



Muscatine Community School District

EMPLOYEE HANDBOOK

HOURLY STAFF

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LETTER FROM THE SUPERINTENDENT

Dear Staff Members,

Welcome to the 2022-23 school year!

Every staff member, regardless of assignment, is a critical member of our Muskie Family. The dedication of our staff is witnessed as I tour buildings, walk the halls, and visit classrooms. Muskie staff work hard to promote the Muskie Way so that every student has the opportunity for a world-class education.

This handbook has been prepared to provide some general information and basic procedures. Please read the *Employee Handbook* information carefully and follow all procedures and guidelines as stated. You should also read your master contract and make sure you are aware of the current contract language. It is also your responsibility to know, understand, and abide by board policies located on our [website](#). If you have any questions, please do not hesitate to contact your building principal or the Human Resources Director.

On behalf of the entire district, I want to thank you for the work you do with/for the students of Muscatine. There is no higher calling than to help young people find and develop their talents. I look forward to working with all of you to make our mission's goal a reality.

Sincerely,

Clint Christopher
Superintendent

***The Muscatine Community School District Mission:
Muscatine Schools will develop a community
of successful learners and leaders.***

The Muskie Way

MUSCATINE COMMUNITY SCHOOL DISTRICT

FACILITIES AND LOCATIONS

Administration Center
2900 Mulberry Avenue
Muscatine, IA 52761
Phone: (563) 263-7223
Facsimile: (563) 263-7729

Transportation
2714 N. Isett Avenue
Muscatine, IA 52761
Phone: (563) 263-7288
Facsimile: (563) 263-4511

Facilities, Grounds and Maintenance
2705A Cedar Street
Muscatine, IA 52761
Phone: (563) 263-4740
Facsimile: (563) 263-7948

Susan Clark Jr. High
600 Kindler Avenue
Muscatine, IA 52761
Phone: (563) 263-0411
Facsimile: (563) 263-6645

Muscatine High School
2705 Cedar Street
Muscatine, IA 52761
Phone: (563) 263-6141
Facsimile: (563) 264-1794

Central Middle School
901 Cedar Street
Muscatine, IA 52761
Phone: (563) 263-7784
Facsimile: (563) 263-0145

Muscatine Early Learning Center
149 Colorado Street
Muscatine, IA 52761
Phone: (563) 263-4998
Facsimile: (563) 263-0273

Franklin Elementary
210 Taylor Street
Muscatine, IA 52761
Phone: (563) 263-5040
Facsimile: (563) 262-3923

Grant Elementary
705 Barry Avenue
Muscatine, IA 52761
Phone: (563) 263-7005
Facsimile: (563) 263-1030

Jefferson Elementary
403 E 9th Street
Muscatine, IA 52761
Phone: (563) 263-8800
Facsimile: (563) 264-0757

Madison Elementary
1820 First Avenue
Muscatine, IA 52761
Phone: (563) 263-6062
Facsimile: (563) 263-0212

McKinley Elementary
621 Kindler Avenue
Muscatine, IA 52761
Phone: (563) 263-9049
Facsimile: (563) 264-1271

Mulberry Elementary
3211 Mulberry Avenue
Muscatine, IA 52761
Phone: (563) 263-8143
Facsimile: (563) 263-8487

PLAN ON A PAGE

Muscatine Community School District Long-Range Plan 2017 – 2022

VISION

EVERY STUDENT IS A SUCCESS STORY

RIGOROUS
ACADEMICS

FOCUS ON
CAREER
PATHWAYS

DEVELOPMENT
OF ENGAGED
FUTURE
COMMUNITY
LEADERS

YOUR DISTRICT OF CHOICE

MISSION

Muscatine Schools will develop a community of
successful learners and leaders

CORE VALUES

Mutual Respect

Clear and Timely Communication

Students First

Dedicated to Learning and Achievement for All

TARGETS

- Students will graduate prepared for post-secondary options
- Students will learn in a positive and supportive environment
- Muscatine Schools will utilize resources effectively and equitably

INTRODUCTORY STATEMENT

A. Applicability

This Employee Handbook shall apply to all SCAP (Secretarial, Clerical, Aide and Para educators), Bus Drivers, hourly Classified Professionals, Custodial, Maintenance and Mechanics (CMM), and Food Service employees of the Muscatine Community School District.

B. Effect of Employee Handbook

This Employee Handbook is not intended to imply any contract of employment or any contractual rights. This Employee Handbook manual does not represent a contractual obligation on the part of the Muscatine Community School District or its duly authorized representatives. It is each employee's responsibility to become familiar with the policies and procedures of this organization.

This Employee Handbook is designed to acquaint you with the Muscatine Community School District and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You are expected to read, understand and comply with all provisions of the handbook as well as Board Policies. Board Policies can be found on our website at <http://www.muscatine.k12.ia.us/district/board/policies>. It describes many of your responsibilities as an employee and outlines the programs developed by MCSD to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

Individual locations may have developed a procedure manual specific to their location. In that event, this document would be used to supplement the location's procedure manual in whole or in part. However, this document would supersede a location's procedure manual in the event of duplication.

