



# PERSONNEL MANUAL

Adopted 4/10/13

## 1. INTRODUCTION

The Kansas Head Start Association (KHSA) is committed to fair, clearly stated and supportive relationships between the organization and its staff. This KHSA Personnel Manual has been established to provide a guide to the personnel practices of the organization and to ensure consistency of personnel decisions. KHSA intends to manage personnel in a manner that complies with the letter and spirit of all applicable federal, state and local regulations. This document should provide guidance to staff at KHSA. It is not a part of any contract between KHSA and its employees, but rather a set of guidelines for personnel practices. Notwithstanding the provisions of this Personnel Manual, all employees are "at will employees" meaning they may be terminated at any time with or without cause without subjecting KHSA to a claim for breach of an employment contract.

### Employee Classification

All employees are classified as either regular or temporary:

- Regular employees are employees hired without a specific termination date.
- Temporary employees are employees whose position at the time of hire is for a short-term period.

Terms of employment will depend on agency needs and in no case will a temporary position be construed as being a contract for a definite time.

All employees also are classified as either exempt or non-exempt according to provisions of the Fair Labor Standards Act.

Regular Full-time Employees are those employees who work 40 hours per week and are eligible for all fringe benefits.

Regular Part-time Employees are those employees working at least, 20 hours but less than 40 hours per week. Part-time salaried employees are eligible for all fringe benefits and earn sick leave and vacation at a rate proportionate to the hours they work. Regular part-time employees that work less than 20 hours per week are not eligible for fringe benefits.

Temporary Employees are those employees who are paid hourly under Letter of Agreement for a specified period of time. Temporary employees are not eligible for benefits.

## 2. EQUAL OPPORTUNITY

KHSA is dedicated to offering equal employment opportunity to job candidates and employees. Employment decisions are based on merit and ability without regard to race, color, national origin, age, sex, sexual orientation, disability, or political or religious affiliation. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, lay-off, recall, transfers, leaves of absence, compensation and training.

## 3. RECRUITMENT PROCEDURES

KHSA intends to recruit, hire, and place applicants on the basis of the applicant's relative knowledge, skills, and abilities. KHSA will base its decision to employ an applicant solely on the individual's qualification for the particular position along with other requisite job skills. Minimum qualifications shall be specified in the job description.

When a new position is established, the Executive Director will prepare a job announcement identifying the position's responsibilities and overall relationship to KHSA for posting or circulation within KHSA and for public notification.

**Comment [EJV1]:** Should reword so ED doesn't have to do, but is responsible for making sure it is prepared AND POSTED

## 4. COMPENSATION

Persons employed by KHSA in a part-time or full-time classification, except those persons in non-exempt positions, will receive a salary negotiated at the time of recruitment. In setting compensation, KHSA may consider, among other things, external labor market rates, equitable relationship with other jobs within the organization and the organization's ability to pay.

**Comment [EJV2]:** Do we want to say:  
- non-exempt employees will receive a wage  
- exempt employees will receive a salary  
Both negotiated at the time of recruitment?

Employees may be eligible for a salary review at the beginning of each fiscal year. The Board of Directors will determine all compensation.

## 5. NOTIFICATION OF HIRE AND DOCUMENTS

At the time of hire, new employees will receive:

- a letter of hire,
- a job description, which details the magnitude of the work assignments and the full scope of responsibility for the position,
- salary and benefits detail, and
- a copy of this Personnel Manual.

Comment [EJV3]: What?

## 6. WORK SCHEDULE

KHSA will establish a 40 hour weekly work schedule for full-time employees, and whenever possible will accommodate each employee's personal commitments in consideration of the needs of KHSA and the job description. KHSA will establish a weekly work schedule for part-time employees based on the tasks required for the position and whenever possible will accommodate each employee's personal commitments.

## 7. HOLIDAY SCHEDULE

Official holidays are as follows:

- New Year's Day - January 1
- Martin Luther King Holiday - Third Monday of January
- Memorial Day - Last Monday of May
- Independence Day - July 4
- Labor Day - First Monday in September
- Thanksgiving Day - Fourth Thursday in November
- Day after Thanksgiving Day - Fourth Friday in November
- Christmas Eve - December 24
- Christmas Day - December 25

When New Year's Day, Independence Day, or Christmas Day falls on a Sunday, the following day shall be considered the official holiday. When these holidays fall on a Saturday, the preceding Friday shall be considered the official holiday.

### Personal Days

Each employee of KHSA also shall have two personal days to be used in each calendar year.

For regular part-time employees, holiday time will be compensated in proportion to the usual hours worked. Temporary employees are not compensated for holidays.

