prepared this Employee Handbook. It will help answer any questions about agency operations and benefits, workplace practices, and communications. This Handbook supersedes any prior handbook, policy manual, benefits or practices of tiny-k Early Intervention.

Employment with tiny-k Early Intervention is by contract with the fiscal agent, Keystone Learning Services. Each employee is required to meet the terms of the contract or may be terminated. The continuing contract law requires the employer to notify certified staff by the third Friday in May if his/her contract will not be renewed for the following year. In turn, certified staff must notify their employer by the fourteenth day following the third Friday in May if they do not plan to renew their contract. Requests for release from a contract made after the fourteenth day following the third Friday in May will be acted on individually by the Board of Education considering the merits of each case. It is likely that requested release will be contingent on finding a suitable replacement.

Upon termination of employment, if the employee is a member of KPERS and under 65, application may be made for the withdraw of contributions made to the Kansas Public Employees Retirement System. This request may be made 31 days after the final paycheck is issued.

The policies and procedures in this handbook are designed to serve as guidelines for management action and are provided for informational purposes only. They are not intended to create any guarantee or assurance of employment or any right to an employment-related benefit. All policies and procedures outlined in this handbook are subject to change or modification or elimination at the employer's discretion at any time that a particular circumstance warrants. If you have any questions concerning these guidelines, please consult with the tiny-k Director.

## **Section One: WORKPLACE PRACTICES**

### **1.1 Drug Free Workplace (GAOA, GAOA-R)**

Maintaining a drug free work place is important in establishing an appropriate learning environment for the students of the service center. The unlawful manufacture, distribution, sale dispensing, possession of or use of a controlled substance is prohibited in Keystone.

As a condition of employment in Keystone, employees shall abide by the terms of this policy.

1. Employees shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances in the workplace.
2. Any employee who is arrested/convicted under a criminal drug statute for a violation occurring at the workplace must notify the Director of the arrest/conviction within five days after the arrest/conviction.
3. Within 30 days after the notice of arrest/conviction is received, Keystone will take appropriate action with the employee. Such action may include the initiation of termination proceedings, suspension, placement on probationary status, or other disciplinary action.
4. Alternatively, or in addition to any action short of termination, the employee may be required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program as a condition of continued employment. The employee shall bear the cost of participation in such program.
5. This policy is available on the Keystone website or a copy may be requested from the Keystone Office. This policy is intended to implement the requirements of the federal regulations promulgated under the Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F. It is not intended to supplant or otherwise diminish disciplinary personnel actions which may be taken under existing Board policies or the negotiated agreement.

### **1.2 Discrimination (Board Policy GAAB)**

Any incident of discrimination in any form shall promptly be reported to an employee's immediate supervisor, the building principal or Keystone compliance coordinator (Executive Director) for investigation and corrective action by the building or service center compliance officer.

## **1.3 Harassment**

### **Racial Harassment (GAACA)**

The Board is committed to providing a positive and productive working and learning environment, free from discrimination, including harassment on the basis of race, color or national origin. Racial harassment will not be tolerated.

Employees who believe they have been subjected to racial harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building principal or Keystone's compliance coordinator (Executive Director). Employees who do not believe the matter is appropriately resolved through this meeting may file a formal complaint under Keystone's discrimination complaint procedure.

### **Sexual Harassment (GAAC)**

The Board is committed to providing a positive and productive working and learning environment, free from discrimination on the basis of sex, including sexual harassment. Sexual harassment will not be tolerated by Keystone. Sexual harassment of employees or students of the service center by board members, administrators, certificated and support personnel, students, vendors, and any others having business or other contact with Keystone employees is strictly prohibited.

Sexual harassment is unlawful discrimination on the basis of sex under Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. All forms of sexual harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events. Sexual harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.

It shall be a violation of this policy for any student, employee or third party (visitor, vendor, etc.) to sexually harass any student, employee, or other individual associated with the school. It shall further be a violation for any employee to discourage a student or another employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy. Violation of this policy by any employee shall result in disciplinary action, up to and including termination.

Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment

decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may result from verbal or physical conduct or written or graphic material. Sexual harassment may include, but is not limited to: verbal harassment or abuse; pressure for sexual activity; repeated remarks to a person, with sexual or demeaning implication; unwelcome touching; or suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning an employee's job status.

Keystone encourages all victims of sexual harassment and persons with knowledge of such harassment to report the harassment immediately. Complaints of sexual harassment will be promptly investigated and resolved.

Employees who believe they have been subjected to sexual harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building principal or a Keystone administrator.

Employees who do not believe the matter is appropriately resolved through this meeting may file a formal complaint under the service center's discrimination complaint procedure. Complaint should be in written format. (See KN)

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes sexual harassment under the definition outlined above. Unacceptable conduct may or may not constitute sexual harassment, depending on the nature of the conduct and its severity, persuasiveness and persistence. Behaviors which are unacceptable but do not constitute harassment may also result in employee discipline.

Any employee who witnesses an act of sexual harassment or receives a complaint of harassment from another employee or a student shall report the complaint to the building principal/Executive Director. Employees who fail to report complaints or incidents of sexual harassment to appropriate school officials may face disciplinary action.

Initiation of a complaint of sexual harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation against any person who has filed a complaint or testified, assisted, or participated in an investigation of a sexual harassment complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including termination of employment.

To the extent possible, confidentiality will be maintained throughout the investigation of a complaint. The desire for confidentiality must be balanced with the service center's obligation to conduct a thorough investigation, to take appropriate corrective action or to provide due process to the accused.

False or malicious complaints of sexual harassment may result in corrective or disciplinary action against the complainant.

A summary of this policy and related materials shall be posted in each service center facility. The policy shall also be published in student, parent and employee handbooks as directed by the service center compliance coordinator. Notification of the policy shall be included in the school newsletter or published in the local newspaper annually.

#### **1.4 Staff-Student Relations (GAF)**

Staff members shall maintain professional relationships with students, which are conducive to an effective educational environment. Staff members shall not submit students to sexual harassment or racial harassment. Staff members shall not have any interaction of a sexual nature with any student at any time regardless of the student's age or status or consent.

## **Section Two: ABOUT THE JOB**

### **2.1 Confidentiality**

1. Confidentiality refers to the protection of personally identifiable information at all stages, including the collection, use and maintenance of education records.
2. Confidentiality applies to both written records **and** oral information.
3. Violations of confidentiality, which violate the privacy rights of students or personnel, could result in disciplinary actions being taken against the employee, including termination.
4. If you must talk to someone else, talk to your supervisor or someone who has shared access to the individual or information to be shared.
  - a. Paraeducators may share confidential student information only with their supervising special education and general education teacher; principal; and Keystone administration.
  - b. If a family member of the student or friend of the student inquires as to the student's status, progress or problems, the paraeducator must direct the person without further comment to the licensed special education provider.
  - c. Confidential information, whether perceived to be positive or negative, must never be shared by a para to individuals other than those identified above.

## **2.2 Ownership of Material**

All information that an employee writes, receives or compiles, including but not limited to publications, speeches, reports, manuals, etc., during the performance of job duties at tiny-k Early Intervention automatically becomes the property of the organization whether or not it is written, developed or compiled in the employee's home or in our offices if the time used to write, receive or compile is paid by tiny-k Early Intervention.

## **2.3 Consulting and Honoraria**

Fees for such consultations can be retained by the employee if consultations are performed during vacation time, outside of employee's working hours, and are not a part of the employee's responsibilities.

## **2.4 Personnel Files**

Personnel files required by Keystone shall be confidential and in the custody of the records custodian and/or the Executive Director. Employees have the right to inspect their files upon proper notice to Human Resources under the supervision of an appropriate supervisor.