This Employee Handbook shall be maintained solely by the district. The Board of Directors of the Muscatine Community School District and/or the district's administration has the ability to interpret and imply provisions of the Employee Handbook.

C. Effective Dates

This Employee Handbook shall be effective upon being approved or accepted by the Board of Directors of the Muscatine Community School District or its duly authorized representatives. It shall be in effect for the duration of the school year in which it was approved, unless it is modified using appropriate procedures, including providing notice to all employees covered by this Employee Handbook.

D. Savings Clause

Should any section or language of this Employee Handbook be declared illegal by a court of competent jurisdiction, then that section or language shall be deleted from this Employee Handbook to the extent that it violates the law. The remaining sections and language shall remain in full force and effect.

E. Definitions

1. The term "Board", as used in this handbook, shall mean the Board of Directors of the Muscatine Community School District or its duly authorized representatives.
2. The term "district", as used in this handbook, shall mean the Muscatine Community School District.
3. The term "employee," as used in this handbook, shall mean all Secretarial, Clerical, Aides and Paraprofessionals (SCAP), Food and Nutrition Workers, Bus Drivers, and Custodial, Maintenance and Mechanics of the Muscatine Community School District. The term shall not mean any other employees of the Muscatine Community School District.

EMPLOYMENT, RECORDS AND ADMINISTRATION

A. Job Postings

Whenever a job opening occurs, other than a temporary opening as defined below, in any existing job classification or as the result of the development of a new job classification, a notice of such an opening shall be posted on the district's website for a minimum of five (5) working days, unless extenuating circumstances require fewer days. The notice shall include rate of pay, classification title, closing date, and minimum qualifications required for the job. Minimum qualifications may include successful testing, physical demands, working environment, bilingual skills and other minimum qualifications.

Applicants, who wish to apply for the opening including employees and employees on layoff from any classification, may do so. The district shall fill the opening, after interviewing the top applicants, by selecting from the applicant pool the candidate it believes who most closely matches the requirements of the position. Employees who are offered and accept a position in a different classification will begin at Year 1; or if the employee had prior years of service in that classification, will begin at the year following the number of prior years of experience on the wage scale.

During the first ninety (90) working days of employment or appointment to a new position, an employee will not be eligible to apply for vacancies in order to provide consistency for students. The contents of this section shall be noted prominently on all postings.

Pre-employment fitness-to-perform examinations may be required. Such examinations shall be specific to actual job requirements and essential functions of the job for which the applicant has applied and if required shall be paid in full by the district. Failure to meet the standardized medically valid criteria specific to the job requirements of the specific job for which the applicant has applied shall be valid grounds not to hire. However, the Americans with Disability Act (ADA) requirements for reasonable accommodation shall remain in force.

B. Transfer Procedures

Involuntary transfers of employees may be made by the employer when, in its judgment, such transfers are necessary for the efficient operations of the school system. Any employee so transferred will be notified, as soon as practicable, of the reasons for his/her transfer and, at his/her request, shall be entitled to a conference with the Superintendent or designee to discuss such reasons.

C. Hours of Work and Overtime

The building principal and/or employee's supervisor shall establish the normal workday within the total yearly hours projected for the position. Flexible work schedules and/or overtime shall be permissible provided they are approved in advance by the supervising administrator.

The workweek shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. Saturday. Overtime shall be paid at time and one-half (1-1/2) for all hours over forty (40) hours in a workweek.

Lunch: All employees except Food Nutrition workers, scheduled to work for more than four (4) hours shall have a minimum of one 30-minute duty-free, non-paid lunch break.

Paid Breaks: Individuals scheduled to work less than four (4) hours per day do not receive paid breaks.

Individuals scheduled to work four (4) hours or more but less than six (6) hours per day will be entitled to fifteen (15) minutes of paid break time per day.

Individuals scheduled to work six (6) hours or more per day will be entitled to two fifteen (15) minute paid break times per day. Breaks will be designated/ scheduled by the employee's supervisor. Breaks may not be combined with unpaid lunch period to extend the lunch or shorten the work day unless prior approval of the supervisor, and only on an exception basis.

Employees are considered on duty at all times that they are not on their scheduled duty-free lunch or paid break(s).

D. Wages – SCAP

All personnel shall be paid the wage as listed on the negotiated wage scale and posted on the district's website.

All personnel shall be paid the wage of their designated classification as listed below:

<u>Pay Grades</u>	<u>Classification Titles</u>
1	Administrative Services
2	Secretary
3	Clerk
4	Paraprofessional
4	Media Aide
5	Building Aide

E. Wages – Custodial, Maintenance and Mechanics

All personnel shall be paid the wage as listed on the negotiated wage scale and posted on the district's website.

All personnel shall be paid the wage of their designated classification as listed below:

Pay Grades	Classification Titles
1	Custodial Workers & Courier
2	Secondary School Lead Worker
3	Maintenance Worker I & Bus Mechanic
4	Maintenance Workers II
5	Head Mechanic & Crafts/Trades
6	MCSD Determined Licensed Crafts/Trades

In the event there are no custodial volunteers to work an event, the district may assign a custodian, in inverse seniority, to work the event. Said custodian will be paid in accordance with the law.