### **8. PARENTING LEAVE**

KHSA desires to assist new parents in balancing the demands of working and caring for children. KHSA will provide up to 12 weeks of unpaid family leave to any employee for the birth or adoption of a child. Leave must be initiated within six weeks of the birth or adoption of the child, unless otherwise approved by the Executive Director. The use of the 12 weeks shall be at the discretion of the employee and shall be discussed with the Executive Director as to its impact on ongoing work responsibilities and other employees. Although a maximum of 12 weeks is available, an employee may use accumulated sick leave as well as annual leave to enable either partial payment for or extension of the basic 12-week period. Special circumstances shall be reviewed by the Executive Director. Insurance benefits (if provided) will continue to be in force during this leave period but all premiums and expenses for benefits will be paid by the employee. Accrual of leave benefits and seniority cease during an approved leave. Upon completion of leave, the employee will be allowed to return to the same or a substantially similar position at the same salary as the employee earned prior to the leave.

### **9. ANNUAL LEAVE (Vacation Time)**

KHSA will provide to each full-time employee 96 hours, or 12 working days, paid annual leave based upon one year's full-time employment with KHSA. Part-time employees will receive annual leave on a pro-rated basis. Accrual of annual leave will commence upon the date of hire for each employee and will be based, on an annual basis, upon each individual's anniversary date with KHSA. Annual leave will increase with the number of years employed by KHSA as follows:

- 0-3 years = 12 days
- 4 years = 13 days
- 5 years = 14 days
- 6 years = 15 days

**Comment [EJV4]:** Or do we want to say start date?

- 7 years = 16 days
- 8 years = 17 days

Employees may use their annual leave as earned if absence from assignment does not unduly provide an impediment for completion of an assigned task or prevent other staff from completing their work assignments. The Executive Director must approve scheduled absences and the employee should request leave as soon as possible, but at least two weeks in advance.

KHSA will encourage each employee to utilize allotted annual leave during each individual's employment year. A maximum of five days, or 40 hours, may be carried over from one year to the next. All other accrued annual leave will be forfeited on the employee's anniversary date. The interchange or exchange of annual leave and sick leave is not allowed.

#### **10. SICK LEAVE**

KHSA will provide up to 12 working days each employment year to each staff person to be utilized for purposes of addressing health needs. Compensation will be based on the employee's salary rate at the time sick leave is taken. Sick leave may be used at the discretion of the employee and is granted for sickness of the employee, his or her spouse/partner, children, or other immediate family members. Sick leave can also be used for health needs, e.g. dental or medical appointments.

Each employee of KHSA should notify the office each morning he or she will be absent from work due to illness, if at all possible.

Sick leave may be accumulated up to a maximum of 60 days and may be carried over from one employment year to the next. At no time will compensation for any unused sick leave be made to an employee who is leaving employment.

Sick leave will be pro-rated for regular part-time employees. If requested by the Executive Director, the employee will provide documentation from their treating physician explaining their absence.

#### **11. COMPASSIONATE LEAVE**

Employees of KHSA shall be granted up to three working days with pay due to a death in their immediate family (mother, father, sister, brother, spouse/partner, child(ren), in-laws, grandparent, and grandchildren). The Board and/or the Executive Director will consider special cases on an individual basis.

## **12. JURY DUTY**

KHSA will pay an employee his or her normal pay for up to two weeks of jury duty. The Board and/or the Executive Director will consider special cases on an individual basis.

## **13. VOTING LEAVE**

KHSA will grant to all employees one-hour during the working day to vote in governmental elections when it is not possible to vote outside the regularly scheduled work time.

## **14. MILITARY LEAVE**

Employees absent on their annual two-week reserve or National Guard duty shall be considered on an excused leave of absence and may elect one of the following options related to their pay:

- The employee may take their vacation and retain their military pay.
- The employee may surrender their military pay to KHSA, receive their regular salary and take their vacation at a later date.
- The employee may take unpaid leave and retain their military pay.

An employee called up to active duty is allowed an unpaid leave of absence to meet her/his military responsibilities.

Upon honorable discharge from active duty, the employee will be allowed ninety days to apply for reinstatement to her / his former job. The employee will be reinstated to the same job formerly held, with the same duties, same level of pay, benefits and seniority had s/he not been on active military duty. Employee benefits will not accumulate during military leave. The employee will be given a Consolidated Omnibus Budget Reconciliation Act notice for election to continue insurances during the leave.

## **15. HARASSMENT**

KHSA is dedicated to offering a safe and professional work environment free of discrimination and harassment of any kind, including race, color, sex, religion, national origin, age, disability or veteran status.