Before the first salary payment, all employees will be expected to have the following items on file in the Keystone central office (Human Resources):

1. Loyalty oath;
2. Current teaching certificate or license if applicable;
3. Keystone Application for Employment and references;
4. Within three days of hire, Keystone must have an I-9 verification of citizenship form plus two proofs of identification completed; (i.e. valid driver's license, or another picture id, and a social security card);
5. Verification of TB test upon initial employment and completed Health Certificate;
6. KPERS enrollment;
7. College transcripts, if applicable (official copies);
8. W-2 form;
9. K-4 form;
10. Proper forms for additional salary withholding annuities, other insurance and any other payroll deductions which are approved by the Board and the employee.
  - Certificate or license and transcripts must be on file before the first paycheck can be issued.
  - Current name, address, marital status (for emergency contact, benefits and tax withholding purposes only) and telephone numbers

(including cell numbers) must also be on file. If an employee has an unlisted number, he/she should list it privately with Human Resources at Keystone.

- An official college transcript (no duplicate copies will be accepted) and/or an office inservice transcript must be given to Human Resources on or before **September 1** in order to advance on the salary schedule. **THERE WILL BE NO EXCEPTIONS MADE.**

**NOTE:** All certified staff must hold certification or licensure in the area and at the teaching level, or be eligible for a waiver of these requirements by the State of Kansas. State funding is contingent upon meeting these requirements.

In the event that a teacher allows his/her license to expire the teacher will receive substitute wages from the date of expiration until the date a new license is issued. Once the new license is issued, wages lost during the time of the lapsed license will be retroactively paid.

Each licensed employee has a professional responsibility to maintain appropriate licensure. To assist teachers with this responsibility, strong support will continue through the administrative team and support staff at Keystone. We notify teachers of impending expiration dates and visit with teachers who seem to be slow in initiating licensure renewal.

Employees are expected to complete all paperwork before the first day of employment.

The Board will avoid employing anyone who is the father, mother, brother, sister, spouse, son, daughter, son-in-law, or daughter-in-law of a direct supervisor, unless extenuating circumstances are present (ex. Staff shortages, availability of qualified employees, etc.)

## **2.5 Working Hours**

The official workweek of the organization is included in a seven-day period from 12:01 a.m. on Sunday to Saturday midnight or as approved by the tiny-k Director. The normal workweek for a full time employee is 37.5 hours per week, typically 7.5 hours per day Monday-Friday. If employees leave the office during the day for lunch or other personal reasons, they may not count that time as work time. Hours for part-time employees are set at the time of employment. Official office hours are 8:00 am to 4:00 pm with flex hours permitted between the hours of 7:30 am and 8:00 pm with approval of the employee's direct supervisor. However, individual employee responsibilities may require staff to work evenings and weekends. Employees may alter their office hours with prior approval and at the discretion of the supervisor. Such flexibility shall be afforded as long as

expected hours are worked each week and work is being performed in a satisfactory manner. With approval of the supervisor, employees may work from home if it is determined that doing so will neither adversely affect the employee's productivity nor hamper other employees in pursuit of their responsibilities.

## **2.6 Smoking- KDHE P2(6)**

Tiny-k Early Intervention is housed in an office building and smoking is prohibited in the building. Smoking areas are located to the west side of the building near the concrete bench and cigarette disposal.

## **2.7 Weapons- Personal & Family Protection Act SB418**

Firearms are not permitted in tiny-k's office building. Tiny-k Early Intervention prohibits employees, even those legally licensed to carry concealed handguns, from carrying firearms at any time when doing business for tiny-k Early Intervention.

## **2.8 Dress Code**

Tiny-k Early Intervention expects employees to dress in a manner that reflects well on the organization. Employees may dress in casual clothing for most work occasions. Jeans and shorts are appropriate given the nature of our work. Employees may not wear halter tops, tube tops, etc that are low-cut or show cleavage, or shorts that are shorter than mid-thigh.

