

# MMCRU School District Staff Handbook 2019-2020



## **HANDBOOK FOR EMPLOYEES OF THE MMCRU SCHOOL DISTRICT**

This handbook of the policies and procedures of the MMCRU School District is propounded to inform employees concerning a number of policies for the work environment.

The Board of Directors of the MMCRU School District may unilaterally revise, terminate or change any of these policies when it appears to be in the best interest of the school district.

This handbook is not a contract, expressed or implied, and is not intended to induce an employee to accept or continue employment with the school district.

### **1. At-Will Employment.**

The employment with the MMCRU School District is at-will. Pursuant to Iowa law, at-will employment is subject to termination, with or without reasons or notice, by the employer other than as required for licensed employees under Chapter 279 of the Iowa Code.

### **2. Equal Opportunity Employment.**

The school district is an equal opportunity employer and does not unlawfully discriminate against employees or applicants on the basis race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by the applicable law.

### **3. Non-Harassment Policy / Non-Discrimination Policy.**

The school district prohibits discrimination or harassment based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and is free from discriminatory practices, including without limitation harassment. Consistent with its workplace policy of equal employment opportunity, the school district prohibits and will not tolerate harassment on the basis of race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Violations of this policy will not be tolerated.

Discrimination includes, but is not limited to: making any employment decision or employment related action on the basis of race, color, religion, creed, age, sex, disability, national origin, marital or veteran status, or any other status protected by applicable law.

Harassment is generally defined as unwelcome verbal or non-verbal conduct, based upon a person's protected characteristic, that denigrates or shows hostility or aversion toward the person because of the characteristic, and which affects the person's employment opportunities or benefits, has the purpose or effect of unreasonably interfering with the person's work performance, or has the purpose or effect of creating an intimidating, hostile or offensive working environment. Harassing conduct includes, but is not limited to: epithets; slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an

individual or group based on their protected characteristic.

Sexual harassment is defined as unwelcome sexual advances, request for sexual favors and other verbal, visual 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.

### **Reporting:**

Any employee who feels that he or she has been harassed or discriminated against, or has witnessed or become aware of discrimination or harassment in violation of these policies, should bring the matter to the immediate attention of his or her building principal. The school district will promptly investigate all allegations of discrimination and harassment, and take action as appropriate based on the outcome of the investigation. An investigation and its results will be treated as confidential to the extent feasible, and the school district will take appropriate action based on the outcome of the investigation.

No employee will be retaliated against for making a complaint in good faith regarding a violation of these policies, or for participating in good faith in an investigation pursuant to these policies. If an employee feels he/she has been retaliated against, the employee should file a complaint using the procedures set forth above.

### **4. Drug-Free / Alcohol-Free Environment.**

Employees are prohibited from unlawfully consuming, distributing, possessing, selling, or using controlled substances while on duty. In addition, employees may not be under the influence of any controlled substance, such as drugs or alcohol, while at work, on school premises or engaged in the district's business. Prescription drugs or over-the-counter medications, taken as prescribed, are an exception to this policy.

Anyone violating this policy may be subject to disciplinary action, up to and including termination.

### **5. Hours of Work / Classified.**

#### **5.1 Full-time.**

A full-time employee means any hourly wage employee who is employed for a minimum of Two Hundred and Sixty (260) days and Thirteen Hundred (1,300) hours of work for a fiscal year.

Full-time employees may have different hours of work as well as weeks during the calendar year depending on the assignment by the administration. Hours and weeks will be

communicated to the employees prior to the commencement of the school year, however, these hours and weeks may be changed during the school year if a change is determined necessary by the administration.

In the event of a change, an appropriate notice will be provided to the employee.

## 5.2 Time Sheets.

Each hourly employee is required to record the appropriate hours and turn them in to the District Business Manager's office. These time sheets shall be submitted on a monthly basis. Bus drivers will submit payment requests for shuttle routes and extra trips on a monthly basis on a form supplied by the business manager.

Payments will be made only for the hours worked as indicated on the time sheet or paid leave as outlined in this document. Falsifying the time sheet will be grounds for dismissal.

## 5.3 Non-Hourly Employees.

Employees in this category shall have their monthly or annual salary determined from an established hiring schedule.