F. Wages – Food & Nutrition Workers

All personnel shall be paid the wage as listed on the negotiated wage scale and posted on the district's website.

All personnel shall be paid the wage of their designated classification as listed below:

Pay Grades	Classification Titles
1	Head Cook
2	Delivery, Cooks, Bakers & Head Cashiers
3	Sub Delivery Food Worker III
4	Cashiers and Worker II
5	Food Worker I
6	Head Delivery / Warehouse

In the event of extended absences of 1 week (5 days) or more, staff members may move up to the appropriate classification and be paid according to their number of years of service, providing they are working the same schedule and performing same duties as the individual who is absent for the extended period.

The FN Manager & Supervisor will sign off on a PAF & Supervisor will submit it to payroll for hourly rate pay differential.

Head Cook Manager

Head Cook will receive 10% of their hourly wage (for example, if their hourly rate is \$13.43 the increase would be \$1.34 per hour).

All others would be paid according to the wage scale.

G. Wages – Bus Drivers

All personnel shall be paid the wage as listed on the negotiated wage scale and posted on the district's website.

Midday route drivers will be paid for actual route times with a minimum route time of thirty (30) minutes.

Summer route drivers will be paid for actual route times.

Drivers will be reimbursed for attendance at required training courses, bus inspections and other non-route duties beyond 20 hours at the "Other Non-Route Duties beyond 20 hours" rate of \$8.70 as listed on the wage scale and posted on the District's Web site.

Bus Drivers are financially responsible for their own meals for both in-town and out-of-town trips.

The driver is responsible for maintaining their state authorization.

The district will reimburse employees for a chauffeur's license and/or a commercial driver's license at \$10.00 per year.

When an assigned trip requires an overnight stay, the assigned driver shall be reimbursed for the approved motel/hotel costs. The driver who takes such an overnight trip shall be in pay status until released from duty by the group advisor and they shall return to pay status when requested to perform duties by the group advisor.

Drivers who are required to take a drug or alcohol test shall be paid a flat rate of one hour of maintenance pay per test.

Drivers shall be paid at the maintenance rate of pay for time spent in court attendance and testifying in court related to stop arm violations.

The district will pay for physical examinations required by the Department of Transportation and/or the Department of Education. The district shall reimburse the employee not to exceed \$90.

Drivers absent during his/her regular summer route will use any personal or sick leave available to them.

H. Mid-Day and Summer Route Assignments

Mid-Day and Summer routes will be assigned by seniority when possible. Transportation Supervisors will have final approval of assignments.

Midday and Summer route drivers will be paid for actual route times with a minimum route time of thirty (30) minutes.

All known summer routes shall be bid before the end of each school year pursuant to the bid process. Summer route drivers will be paid for actual route times. Following the summer route bid, any subsequent summer routes will be assigned by seniority to remaining interested drivers.

Each driver will be responsible for pre-trip inspection, maintaining the cleanliness of her/his bus and for daily bus maintenance.

Extra maintenance time must be pre-approved by a Transportation Supervisor. Extra maintenance time duties including training, required meetings and other non-route duties beyond 20 hours per year shall be paid at the maintenance rate of pay based upon actual hours worked and shall not count for determining eligibility for life, health, and long-term disability insurance.

I. Activity Trips

An activity trip notice and assignment summary shall be kept updated through the activity trip database. Transportation Supervisors will have final approval of assignments.

If multiple drivers are scheduled for a trip and it ends up being overstaffed, the senior most driver(s) get the trip. Drivers who did not get to drive the trip due to the overstaffing shall be paid for two hours at the activity rate.

During the school year, regular drivers on the activity trip sign up list shall have preference over substitute drivers in being offered evening high school trips of 6.0 hours or more duration. For activity trips that occur during regular route hours, a substitute driver would be used to drive the route of the regular driver.

Cancellation of an assigned activity trip less than 24 hours of a departure time will result in two hours of activity rate pay.

J. Seniority

Seniority means an employee's length of continuous service.

An employee shall lose their seniority and the employment relationship shall be broken and terminated in the following cases:

- (a) Accepted employee resignation.
- (b) Upon discharge.
- (c) Absent without notification or district approval, including failure to return from an approved leave of absence.

(d) Retirement.

K. Evaluation

To be retained new employees must receive a satisfactory evaluation prior to the conclusion of their probationary period. Probationary employees shall be evaluated prior to their 45th working day and again prior to their 90th working day.

All non-probationary employees shall be evaluated at least annually. The evaluation forms will be developed by the district. Employees shall be given their evaluation with a copy retained by their supervisor.

Employees shall have **ten (10)** working days to respond to the evaluation in writing. Copies of the evaluation and the employee's response, if any, shall be filed in the employee's personnel file.