## **Section Three: LEAVE POLICIES**

### **Paid Time Off**

Employees receive sick leave and personal days (Paid Time Off, also called PTO). (1) Employees may use when the employee or a family member is sick and the employee is unable to come to work; and (2) to attend to other personal business when necessary.

- Full time tiny-k employees work 232 days in a 12-month contract from July 1 – June 30.
- Employees may decide workdays as they choose unless there is a staffing conflict or caseload conflict.
- Employees will let tiny-k Director know when their days off will be in advance.
- Employees may not take more than 5 days off in a row without tiny-k Director's approval.

### 3.1 Sick Leave

Paid sick leave is given to each employee at a rate of 1 day per month. 12 sick days are given to each employee beginning July 1. Part-time employees - Equal to percentage of full-time equivalency.

Sick leave more than five (5) consecutive working days may require written notification from a physician. Sick leave may be used as needed for personal illnesses, family illnesses or medical appointments. (See definition of family listed under Employment of Relatives.) No compensation will be paid for absences covered by worker's compensation. Unused sick leave will not be paid at termination of employment unless employee retires. Sick leave balances up to 30 days will be paid at the rate of the individual employee pay rate per day.

### 3.2 Holidays (9)

Employees shall be entitled to the following holidays each calendar year:

|   |                        |
|---|------------------------|
| New Year's Day                            | Martin Luther King Day |
| Memorial Day                              | Independence Day       |
| Labor Day                                 |                        |
| Thanksgiving Day and the following Friday |                        |
| Christmas Eve and Christmas Day           |                        |

These days do not count as a contract day. Holidays that fall on a weekend will not be observed on a weekday workday.

### 3.3 Personal Days

Employees have 3 personal days to use starting July 1. Personal days can be used for any personal reason including holidays not listed above. Personal days must be used by June 30 or are forfeited.

### 3.4 Excused Absences - Paid

Tiny-k Early Intervention allows for the following excused absences in addition to sick leave and personal days:

*Jury Duty* - When an employee is called to jury duty, time off with pay is granted. The employee will pay tiny-k the juror's pay they receive. Employees must provide a copy of the jury summons to his or her supervisor in order to have the absence counted as an excused absence and to receive compensation. Tiny-k Early Intervention does not reimburse mileage or other expenses incurred by the employee related to jury duty. If jury duty should conflict with an employee's approved, scheduled vacation, unused available vacation days may be rescheduled.

*Bereavement* - Upon request and approval of the tiny-k Director, employees may have up to three (3) days leave for the purpose of a funeral, travel time, and the

time needed to conduct family business related to the death of a family member. Family is defined as spouse, father, mother, sibling, step-sibling, child, step-child, foster child, grandmother, grandfather, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent-in-law, aunt, uncle, stepfather, stepmother, or significant other.

*Emergency Closing of the Premises or Absence Due to Inclement Weather* – When there are dangerous road conditions due to inclement weather, in the interest of personal safety, employees are granted paid leave to observe without penalty the open/closed procedures 1) of the local public school educational agency in which they reside or 2) of the local public school agency in which their work site is located. The employee is responsible for contacting the supervisor and others affected if unable to make it to work.

*Educational Leave* - The tiny-k Director may approve leave for employees to pursue education related to the mission of tiny-k Early Intervention offered within regular work hours. The tiny-k Director will assess each request and take into consideration the workload of the employee to ensure that granting such educational leave does not hinder the work of tiny-k. The employee must provide evidence of registration and class schedule prior to approval. The employee may be required to work on an adjusted schedule to ensure that work is complete. Tiny-k Early Intervention is not responsible for cost of tuition, books, or other education related expenses.

*Approved Participation in Professional, Business, or Community Functions and Conferences* – With the approval of the supervisor employees may be granted leave with pay to attend professional, business or community events when the function is deemed by the supervisor to be of benefit to tiny-k Early Intervention.

*Administrative Leave* - Administrative leave is a period of time during which an employee is relieved of his or her job while the organization reviews the circumstances and events that led to the administrative leave. An employee on administrative leave is paid for that period away from work. Only the Director of Special Education can place an employee on administrative leave.