Any type of undesirable or unwelcome requests, advances, language, gestures or physical contact will not be tolerated. Harassment is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his race, color, religion, sex, sexual orientation, national origin, age, disability or veteran status, or that of his relatives, friends or associates, and that:

- has the purpose or effect of creating an intimidating, hostile or offensive working environment;
- has the purpose or effect of unreasonably interfering with an individual's work performance; or
- otherwise adversely affects an individual's employment opportunities.

An employee who believes to have been, directly or indirectly, the object of harassment or other forms of discrimination should:

- 1) politely ask the offender to stop and inform the offender the "attention" is unwelcome and uninvited;
- 2) report it immediately to any of the following: the employee's supervisor or the Executive Director. If the offender is the employee's supervisor, the employee must report it to one of the other designated persons.

Investigation of the complaint will be treated confidentially. There will be no retaliation for reporting such information to any member of management or supervision. If an allegation of harassment or discrimination is substantiated, appropriate disciplinary action, including termination, will be taken.

## **16. REQUIREMENTS OF EMPLOYMENT**

Prior to employment, prospective employees must provide proof of a current, valid Driver's License and automobile insurance. Both must be maintained during the period of employment. In addition, KHSA will conduct a Kansas Bureau of Investigation (KBI) and a child abuse and neglect registry check on each prospective employee, with the cost incurred by KHSA. KHSA has the right to withhold or terminate

employment at any time should the above conditions not be met, or if any problem is identified through the background check process.

## **17. DRUG FREE WORKPLACE**

KHSA adheres to the requirements of the federal Drug-Free Workplace Act of 1988. Use of controlled substances is inappropriate behavior that subjects coworkers, grantees, contractors, visitors, and others to unacceptable safety risks and undermines KHSA's operating effectiveness.

Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide a drug-free, healthy, safe, and secure work environment.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance while engaged in KHSA business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

KHSA recognizes drug dependency as an illness and a major health problem. KHSA also recognizes drug abuse as a potential health, safety, and security problem. KHSA may encourage and/or require conscientious efforts to seek help for a drug abuse problem.

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off KHSA premises while conducting KHSA business. A report of a conviction must be made within five (5) days after the conviction. Such a conviction could result in disciplinary action, up to and including termination, or may require satisfactory completion in a drug abuse rehabilitation program. (This requirement is mandated by the Drug-Free Workplace Act of 1988.)

## **18. BENEFITS**

Benefits are not currently offered by KHSA; however, KHSA is committed to exploring options for offering such benefits as health and life insurance at group rates to employees. At such time as such offering is feasible, KHSA will provide appropriate information to employees. At such time as benefits might be offered and paid by KHSA, part-time employees would



receive such benefits on a pro-rated basis.

## **19. PERFORMANCE REVIEWS**

Each performance review should be a positive and interactive process whereby both KHSA and the individual being reviewed receive information about his or her success in meeting the responsibilities of the job, and KHSA can learn about its strengths and weaknesses as an employer of that employee. In general, the goal of KHSA is to conduct a performance review of each new employee during the first sixth months of employment, after the first year of service and annually thereafter.

## **20. EMPLOYMENT REFERENCES**

When KHSA receives a request for information from another person or entity about an employee, either during employment or after the employee's employment has ended, it is KHSA's policy to provide only the following:

- a. dates of employment
- b. last job title

In general, KHSA policy is not to furnish any other information about work performance or employment, unless the employee specifically directs it to do so and signs a release prepared by KHSA which authorizes it to do so. If an employee does not authorize KHSA to furnish any additional information, it will advise the requesting person or entity that, absent a release, KHSA's policy is to provide only the information set out above.

## **21. TERMINATION AND RESIGNATION**

Any employee of KHSA may resign by submitting a letter of resignation to the Executive Director at least ten working days prior to the effective date of the resignation, or in the case of the Executive Director, to the Board of Directors at least twenty working days prior to the effective date of the resignation.

At the time of the effective date of the resignation, the employee shall be able to use any accrued annual leave or the employee shall be paid for all unused accrued annual leave. If the employee has used all annual leave due prior to resignation, all hours used in excess of those earned shall be

deducted from the employee's final paycheck at the rate of salary paid at the time of resignation. No employee shall be compensated for any unused sick leave at the time of resignation.

#### Other Discharges

Discipline and/or discharge may result for many reasons including, but not limited to, inappropriate behavior and/or unsatisfactory performance.

Inappropriate behavior is defined as including, but not limited to, misbehavior on the job, refusal to do work reasonably expected, wrongful use of or taking of agency property, conviction of a felony, or violation of any policies or practices of KHSA.