# 6. **Holidays / Classified.**

## 6.1. Holidays.

The school district shall have eight (8) scheduled holidays as follows:

July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Christmas Eve Day, ½ day  
Christmas Day  
New Year's Eve, ½ day  
New Year's Day  
Memorial Day

## 6.2 Observance of Holidays.

Holidays will be observed on the day on which they occur, except that if a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday may be observed as the holiday.

## 6.3 Eligibility for Holiday Pay.

In order to be eligible for receiving holiday pay, an employee must report for work on his/her last scheduled work day before the holiday and on his/her first scheduled work day after the holiday unless the employee is absent due to a vacation, bereavement, or personal illness.

No employee who has been laid off, or discharged, or who is under suspension, will be eligible for holiday pay.

#### 6.4 Pay for Holidays.

Regular full-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time up to a maximum of eight (8) hours for any one holiday. Regular part-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at a straight time prorated based upon their average daily hours of work.

#### 6.5 Work on a Holiday.

Employees required to work on a day designated as a holiday will be paid double time, in addition to their holiday pay. The appropriate principal or superintendent must approve all holiday work in advance.

### 7. **Vacations / Classified.**

#### 7.1 Vacation Accrual.

Employees who have completed one year of work are granted two (2) weeks paid vacation. If a full-time employee begins to work on a day after July 1, vacation time will be prorated.

#### 7.2 Vacation Pay.

Vacation pay will be paid on the basis of an eight-hour (8) day or the number of hours for which the employee is assigned to work if less than eight (8) hours.

#### 7.3 Scheduling of Vacation.

Vacation will be scheduled with the Superintendent of Schools and must be taken between July 1 and June 30 of the year following the year in which it was earned. Vacation time taken on days when school is in session requires prior superintendent approval.

#### 7.4 Vacation Carryover.

If vacation is not completely used during the year, unused vacation may be carried over in to the subsequent year. An employee may not carry over more than one-half of his/her allowable vacation. Any vacation days not carried over will be paid at the employee's regular rate of pay on the June paycheck, but must be reported to the Business Manager by noon on June 15<sup>th</sup>.

### 8. **Leave of Absence.**

#### 8.1 Sick Leave.

Employees will be allowed sick leave for temporary disabilities, including pregnancy, as follows:

All Staff will receive 15 days of sick leave each year with a maximum balance of 120 days. Employees will have access to an electronic balance of their accumulated sick leave days on or before September 15 of the school year. The superintendent may ask for a doctor's clearance after an extended illness showing an ability to return to work. Sick leave may only be taken in full or half day increments for the licensed staff or one quarter days for hourly employees. Sick days can be accumulated to a maximum of 120 of their contract days.

## 8.2 Short-Term Disability

Employees will be granted Short-Term Disability on a qualifying basis. Employees will need to complete a 2 week (10 days) qualifying period taken from their Sick Leave. If the event qualifies for Short-Term Disability, the 10 days would be credited back to the Sick Leave. Upon qualifying for Short-Term Disability an employee will have a total of 30 days (6 weeks) that can be used for that leave. If more time off is needed that leave would then come out of the employee's Sick Leave. In cases that an employee knows that an event will be for more than 10 days, the qualifying period will be waived and the leave can be classified as Short-Term Disability from the beginning.

## 8.3 Family Illness Leave.

In the case of a lesser illness to an employee's immediate family, the employee may be granted up to five (5) days of leave during a school year. The immediate family is defined as the parents/step parents, parents-in-law, children/step children, brothers, brothers-in-law, sisters, sisters-in-law, grandparents, grandchildren, sons-in-law and daughters-in-law of the employee and the employee's spouse. This leave shall be deducted from the employee's sick leave.

If a Licensed Employee needs to have additional family sick days, the following will apply:

- a. The 6<sup>th</sup> and 7<sup>th</sup> day will be deducted at the sub rate
- b. Days 8 and beyond would be a no-pay day at the employee's per diem.

## 8.4 Extended Leave/Family and Medical Leave.

- a. Extended Leave.