### **3.5 Excused Absences - Unpaid**

*Military Leave* - Both federal and state laws grant employees the right to leave from employment for military service. The rights of returning members of the uniformed services, including the National Guard or Reserve, are defined in the Uniformed Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C 4301 et seq., and K.S.A. 73-213 et seq.

### **3.6 Leave Without Pay**

There is no such leave as Leave Without Pay except for FMLA. Staff (certified and classified) who have used all of their leave and are not on FMLA may be dismissed by the Board.

### **3.7 Leave With Pay**

Administrators may place staff members (certified and classified) on leave with pay during an investigation or for a disciplinary action.

## **Section Four: BENEFITS AND INSURANCE COVERAGE**

### **INTRODUCTION TO EMPLOYEE BENEFITS**

tiny-k Early Intervention is committed to maintaining a benefits program that meets the needs of our staff and their families. The following information generally describes the organization's benefits program but should not be construed as a promise or guarantee of any specific benefit or benefit level. Questions concerning benefits should be directed to the tiny-k Director. Eligibility for insurance coverage is based on an employee's classification. The terms and conditions of tiny-k Early Intervention's insurance policies and contracts may change without notice. The insurance policies will govern when in conflict with the descriptions contained in this handbook.

#### **4.1 Benefits for Part-time Staff**

Benefits for part-time staff are governed by the number of regularly scheduled hours worked. Part-time staff working less than 30 hours a week do not receive any paid benefits.

#### **4.2 Workers Compensation (GAOE)**

**In case of an on-the job injury, the employee must notify all supervisors and contact Human Resources for proper workers' compensation forms.**

Whenever an employee is absent from work and is receiving workers compensation benefits due to a work-related injury or is receiving district paid disability insurance, the employee may use available paid sick leave to supplement the workers compensation or service center paid disability insurance payments. In the event that the employee has been intentionally injured by a student, the employee will be allowed up to five days of leave per incident with no deduction in leave days, provided a doctor's statement verifies that the employee

was unable to work due to the injury. This will be in accordance with service center policy GAOE. Workers compensation benefits and FMLA benefits provided in a board approved plan shall run concurrently if both are applicable.

In no event shall the employee be entitled to a combination of workers compensation benefits, service center paid disability insurance, and salary in excess of his/her full salary. Available paid leave must be used for this purpose until 1) available paid leave benefits are exhausted; 2) the employee returns to work; or 3) employment is terminated. Leave shall be deducted on a prorata amount equal to the percentage of salary paid by the service center.

## **Workers' Compensation Procedures**

1. Upon employment by Keystone, the employee will read the following and sign a copy of the "Workers' Compensation Procedures Agreement" to be placed in their personnel file.
2. The Human Resources shall maintain a set of procedures to be followed by building principals, building managers and supervisors when employees become involved in work-related accidents.
3. Failure to follow safety procedures may result in denial of claim(s). These procedures will specify that:
  - All accidents must be reported to the injured person's special education supervisor and Keystone Human Resources immediately. If medical attention is needed the employee will see the designated health care physician. If the employee opts to see his/her own family physician, treatment will be considered unauthorized and a maximum of \$500 will be paid.
4. Building principals and building managers shall report all work-related injuries of employees assigned to their building within twenty-four hours to Human Resources by using an "Employer's Report of Accident Form." Employees are not allowed to complete the employer's form.
5. All immediate supervisors must complete a "Supervisor's Incident Report" form before the end of the shift during which the accident, illness or other incident occurred/reported. It must accompany the state "Employer's Report of Accident Form". These forms need to be sent to Keystone Human Resources Department.
6. If an incident involved vehicular damage but no employee injury, the police report will be sufficient. Police reports are required for all vehicular incidents unless otherwise designated by police department.
7. Human Resources shall assist the immediate supervisor and the injured employee in the development of an action plan, which outlines corrective actions, to be taken by the employee and/or supervisor to prevent the causative factors associated with the accident from reoccurring.