Unsatisfactory performance means failure of an employee: to meet performance standards, to complete tasks in a timely, competent way, or to maintain an adequate attendance record. Uncooperative behavior or negative attitudes that affect the work or morale of others may result in termination. At the discretion of the Executive Director, any staff member facing termination for unsatisfactory performance may be given the option to resign as described in the above section under "Resignation."

## **22. EMPLOYEE APPEALS (Grievance Procedures)**

The purpose of the employee appeal procedure is to provide a means for employees to resolve their work place concerns with management. All regular and temporary employees of KHSA may file a grievance under this section.

Comment [EJV5]: What about volunteers?

#### Definition of an Appeal

A grievance shall be determined as an alleged misapplication of KHSA personnel policies. This procedure represents intent to offer a dispute resolution mechanism to the employees of KHSA. Failure by KHSA to exactly follow this procedure shall not subject KHSA to a breach of contract claim.

#### Timing for Appeals

To qualify for processing under this section, an appeal must be filed no later than thirty (30) calendar days after the date on which the aggrieved condition commenced.

*Step One:*

Any employee who is eligible may present an appeal to his/her immediate supervisor for discussion. The supervisor shall have five (5) regular working days in which to respond to the relief requested. Should the supervisor fail to respond within this time limit or if the employee finds the response unsatisfactory, the appeal may be reduced to writing, clearly specifying the policy allegedly misapplied, and the relief requested. The appeal should be submitted to the Executive Director within five (5) regular working days from the time the first step answer was due or was given. The Executive Director should respond in writing within five (5) days of receipt and if the Executive Director fails to respond within this time, or if the employee finds the response unsatisfactory, or in cases where the Executive Director is the immediate supervisor, the employee may proceed to Step Two.

*Step Two:*

The employee may submit an appeal to the Executive Committee of the Board if Step One has not resolved the issue. Upon receipt of a written appeal, the Executive Committee will inform the Board Chair of the appeal. The Executive Committee shall also convene a meeting (in person or through electronic means) wherein statements shall be taken from the appealing employee and the employee's immediate supervisor, as applicable, either separately or jointly at the discretion of the Executive Committee Chair. The Executive Committee may also request statements from other employees. The Committee may refuse to grant the employee's request for appeal when the issues involved are minor in nature, or involve evaluations or judgments by management unless they appear to be contrary to policy, malicious or vindictive. The Executive Committee shall have twenty (20) regular working days in which to respond to the employee in writing concerning the relief requested. If the Executive Committee fails to respond within this time limit, the employee may petition the Chair of the Board of Directors. Failure on the part of the employee to petition the Chair of the Board of Directors within thirty (30) days of the result of Step Two shall result in the appeal being waived.

*Step Three:*

The Chair of the Board shall convene a meeting with the aggrieved employee, the Executive Committee, the Executive Director and the Immediate Supervisor, as applicable, either separately or jointly at the discretion of the Chair. The Chair within ten (10) working days shall respond to the grievant in writing with the final decision. In all instances, a

thorough and fair investigation will take place, giving careful consideration to the rights and dignity of the people involved. The Chair will report the grievance and the result at the next regularly scheduled Board meeting.

### **23. WORK PRODUCTS AND FILES**

All supplies, materials, and work products of an employee if purchased by KHSA shall remain the property of the KHSA after resignation, discharge, or layoff of that employee. The employee may retain any personal files, but work files and other papers shall remain with KHSA.

### **24. CONSULTANT FEES, HONORARIA, GIFTS**

All employees are encouraged to participate in a variety of community and professional activities. In those instances where an employee's activities are part of their regular duties and responsibilities, any payment will be turned over to KHSA. All fees derived from KHSA reports, activities, events, or speaking engagements while employed by KHSA shall also be turned over to KHSA.

In some instances, an individual may do work that is based on activities or experiences prior to or separate from their regular duties and responsibilities at KHSA. To avoid actual or appearance of conflict of interest, any employee who engages in any remuneration activity in any field directly related to KHSA programs will report these activities in writing at the time of the performance review, and will report changes occurring in the intervening period to the Board and/or Executive Director. Employees considering separate activities which could potentially pose or be perceived to pose a conflict of interest will discuss these activities with the Board and/or Executive Director prior to committing to these activities.

### **Employee Acknowledgement**

I acknowledge that I have read and understood the procedures outlined in this copy of KHSA's Personnel Manual. I understand that this Personnel Manual provides only a general reference and is not a full statement of KHSA's procedure nor are they a contract. I will update this Manual as I am provided with new materials, and I will return my copy of the Personnel Manual to KHSA upon termination of my employment.

Employee signature: \_\_\_\_\_  
Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_

I have reviewed these policies with the above-named employee, and s/he has signed this document in my presence:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_