L. Access to Personnel Files

All personnel records shall be kept and preserved by the Human Resource Department and shall be housed in the administrative offices of the district. All personnel records shall be maintained pursuant to Iowa and Federal law and are only destroyed based upon approval obtained or granted by the State Records Commission.

Employees shall have access to their own personnel file and records kept by the district. Employees may view their file by setting up a mutually agreed upon time. Employees, at their expense, may request a copy of any of their personnel file.

M. Layoffs

In the event a layoff becomes necessary, the employer will determine which employees are to be retained in order to have the best staff available, and will consider employees needed to maintain program continuity, employees' seniority, evaluations, skill, qualifications, ability, certifications, and education. It is anticipated that seniority shall normally be the controlling factor; however, other factors may override seniority in unusual circumstances.

Those employees to be laid off will be notified in writing by the Superintendent or designee as soon as is practicable.

N. Conflict Resolution

Any written, alleged violation of an express provision of this handbook, including the application, meaning or interpretation of an express provision of this handbook, shall be settled in the following manner:

Step I The employee shall first discuss the matter with her/his immediate supervisor.

- Step II If the conflict is not satisfactorily resolved at Step I, the matter will be discussed with the Department Supervisor.
- Step III If the matter is not satisfactorily resolved at Step II, the employee shall take up the conflict with the Director of Human Resources. The decision of the H. R. Director shall be final.

EMPLOYEE BENEFIT PROGRAMS

A. Health and Accident Insurance

Any regularly scheduled hours that are worked shall count for purposes of determining benefit eligibility. Qualifications for benefits are subject to the specific unit in which the most hours are worked. Benefits are charged to the unit in which the employee has the most hours.

Each qualified employee shall be covered by a health and major medical program. The monthly single premium for the employee shall be paid for the summer months regardless whether the employee has a paycheck or not. However, should the employee not have a paycheck and the employee has a payroll deduction for the health insurance family plan, such employee shall send to the Muscatine Community School District the premium for the months in which the individual does not receive a paycheck.

Payment for continuing coverage of the family plan shall be paid by the 20th of each month. The district shall contribute \$200 per month for those employees entitled to receive individual insurance and who elect to take dependent coverage. If the cost of such dependent coverage increases, employees shall pay for such increase, but the district shall not lower benefit levels to maintain lower employee costs. Employees shall be informed of any insurance premium increases as soon as the district is informed.

B. Health Insurance Provisions

All employees that qualified for Board-paid health insurance as of 6/30/18 will continue to receive those benefits unless employment terminates or hours are reduced as defined below.

All employees hired on or after 7/1/18 who are scheduled 32.5 or more hours per week shall qualify for Board-paid health insurance.

Should an employee qualifying for Board-paid insurance be reduced in hours by management to a number below needed to qualify for Board-paid health insurance, said employee shall continue to have his/her health insurance coverage for the next three (3) months.

Should an employee qualifying for Board-paid insurance request and be granted reduced scheduled hours to less than 32.5 hours per week for SCAP, Food and Nutrition, and Bus Drivers or to less than 30 hours for Custodial, Maintenance and Mechanics employees hired prior to 7/1/18, insurance coverage shall be terminated at the end of the month that the individual begins working the shortened work week.

C. Life Insurance

1. SCAP, Food and Nutrition and Custodial/Maintenance

Employees scheduled to work four (4) or more hours per day, twenty (20) hours per week, shall receive \$50,000 in district-paid life insurance which includes accidental death and dismemberment coverage.

2. Bus Drivers

All regular drivers hired before July 1, 2017 shall receive a \$75,000 District paid life insurance policy which includes accidental death or dismemberment coverage. All regular drivers hired after July 1, 2017 shall receive a \$50,000 district-paid life insurance policy which includes accidental death or dismemberment coverage.

Employees who qualify for life insurance under the above, may elect to purchase additional life insurance via payroll deduction under the terms and conditions of the policy.

D. Long Term Disability

The district shall pay the cost of long-term disability insurance for employees scheduled to work 30 hours or more per week, which shall provide disabled employees with 70% of their base salary during the term of their disability to age 65. Such payments shall begin 90 calendar days after the commencement of the disability or after an employee has exhausted all unused sick leave benefits, whichever comes later. The provisions of the policy shall be set forth in the insurance document.

E. Voluntary Payroll Deductions

Employees may purchase an annuity from any of the State-approved companies. Eligible employees may enroll or make changes on their salary reduction amounts anytime. Maximum contribution to all annuity companies may not exceed the amount as provided by law.

Employees may start, stop or make changes on appropriate United Way deductions cards with equal monthly deductions beginning in January and terminated either six months (June) or twelve months (December) later.

Deduction for dependent insurance on the 1st and 15th paydays provides coverage for the current month. Increasing or decreasing the number of dependents covered under dependent medical insurance may be done during annual open enrollment or when there is a qualifying life event (e.g. marriage, divorce, birth or death of a dependent child, etc.).

Employee shall be eligible to participate in an IRS Section 125 Flexible Spending Plan.