8. If it is proved that the injury to the employee results from the employee's deliberate intention to cause such injury, or from the employee's willful failure to use a guard or protection against accident required pursuant to any statute and provided for the employee, or a reasonable and proper guard and protection voluntarily furnished the employee by the employer, or substantially from the employee's intoxication, any compensation in respect to that injury shall be disallowed.
9. The employer shall not be liable under the Workers' Compensation Act where the injury, disability or death was substantially caused by the employee's use of drugs, chemicals or any other compounds or substances, including but not limited to, any form or type of narcotic drugs, marijuana, stimulants, depressants or hallucinogens, except such drugs or medications which are available to the public without a prescription from a physician and which are used for the treatment of an illness, or which were obtained and used by the employee pursuant to and in accordance with such a prescription.
10. Building principals or Keystone Human Resource Department shall advise medical care providers that an injured employee is covered by Workers' Compensation and medical bills should be submitted to Human Resources.
11. If an eyewitness was present, the supervisor will ask him/her to fill out the "Report by Eyewitness." The reports are to be turned in to Keystone Human Resource. Human Resources will then fill out the "Employer's Report of Accident."

**KEYSTONE LEARNING SERVICES**  
**500 E. Sunflower Blvd.**  
**Ozawkie, KS 66070**

Workers' Compensation Procedures Agreement

I have read the Workers' Compensation policy and understand the procedure to follow in the event of a work-related accident.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

### **4.3 Unemployment Compensation**

Keystone participates in the Kansas Employment Security Fund. This means that if an employee becomes unemployed while working here at tiny-k from no fault of the employee, the KS Employment Security Fund may provide some income during the period of unemployment. State law and regulations determine whether or not an employee qualifies for unemployment benefits and the amount and duration of benefits received if the employee qualifies for payment.

### **4.4 Elective Insurance Benefits**

#### **4.4.1 Health, Prescription and Dental Insurance**

Full time permanent employees (37.5 hours per week) are eligible to receive \$400 a month for a single health plan / \$600 a month on coverage above a single health, prescription and dental insurance. Permanent part time employees working 30 or more hours per week are eligible for paid health, prescription and dental insurance pro-rated per the individual's regularly scheduled hours. The additional premium amount for eligible part time employees will be deducted from each paycheck. Eligible employees are covered starting on the first day of the first full month worked.

Employees may add their dependents to their health, prescription and dental insurance policy. Premiums for dependent insurance must be paid by the employee through a payroll deduction taken from each paycheck.

#### **4.4.2 KPERS**

All employees of Keystone who work at least 17.5 hours a week/ 630 hour annually in a covered position, as defined in the Kansas Public Employees Retirement System (KPERS) Manual, are automatically members of KPERS. Four percent prior to July 2009, thereafter rate will be at six percent of the employee's salary is deposited each month in a personal account for that employee. After five (5) years the employee is vested in KPERS and eligible for benefits upon retirement. If the employee leaves Keystone and does not work elsewhere for a KPERS employer, he/she may request a r of his/her KPERS contributions. For more information, see the KPERS Manual or talk to Keystone's appointed KPERS Representative.

## Section Five: **CAREER DEVELOPMENT**

### 5.1 **Employment Classifications**

The Arc has the following employee classifications:

- a. Non-exempt employees are covered by the Fair Labor Standard Act (FLSA), 29 U.S.C. 201 et seq., contains federal statues establishing minimum wage, overtime pay, equal pay regardless of sex, record keeping requirements and child labor standards for nonexempt employees. FLSA is administered and enforced by the United States Department of Labor, Wage and Hour Division.
- b. Exempt employees are not covered by the Fair Labor Standard Act (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 of 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.
- c. Employees can be full time (40 hours per week) or part time (less than 40 hours) in any of the above categories depending on the duties of the job.
- d. Contracted Service Provider – a provider who is paid an hourly rate agreed upon by the Board of Directors for services listed on the child's IFSP.