An employee who is unable to work because of a death of a member of his or her immediate family and who has exhausted all leave available may by a vote of the Board be granted a leave of absence without pay until the end of the school year, or for a shorter period of time which is mutually acceptable to the Board and the employee. If the employee wants to keep his or her fringe benefits intact, he or she must pay for them for the duration of the leave.

- b. Personal Leave.

Employees who are more than 0.5 FTE shall be granted two (2) days of personal leave per year. Employees who are 0.5 FTE or less shall be granted one (1) day of personal leave per year. Notice of intent to use such leave shall be made in writing to the superintendent or his/her designee two (2) days in advance of the absence, except in the case of an emergency, when the two (2) days notice period may be waived upon agreement by the superintendent or his/her designee. One unused personal day may be carried over by licensed employees to the next year or be reimbursed at the substitute teacher rate for teachers. Hourly wage employees may carry over one unused personal day.

Leave under this provision may be granted by the superintendent or his/her designee during the first five or last five student days of the school year and including beginning and ending in-service days, during parent-teacher conferences, or the day prior to or after a holiday vacation period, in the case of special circumstances. No salary deduction shall be made for an absence under this clause. This leave must be used in ½ or full day increments. This paragraph will not be grievable.

c. Jury Duty Leave.

Any employee called for jury duty during school hours or who is required to appear by subpoena in a judicial or administrative proceeding other than a proceeding under the Public Employees Relations Act or arbitration under his/her contract, shall be entitled to leave with full pay less reimbursement received. The reimbursement check must be turned over to the District by June 30.

d. Professional Leave.

Absence must be authorized by the superintendent or his/her designee to permit teachers to attend local, district, state or national meetings or conferences of a professional nature. Authorization for such absence can only be obtained by the written request to the superintendent one week prior to attendance at such meetings. Approval for attendance at meetings or conferences shall be based on their ability to provide meaningful contributions to the improvement of the educational program, on the budget, on the cost, and the availability of suitable substitutes. Leave may be granted for one event per year only, and reimbursement may not exceed \$300.00.

e. Serious Illness Leave.

Each employee will be excused without loss of pay, up to five (5) days of leave per occurrence in the event of a serious illness, usually necessitating hospitalization, in the employee's immediate family. The immediate family is defined as the parents/step parents, parents-in-law, children/step children, brothers, brothers-in-laws, sisters, sisters-in-law, grandparents, grandchildren, sons-in-law and daughters-in-law of the employee and the employee's spouse.

f. Bereavement Leave.

Each employee will be excused without loss of pay, up to five (5) days of leave per occurrence in

the event of a death of the employee's immediate family.

Up to three (3) days, per occurrence, without loss of pay will be granted in the event of the death of any other member of the employee's family or the employee's spouse's family.

Leave shall be granted upon request for one (1) day per occurrence for other funerals. This request shall be limited to two (2) occurrences per year.

g. **Military Leave.**

Any employee who is a member of a military branch or reserve and is called for service shall be excused without loss of pay or leave time for a period of three calendar months from the first day missed due to such service.

h. **Unpaid Leave.**

Employees may be granted unpaid leave at the discretion of the superintendent. Decisions regarding unpaid leave shall not be subject to the grievance procedure.

9. **Layoffs, Terminations and Reductions of Positions.**

The school district shall have the right to reduce positions as determined by the Board of Directors of the school district. In the event a layoff or reduction of positions, those decisions shall be made by the Board of Directors following a recommendation by the Superintendent. When it is necessary to reduce employees, consideration will be given to work performance, licensure and seniority and these shall be considered in no particular order. Performance, licensure and seniority are not the sole criteria to reduce employees, as the administration may have other factors that are more important for a specific position or person.

10. **Disciplinary Policy and Action.**

The school district has the authority to reprimand, suspend, discharge, or take other appropriate disciplinary action against employees in the event of performance contrary to the best interest of the school district.

11. **Unexcused Leaves and Tardiness.**

Unexcused leaves and tardiness may result in termination.

12. **Job Assignment.**

Employees of the school district shall continue in their original job assignment until transferred or reduced by the school district. Prior to transfer, termination or reduction, the employee will be advised of the reason(s) and reasonable notice will be provided based on the circumstances of the change of assignment or adverse action with regard to employment with the school district.