F. Leaves of Absence

All leaves are pro-rated if an individual begins work after the normal starting date, (e.g. an employee begins work at the end of the first semester and would receive 5 days sick leave until the end of the school year, not 10). A day of leave is considered the individual's normal working day, (e.g. a person working 4 hours per day would receive 4 hours' sick leave pay and would be reduced 1 sick leave day on his total accumulated balance).

Employees must log-in to the absence system to request time off and to determine the balances of all eligible leave time. Absences must be entered into the absence system as soon as the employee knows they will be unable to report to work; this allows the system to search for a substitute employee if one is required. Bus Drivers who drive a regular route may take time off in half-day increments. Bus Drivers who drive a regular route and a mid-day route, may take time off in one-third of a day increments.

Maintenance employees may take time off in one-fourth of a day increments. All other employees for whom a substitute is required may also take **time off in quarter-day increments.**

An employee shall report their intention to be absent from duty to their immediate supervisor or designee in a manner that is reasonable and acceptable to their immediate supervisor.

1. Sick Leave

All employees shall be entitled paid sick leave days on the date of hire and on July 1st of each subsequent year based on the following schedule.

- 10 days the first year
- 11 days the second year
- 12 days the third year
- 13 days the fourth year
- 14 days the fifth year
- 15 days the sixth and subsequent years

Unused sick leave shall be accumulated from year to year with a 135-day limit. While no more than 135 days may be accumulated, an employee using the entire allotment because of an extended illness during any one year shall be credited with the sick leave days remaining in the current year to which (s)he would otherwise be entitled. In other words, a person may have earned, accumulated and then use up to 150 days in any one fiscal year.

Sick leave shall be defined as the absence of an employee from their regularly assigned duties as a result of the employee's and or employee's immediate household member's

illness, injury or disability, and or the serious illness, injury or disability of the employee's mother, father, mother-in-law, or father-in-law, child or grandchild.

Sick leave used as a result of an immediate household member's illness, injury or disability, or the serious illness, injury, or disability of the employee's mother, father, mother-in-law, or father-in-law, child or grandchild will be limited to five (5) days. In the event that one or more of the persons listed above has received a terminal illness diagnosis, the employee will be allowed to use up to fifteen (15) additional days of sick leave for the purpose of providing care to the family member.

An employee may use up to two (2) days of their sick leave for **personal** medically related appointments. Employees needing follow-up medical appointments for the same diagnosis/ongoing medical condition are allowed to use sick leave up to their maximum accumulated.

2. Personal Leave

At the beginning of every school year, each SCAP, CMM, and Food Service employees shall be credited with two (2) paid days and each Bus Driver shall be credited with three (3) paid days to be used for the employee's personal leave. A personal leave day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day(s) shall notify the employee's immediate supervisor or designee at least one day in advance, except in cases of emergency. The employee may be asked to explain the reason for any personal leave when requested for a school day immediately before or after a holiday, weekend or vacation period and reasonable restrictions may be imposed on personal leave on such days. An employee may carry-forward up to one day of unused personal leave into the next fiscal year, which begins on July 1st of every year.

3. Jury and Legal Leave

Any employee called for jury duty during scheduled working hours or who is subpoenaed to appear before any district court shall be provided the time without loss of pay.

The employee will:

- a. Accept full pay from the district for normal working hours for the time off and shall turn over any pay received from the clerk of courts to the district, minus payment for mileage paid for service.

4. Bereavement

Up to five (5) paid days leave at any one time for the death of the employee's spouse, parent, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-child, step-parent, step-brother, step-sister, or any other member of the employee's immediate household; and up to three (3) days for grandparent-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew, provided

the employee attends and/or makes arrangements for such funerals. Bereavement leave may be used as needed and does not have to be consecutive.

Bereavement leave for death of a friend(s) not to exceed more than one full day or two (2) half days per year. In the event of the death of an employee or student in the Muscatine Community School District, the immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

5. Emergency Leave

An emergency is a condition/situation that requires the presence of the employee. Up to three (3) paid days of leave with full pay for emergencies may be granted to employees during each school year at the discretion of the Human Resources Director.

6. Military Leave

A leave of absence and pay for such leave shall be granted pursuant to law.

7. General Leave

Employees using more than five (5) consecutive personal illness days are required to contact the Benefits Department to obtain appropriate Leave of Absence and/or FMLA paperwork. Employees returning from an approved leave of absence must provide a Fit for Duty form completed by his/her physician as provided by the district. Depending on the nature of the leave and/or if the leave of absence is four (4) weeks or more, employee may also be required to successfully complete a Work Steps physical prior to returning to work. The Work Steps physical will be arranged and paid for by the district.

Upon return from a leave of absence, employees will return to a position of comparable duties and hours.

8. Dock Time (Unpaid)

Our employees play a vital role in educating and supporting our students to reinforce the District's Vision and Mission. While employees are provided paid time off, the district understands that certain situations/events may occasionally require additional time away from work. These situations/events would be considered unpaid time off and may be approved by the H. R. Director under the following guidelines:

Dock time (unpaid) must be requested in advance of the absence for:

- A once-in-a-lifetime opportunity; and

- Employee has a record of good attendance; and

- Employee did not request/use any dock time during the prior school year.