### 5.2 **Performance Evaluation**

Each employee shall receive a formal performance evaluation once a year. New employees will receive a written performance evaluation at the end of the 90 days of employment. The Governance Committee of the tiny-k Advisory Board shall evaluate the tiny-k Director. Input for the evaluation will be sought from all members of the board, tiny-k staff, community agencies and parents.

Tiny-k Early Intervention will take into consideration the results of the employee's evaluation when making decisions about pay raises. Other factors, such as the organization's financial performance, the economy, and projected grant or government cutbacks, can have an affect on the ability of the organization to provide financial rewards to our employees.

### 5.3 Disciplinary Action for Misconduct

Employees may be disciplined for misconduct by reprimand, suspension, disciplinary supervision or dismissal. Examples (not all-inclusive) of misconduct are:

- Illegal or Serious Misconduct (such as reporting and/or being on duty under the influence of alcoholic beverages or illegal drugs; threatening, intimidating, coercing, abusive or vulgar language; interfering with the performance of other employees, customers or vendors; dishonest or improper conduct on the job; actions which are disruptive to the operation of the school; unauthorized use of Keystone or District(s) equipment)
- Insubordination (such as breaking of Keystone rules, regulations, or policies; willful disobedience of a direct order from a supervisor)
- Poor attendance (such as excessive, unexplained, or unexcused absenteeism; frequent tardiness; or failure to notify supervisor)
- Unsatisfactory work performance (such as failure to progress in job proficiency; incompetence; inappropriate dress/hygiene)

In cases involving serious misconduct, such as a major breach of policy or violation of law, the procedures contained below, may be disregarded. Administration should 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

1. Oral Reprimands. 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.
2. Written Reprimands. 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 may include a written warning

and suggest 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 with five (5) workdays and such written response shall be included and made part of his/her personnel file.

#### **5.4 Voluntary Resignation**

Employees who are absent from work for three consecutive days without being excused or giving proper notice may be considered as having voluntarily quit. This determination will be made by Keystone Administration and as such, licensed personnel should contact Keystone Administration for consideration.

#### **5.5 Termination of Employment**

*Reduction in Force* - Termination from employment may result from job elimination, end of the grant- or contract-funded period, or financial considerations determined by the Board of Directors. The continuing contract law requires the employer to notify certified staff by the third Friday in May if his/her contract will not be renewed for the following year. In turn, certified staff must notify their employer by the fourteenth day following the third Friday in May if they do not plan to renew their contract. Requests for release from a contract made after the fourteenth day following the third Friday in May will be acted on individually by the Board of Education considering the merits of each case. It is likely that requested release will be contingent on finding a suitable replacement.

#### **5.5 Final pay**

Employees who leave tiny-k Early Intervention for any reason shall receive all pay that may be due them with the following qualifications;

- Employees who leave on a voluntary basis will be paid for up to thirty days (30 days) of accrued unused sick leave at daily pay rate.
- Employees who are dismissed or terminated for cause as determined by the tiny-k Director will not receive any pay for accrued, unused vacation.
- Employees final paycheck will be pro-rated based on the total number of days worked in the employee contract.

The separation date for all employees is normally the last day of actual work. No employee may extend his/her separation date by designating a holiday as his/her final day of work. Final pay received by an employee will not be construed to extend his/her employment with tiny-k Early Intervention beyond the separation date.

## Section Six: **COMPENSATION AND ACCOUNTING PROCEDURES**

### **6.1 Timesheets**

Timesheets and mileage documentation for all employees and contracted service providers are due to the tiny-k Director no later than the first of the month for the preceding month. The tiny-k Director should review the timesheets and send the approved timesheet for payroll within the next 3 workdays. Timesheets submitted after the deadline will not be paid as usual but will be held until the following payday. Any use of PTO must be documented on the timesheets

### **6.2 Salaries**

All salaries paid to employees shall be set in consideration of the job position, responsibilities and level of qualifications of the employee.