### **13. Teacher Hours, Vacation, and In-Service**

Teachers shall be employed by the school district for a school year on the basis of 187 days; 180 of which shall be teaching days with the balance being teaching, in-service, parent-teacher days, and preparation days as designated in the school calendar. New staff will have a 188 day contract with the additional day to be used for orientation and paperwork. This does not include any additional professional development days that may be mandated by the state.

In addition, it shall be understood and agreed that the employees shall attend meetings called by the administration for the conduct of building affairs, for curriculum work and for any other pertinent meetings as may be essential and necessary for carrying out the purpose of the District. The number of such meetings shall be of reasonable quantity in order to accomplish their purpose. The meetings may be called before or after school at the discretion of the administration. There will be a 2 hour early dismissal on the days prior to Thanksgiving and Christmas vacations. Employees shall not be required to perform duties on Labor Day, Thanksgiving, Christmas, New Year's Day, or Memorial Day.

Teachers shall be in their classrooms, shop, gym, locker room, or study hall, as assigned for the first period of the day by 7:45 a.m. and shall remain on duty until 3:45 p.m. Exceptions shall be made for employees who are assigned morning playground duties. The arrival and dismissal time may be varied by mutual agreement, provided that the hours shall not exceed 8 hours (including duty-free lunch). With the approval of their principal, employees may leave for appointments after the close of the student day. On Fridays and days before holidays, employees shall remain on duty until five (5) minutes after the close of the student day.

When school is dismissed early due to inclement weather conditions, teachers will be required to remain in school until after the busses have departed from the building to which they are assigned at the time of the early dismissal. When school starts late due to inclement weather, teachers will report for duty at the time which adjusted by the same number of hours as the start of the student day.

### **14. District Property.**

The property of the school district shall be used strictly for school business and employees are expected to preserve and maintain the property. In addition, this property shall include computers, internet and emails which are privileged resources of the school district and are only to be used to complete essential job related functions.

In addition, cellular telephones or other portable electronic devices are not expected to be used for personal reasons while on duty.

Employees are reminded that there is no expectation of privacy in their use of any electronic device owned by the school district or being used on the school district's operating system.

### **15. Work Performance.**

The school district expects each of its employees to act in a professional manner. Employees are role models for our students. A failure to adhere to being an appropriate role model may be cause for an adverse employment action.

**16. Health Provisions- Bus Drivers.**

Bus drivers must have a physical examination on a form provided by the Department of Transportation of the Department of Education. The cost of such examination, not reimbursed by insurance, will be paid by the Board.

**17. Overtime / Classified.**

**17.1 Work Week.**

The work week shall extend from 12:01 a.m. Sunday to 12:00 midnight Saturday.

**17.2 Definition of Overtime.**

All hours worked by employees in excess of forty (40) hours in a week will be compensated at a rate of one and one-half times the employee's regular hourly rate of pay.

**17.3 Computation for Overtime.**

For purposes of calculating overtime, the term "hours worked" will be defined as total hours in a work week and shall not include paid leaves of absence.

**17.4 Compensation for Overtime.**

Unless the employee and the employee's supervisor agree otherwise, overtime work will be compensated in cash.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one-half hours for each hour of overtime worked. The maximum number of hours of compensatory time which can be accumulated and used during the school year (July 1 to June 30) is twenty-four (24) hours. Compensatory time hours which are not used by June 15 shall be paid for in cash in the last paycheck in June. Any employee who has accrued 24 hours of compensatory time off shall be paid overtime compensation for additional overtime hours of work. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation.

Upon termination of employment, employees shall be paid for unused compensatory time at a rate of compensation not less than: (1) the average regular rate received by the employee during the last three years of the individual's employment or (2) the final regular rate received by the employee, whichever is higher.

Employees who have accrued compensatory time off may request the use of compensatory time and shall be permitted to use such time within a reasonable time period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

Compensatory time must be used in half-day increments.

This handbook has been prepared by the administration and distributed. The handbook contains permissive items of bargaining that will remain in its current form for two years. During the two year period in which the handbook is unchanged, the Board and the Association will establish a labor management committee to discuss any of the items covered in the handbook or issues of interest.

Employee acknowledges receipt of the handbook.

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(Signature of Employee)

Date