Unpaid dock time will only be allowed after all paid time off has been exhausted. Unpaid dock time will be denied if not requested as outlined above. Denied dock time will be considered an unexcused absence and subject to disciplinary action.

Dock leave is not guaranteed and may be denied due to building/district needs in addition to requests not meeting the above guidelines.

G. Holidays

All employees working less than a twelve (12) month basis shall be paid for the following holidays:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving (except Food Service employees)
- Christmas Eve (except Food Service employees)
- Christmas Day
- New Year's Day
- President's Birthday
- Easter Monday
- Memorial Day

All employees working on a twelve (12) month basis shall be paid for the following holidays:

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- President's Birthday
- Easter Monday
- Memorial Day

Should any of the above holidays fall on a Saturday or Sunday, the Friday preceding or Monday following shall be designated as the holiday unless otherwise communicated by the Director of Human Resources. For an individual to receive holiday pay, (s)he must work the last full scheduled day before and first full scheduled day after the holiday or be on paid leave status.

Employees who perform no work on a holiday shall be paid eight (8) hours of their regular hourly rate of pay unless their regular work day is more or less than eight (8) hours, in which case the employee will receive their regular rate of hourly pay for the hours they regularly work.

Employees, other than Custodial, Maintenance and Mechanics (CMM), who are required by their supervisor to work on a holiday will be paid, in addition to their holiday pay addressed in the sentence above, time and one half (1-1/2) their regular hourly rate of pay for all hours worked.

Custodial, Maintenance and Mechanics, who are required by their supervisor to work on a holiday will be paid two (2) times their regular hourly rate of pay for all hours worked. When deemed necessary by the Director of Facilities, or designee, all employees providing the services of a call-in shall be paid a minimum of two hours of work at time and one-half (1-1/2), which includes locking building doors.

H. Vacation

All personnel working a twelve-month basis shall have earned paid vacation based upon anniversary date of initial employment, as follows.

In the event that a 12-month employee has worked as a 9-month employee, all years of service shall be counted in determining the applicable vacation benefit.

5 days	Hire date (Prorated at date of hire to 7-1-XX.)
10 days	the next 7-1-XX through 4th anniversary
15 days	5th year of service through 12th anniversary
20 days	13th year of service through 19th anniversary
25 days	20th year of service and any subsequent year

Employees resigning their positions or laid off from their position during the anniversary year shall be entitled to use the pro-rated number of days of vacation.

SCAP vacations shall be scheduled at a time when it is not necessary to provide another individual to cover the normal work load of the employee on vacation and with supervisor approval.

All vacation days should be used in the year earned, July 1 through June 30. Employees may carry no more than five (5) vacation days into July of the new fiscal year and those days must be used by July 31.

No paid vacation leave shall be granted during the five working days preceding and including the first day of school and the five working days preceding and including the last day of school without supervisor approval.

CMM employees may take no more than two (2) weeks' vacation at one time every 30 days without supervisor approval.

BUSINESS ETHICS & EMPLOYEE CONDUCT – WORK PRACTICES

A. Activity Pass

Each employee may use his/her district-issued photo ID badge as an activities pass. This pass will admit the employee and companion. If the district requires employee's services during such an event, due to unforeseen circumstances, the employee will provide the assistance required when in attendance.

B. Emergency Closing – Late Start/Early Dismissal

If school is delayed or dismissed early due to inclement weather, the following procedures will be applicable for hourly employees scheduled less than 12 months per year.

Late Start

All less than 12-month hourly employees except special education bus aides will report thirty (30) minutes prior to the late start time of their respective school. All other employees shall report to work at their regularly scheduled start time.

Early Dismissal

All less than 12-month hourly employees except special education bus aides may leave after the students have been safely released to their parents/guardians and school buses. All other employees shall be dismissed when released by their building administrator.

Make-up of Missed Time

With the approval of the employee's supervisor/administrator the employee may choose to make up lost time incurred due to late starts and/or early dismissals for inclement weather. Such time must be made up within the same work week and by mutual agreement of the employee and supervisor.

If making time up, employee needs to enter a note signaling the reason for the exception in daily work hours (example: "making up one hour from late start on Tuesday").

All 12-month employees may use personal leave, annual leave, work or make other arrangements with their immediate supervisor.

On district scheduled early dismissals or late starts as noted on the Board-approved calendar, all less than 12-month secretaries, all less than 12-month clerks and all 12-month employees will work their normal hours. All other employees may choose to work their normal hours, or make other arrangements regarding this time with their immediate supervisor. If mandatory training or a mandatory meeting has been previously communicated, then all less than 12-month employees and all 12-month employees will attend said mandatory training/meeting.

C. Computer, E-mail, and Internet Usage

As a user of the Muscatine Community School District network, employees are expected to comply with the Network and Electronic Mail Agreement for Employees regarding communications over the network, while honoring all School Board Policies and Federal, State and local statutes and regulations.