Changes in compensation shall be based on employee performance as determined by an annual performance review, the employee's job responsibilities and the amount of compensation recommended by the Advisory Board and approved by Keystone Board of Directors.

### **6.3 Payroll**

1. Keystone's payday is the 20<sup>th</sup> of each month. Employees will be paid by check or direct deposit on or before the 20<sup>th</sup> of each month.
2. Employees will be paid in compliance with State statute 12-105b, which states that employees will be paid the month after hours are worked.
3. Yearly salary for certified staff will be paid in twelve equal payments. Teachers may choose to receive July, and August checks at one time or they may receive two checks, one per month, for the July and August payment. The Keystone Business Office (Payroll Clerk) must be notified by April 1<sup>st</sup> if the employee is electing lump sum or non lump sum payment.
4. Paychecks are not released in advance for any reason.
5. Employees have the option of having checks deposited directly. Arrangements for direct deposit may be made with the payroll department at the Keystone office. If an employee is planning on picking up his/her paycheck they need to call Keystone before 3:00 pm otherwise paycheck will be mailed.
6. If an employee is planning to let another person pick up his/her paycheck, they need to call by 3:00 pm. employee must complete a **Paycheck Authorization Form**. The authorized person must bring it into the Keystone office in order for the check to be released. No checks will be released to a person other than the employee, or person listed on the Paycheck Authorization Form. Employee or person listed on the Paycheck Authorization Form must show a valid identification card with a picture to pick up a paycheck from the Keystone office.

## **6.4 Travel policy**

The tiny-k Director and the Advisory Board shall approve and schedule all out-of-state travel for Arc employee and Advisory Board members as determined necessary to accomplish the objectives and mission of tiny-k

When traveling out-of-state on business for tiny-k, employees/Advisory Board members will be reimbursed for meals (up to \$45 per day), tolls, ground transportation, airline transportation, parking, hotel accommodations, and other approved necessary expenses required to complete their assignment. Receipts for incurred expenses will be required, as will completed Request for Reimbursement forms. Employees/Advisory Board members will be expected to travel by the least expensive mode of transportation.

\* **Keystone is a tax-exempt agency.** Employees will not be reimbursed for any sales tax or gratuity (tips). No alcoholic beverage is allowed on a receipt (all items on the receipt will not be reimbursed).

## **6.5 Instate travel reimbursement**

Employees/Advisory Board members using their personal automobiles are required to have, carry, and provide evidence of minimum statutory liability insurance. Meals purchased while representing tiny-k are not reimbursable unless authorized by the employee's supervisor.

Local work related trips and work related instate travel for employees who travel less frequently will be reimbursed at a rate established by the Board of Directors based on, but not necessarily equivalent to, the state travel reimbursement rate. Employees requesting direct mileage reimbursement must provide a log of miles traveled including the dates and purpose of any travel and a signed Request for Reimbursement form.

Mileage will be reimbursed at the current state rate. The reimbursement rate and stipend amounts are to be reviewed by the Advisory Board at least annually.

## **Section Seven: SUPPORTING OUR CONSUMERS**

### **Child Abuse (GAAD)**

Any Keystone employee who has reason to know or suspect a child has been injured as a result of physical, mental or emotional abuse or neglect or sexual abuse, shall promptly report the matter to the local Social Rehabilitation Services (SRS) office or to the local law enforcement agency if the SRS office is not open.

Unless otherwise specified, Keystone employees will follow those policies adopted at each local district level and Keystone.

These policies will follow the guidelines established by the State of Kansas for reporting child abuse.

Procedures for Keystone staff making reports of abuse or neglect are as follows:

1. Notify the immediate supervisor and/or building principal prior to making the report, if possible, or as soon as possible after making the report.
2. The mandated report to SRS or law enforcement is verbal.
3. If the staff member believes a verbal report should be made, s/he must do so even if the supervisor disagrees.
4. A short written record of the report will be kept on file.