D. Workplace Expectations – *See also Work Rules*

It is the district's expectation that all employees maintain professional working relationships and an environment that encourages mutual respect and collaboration among staff, students and the public. Therefore, all employees are expected to comply with the following workplace expectations.

Category 1: Performance Expectations:

1. Successfully perform assigned job duties consistent with State and district standards.
2. Demonstrate professionalism by coming to work well-groomed and dressed in a professional manner, including the display of the MCSD identification badge, appropriate to the work environment.
3. Provide accurate and complete information when required by the district.
4. Stay focused on assigned responsibilities; be productive and use all available time to accomplish expected work tasks – personal business should be accomplished outside of work time and/or during scheduled time off.
5. Follow the direction of your supervisor/designee.

Category 2: Compliance with District Policy, Regulation, Procedure, and Practice Expectations:

1. Comply with all district policies, regulations and procedures.
2. Disclose possible conflicts of interest.
3. Protect the confidentiality of sensitive information (oral, written or electronic).
4. Comply with all licensure or qualification requirements.
5. Demonstrate honesty, integrity and accuracy in all employment actions including the maintenance and completion of records and the accurate recording of time worked. Two instances within six (6) months of missing entries in the time and attendance system (e.g. forgetting to punch, scan, etc.) not due to system issues will be cause for discipline, up to and including termination.

6. Abstain from unauthorized solicitation.

Category 3: Attendance Expectations:

1. Attend work as scheduled and arrive on time fully prepared to begin work. Follow established building/department procedures if there is a need to leave the workplace.
2. Demonstrate honesty and civility when requesting leave time. Request contractual leave responsibly to reduce unreimbursed time requests.
3. Notify supervisor well in advance of any unscheduled absence in accordance with building/department notification procedures.
4. Observe time limits for scheduled lunch and break periods. (Note: Employees are discouraged from leaving the campus during a contractually paid break or preparation period when students are present.)
5. Barring circumstances outside the employee's control, being absent without notification or district approval will constitute a voluntary resignation.

6. Tardiness must not be habitual.

Category 4: Safety and Use of Muscatine Community School District Property. Expectations:

1. Perform assigned tasks safely, competently and according to performance and behavioral expectations of the department/work unit.
2. Use and safeguard district property through proper and authorized use.
3. Adhere to and comply with district and department-specific safety policies and training requirements. Identify safety issues, and report all hazards, incidents and safety concerns on a timely basis to allow for appropriate district action.

Category 5: Teamwork and Workplace Behavior Expectations:

1. Cooperate and collaborate with supervisors and co-workers.
2. Use respectful, courteous and helpful language when communicating with others. Loud, boisterous, intimidating, abusive or malicious language would be considered a violation of accepted workplace standards.
3. Adhere to the district's curriculum and instructional policies, procedures and guidelines. Participate in designated professional learning activities and avoid scheduling appointments or personal leave during this time.

Items considered misconduct, include but are not limited to:

- Not abiding by district Policies, Procedures and Work Rules
- Violating Federal and/or State Laws
- Theft
- Dishonesty
- Fighting/bullying
- Failing to share relevant information with the district
- Unacceptable/disruptive behavior
- Absenteeism/attendance abuse
- Punching, scanning, or otherwise entering another employee's information into the time and attendance system
- No Call – No Show including failure to return from an approved leave, except when circumstances are beyond the employee's control

E. Employee Use of Social Media & Networking Sites

The district recognizes the prevalence of social media used for personal and educational purposes and acknowledges that its employees have the right to speak out on matters of public concern. However, the district also has the right to address the speech of employees in certain circumstances. Accordingly, it is essential that employees conduct themselves in such a way that their personal or educational use of social media does not adversely affect their position with the district.

The purpose of this regulation is to establish protocols for the use of social media by employees and to outline expectations for its use regardless of whether access to any social media is through a district-owned computer. Social media includes, but is not limited to, social networking websites such as MySpace, Facebook, Twitter, Instagram, SnapChat, personal web pages or blogs, educational networking sites and electronic messaging.

1. Expectations for the use of personal social media

District employees should:

- a. Refrain from accepting current MCSd students as “friends” on personal social networking sites.
- b. Be aware that people classified as “friends” have the ability to download and share your information with others.
- c. Remember that once something is posted to a social networking site it may remain available online even if you think it is removed and it may be far-reaching.
- d. Set and maintain social networking privacy settings at the most restrictive level.
- e. Not use a social networking site to discuss students or employees.
- f. Not post images that include students.

2. Expectations for use of educational networking sites

District employees must:

- a. Notify your supervisor about the use of any educational network and discuss with your supervisor the need for notification to parents and other employees.
- b. Use District-supported networking tools when available.
- c. Be aware that all online communications are stored and can be monitored.
- d. Have a clear statement of purpose and outcomes for the use of the networking tool.
- e. Establish a code of conduct for all network participants.
- f. Not post images that include students without parental release forms on file.
- g. Pay close attention to the site's security settings and allow only approved participants access to the site.

3. Expectations for all networking sites

District employees should:

- a. Not submit or post confidential or protected information about the district, its students, alumni or employees. You should assume that most information about a student is protected from disclosure by both federal law (the Family Educational Rights and Privacy Act (FERPA) and state law (Iowa Code Section 22.7(1)). Disclosures of confidential or protected information may result in liability for invasion of privacy or defamation.
- b. Report, as required by law, any information found on a social networking site that falls under the mandatory reporting guidelines.
- c. Not use commentary deemed to be defamatory, obscene, proprietary, or libelous. Exercise caution with regards to exaggeration, colorful language, guesswork, copyrighted materials, legal conclusions, and derogatory remarks or characterizations.
- d. Consider whether a particular posting puts your professional reputation and effectiveness as a district employee at risk.
- e. Be cautious of security risks when using applications that work with the social networking site. (Examples of these sites are calendar programs and games.)
- f. Run updated malware protection to avoid infections of spyware and adware that social networking sites might place on your personal computer.
- g. Be alert to the possibility of phishing scams that arrive by email or on your social networking site.

Iowa Code Section 22.15 requires an employer, prior to taking disciplinary action, to notify the employee in writing that information placed in his/her personnel file as a result of discipline may become public record.

F. DISCRIMINATION AND HARASSMENT BASED ON SEX PROHIBITED

In accordance with Title IX of the Education Amendments Act of 1972, the Muscatine Community School District prohibits sex discrimination, including sexual harassment as defined by the regulations implementing Title IX (34 C.F.R. § 106.30), against any individual participating in any education program or activity of the district. This prohibition on discrimination applies to students, employees, and applicants for employment.

The Board authorizes the Superintendent to adopt procedures for any individual to report sexual harassment to the district's Title IX Coordinator, for the provision of supportive measures to anyone who has been subjected to sexual harassment whether or not they proceed with a formal complaint under those procedures, and for the investigation and resolution of such complaints, as required by Title IX. This Title IX grievance process shall be used to respond to all complaints of sexual harassment that fall within the scope of Title IX. For complaints of sexual harassment that do not fall within the scope of Title IX, the district may still offer supportive measures to the target of such conduct and shall apply any other policy or procedure applicable to the alleged conduct.

Any individual with questions about the district's Title IX policy and procedures, or who would like to make a report or file a formal complaint of sex discrimination or sexual harassment may contact the district's designated Title IX Coordinator, Jaime Kroeger, Muscatine Community School District, 2900 Mulberry Avenue, Muscatine, Iowa 52761, 563-262-4174, jaime.kroeger@mcsdonline.org, or Deputy Title IX Coordinator, Mike Henson, Muscatine High School, 2705 Cedar Street, Muscatine, Iowa 52761, 563-263-6141, mike.henson@mcsdonline.org.

Retaliation against a person who made a report or complaint of sexual harassment, assisted, or participated in any manner in an investigation or resolution of a sexual harassment report or complaint is strictly prohibited. Retaliation includes threats, coercion, discrimination, intimidation, reprisals, and/or adverse actions related to employment or education. Any individual who believed they have been retaliated against in violation of this Policy should immediately contact the district's Title IX Coordinator.

SAFETY

Employees are expected to perform assigned tasks safely, adhere to and comply with district and department-specific safety policies and training requirements, identify safety issues, and report all hazards, incidents and safety concerns on a timely basis to allow for appropriate district action.

All employees are required to visibly wear their district-issued photo ID badge at all times while at work.

A. Reporting of Injuries

In accordance with Board Policy, if an employee is injured on the job, it is the responsibility of the employee to file an accident report with the Benefits Specialist within 24 hours, and call the injury into the carrier, SFM, at 855-675-3501. Any and all injuries shall be treated by the school district's designated worker's compensation physician(s). Emergency assistance should be obtained from Unity Hospital or the nearest hospital or medical facility. Any attempt to seek treatment from other than the district approved physician(s) may result in the employee being responsible for payment for the treatment.

B. Worker's Compensation

The district shall provide worker's compensation insurance is provided for employees injured on the job in accordance with applicable laws of the State of Iowa. Individuals injured on the job and qualifying for lost time benefits may supplement workers' compensation benefits by using available sick leave benefits.

C. Return to Work Program

It is the intent of the Muscatine Community School District to identify meaningful work for employees who are temporarily unable to perform all, or portions of, their regular work assignments or duties due to a work-related injury. The goal is to allow valued employees the ability to return to productive work as quickly as possible. This may include a modification to the employee's original position or providing an alternative position, depending on the employee's medical restrictions and providing that it does not create an undue hardship to the district.

By providing temporary transitional or modified work activity, injured employees remain an active and vital part of the organization. The return-to-work program reduces lost time days, allows workers to recover more quickly, and makes for a more positive work environment. All employees, regardless of work-related injury, will be considered for placement in the return-to-work program. As provided in state law, the district will direct work-related medical care to its designated workers' compensation provider and accept referrals to other providers when deemed appropriate by that designated provider.

