

**MAQUOKETA VALLEY COMMUNITY SCHOOLS
CLASSIFIED EMPLOYEE HANDBOOK
2022-2023**



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DISCLOSURE

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 Maquoketa Valley 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 shall be maintained solely by the District. The Board of Directors of the Maquoketa Valley Community School District, the District, and the District's administration has the ability to interpret and imply provisions of the Employee Handbook.

Applicability

This Employee Handbook shall apply to all full-time and regular part-time employees. It does not apply to the superintendent, principals or certified staff employees.

Effective Dates

This Employee Handbook shall be effective upon being presented to the Board of Directors of the Maquoketa Valley 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.

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.

Definitions

The term "Board", as used in this handbook, shall mean the Board of Directors of the Maquoketa Valley Community School District or its duly authorized representatives.

The term "District", as used in this handbook, shall mean the Maquoketa Valley Community School District.

The term "employee", as used in this handbook, shall mean all full-time and regular part-time employees. The term "employee" does not mean the superintendent, principals, temporary employees or substitute employees.

Non-Discrimination Statement:

The District and the Board will not discriminate in employment opportunities on the basis of age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information. The Board requires all persons, agencies, vendors, contractors, and other persons and organizations doing business with or performing services for the school district to subscribe to all applicable federal and state laws, executive orders, rules and regulations pertaining to contract compliance and equal opportunity.

Equal Employment Opportunity:

The District will provide equal opportunity to employees and applicants for employment in accordance with applicable equal opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay other forms of compensation, and layoff or termination. The District will take affirmative action in major job categories where women, men, minorities and person with

disabilities are underrepresented. Employees will support and comply with the District's established equal employment opportunity and affirmative action policies.

ARTICLE I

COMPENSATION

- A. The non-certified salary schedule for each employee covered by the regular salary schedule is set forth in the Non-Certified Salary Schedule.
- B. Employees shall be granted an increment on the schedule hereinbefore referred to for each year of service to the Maquoketa Valley School District.
- C. Each employee shall be paid in twenty-four (24) installments on the fifteenth and last day of each month commencing on the 15th of September, second payment to be on or before September 30th. Compensation will be based on *only* the number of hours actually worked each week. Employees shall receive payment through direct deposit to their financial institution of choice. It is the employee's responsibility to provide to the Business Office all pertinent information for direct deposit.
- D. Only food service personnel will be compensated 1 free lunch per day.
- E. Classified employees who work twelve month's per year for at least 40 hours per week shall receive a single health insurance benefits.
- F. Classified employees who work 20 hours or more per week shall receive \$20,000 AD&D life insurance. (This does not include bus drivers)
- G. If an employee exceeds forty (40) hours for the week, said hourly employee will be compensation at time and ½ for each hour after forty (40).
- H. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
- I. Employees who are directed to use their own automobile in the conduct of the business of the Maquoketa Valley School District other than herein set forth, shall be reimbursed for travel between schools and travel at the direction of the Maquoketa Valley School District at the rate of forty-five cents (.45¢) per mile. Travel between Delhi and Hopkinton shall be calculated at 9 miles one way. Travel between Earlville and Delhi shall be calculated at 8 miles one way. Travel between Earlville and Hopkinton shall be calculated at 11 miles one way. These miles are based on the most direct route. Should a detour arise, employees will be compensated for additional miles.
- J. Classified employees shall have their salary or wages covered by both Social Security and IPERS.
- K. Each employee shall receive passes for school events for employee and a guest.

ARTICLE II

EMPLOYEE WORK YEAR

- A. The in-school contract year for non-certified hourly employees (paras, associates, food service), will be based on student contact days or less. The in-school contract year for non-certified hourly employees (building secretaries), will be at a minimum of student contact days plus four additional days. The in-school contract year for non-certified yearly employees will be based at a minimum of 240 days. Contract days may be adjusted during the current contract year due to extenuating circumstances.
- B. Classified, twelve-month employees who work 40 hours per week are entitled to two weeks vacation after completion of a full year of service. After the completion of ten years of service (120 months), twelve-month employees shall receive three weeks vacation.
- C. Classified twelve month employees receive eight paid holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Friday after Thanksgiving, Thanksgiving Day, Christmas Eve Day and Christmas Day.

ARTICLE III

EMPLOYEE HOURS

A. WORKDAY:

- The work day shall be established by the building principal and the employee will be compensated based on *only* the number of actual hours worked per day. Employees will arrive in their assigned center based on the starting time established by the District at the beginning of the school year.
1. Employees may be dismissed earlier or for the day at the discretion of the building principal if the associate is not needed for their assigned work period or if their assigned student(s) are not in attendance.
 2. During the workday the employee shall be in the school building except during lunch periods, excused by principal or when any duty shall require the leaving of the school building.

B. EXTRA DUTIES:

1. For performing said extra duties, the employee will be paid \$9.00 per hour for each hour worked or increment thereof with a minimum payment of \$18.00 per event on said duties.
2. The term "extra duties" shall not include duties provided in the supplemental pay schedule, extended contracts, FFA activities or as otherwise provided in this agreement.

C. DUTY FREE LUNCH:

- Employees shall be allowed up to a 25 (twenty-five) minute duty free lunch.
- Classified employees who are required to be on duty seven or more hours during the regular workday are entitled to thirty minutes paid lunch break.

ARTICLE IV

LEAVES

PERSONAL ILLNESS:

Classified employees shall be granted leave of absence for personal illness or injury with full pay as follows:

- | | |
|----------------------------------|---------|
| 1. The first year of employment | 10 days |
| 2. The second year of employment | 11 days |
| 3. The third year of employment | 12 days |
| 4. The fourth year of employment | 13 days |
| 5. The fifth year of employment | 14 days |
| 6. The sixth year of employment | 15 days |

The above amounts shall apply only to consecutive years of employment with the employer. Unused sick leave shall be accumulated not to exceed the total of 120 days. The employer shall, in each instance, require such reasonable evidence as may be desired confirming the necessity of such leave of absence. The District may also request medical evidence that an employee is capable of performing duties when the

administration has a serious concern of the individual's physical or mental health. If an employee takes sick leave the day before or after a holiday, or is absent three or more days, the employee will be required to provide written evidence from a doctor confirming the employee's need to take sick leave. If an employee is unable to provide written evidence for leave, the employee may be required to use personal leave in place of sick leave, take leave without pay, or face disciplinary actions by the employer. Medical appointments are considered ½ day appointments. Appointments that exceed ½ day, the additional half day will be considered personal leave. Prior to an employee scheduling multiple medical appointments for the same day that may require the employee to be gone longer than a ½ day, it is the responsibility of the employee to contact the superintendent to determine if a full day of sick leave may be granted. A doctor's note is required for all medical appointments that require sick leave or family leave to be used. Due to extenuating circumstances, additional sick leave may be granted at the discretion of the superintendent. In case of illness or an emergency which would result in a staff member being absent, the principal should be notified by telephone by 6:00. The principal will secure a substitute when needed. A leave form must be completed and given to your principal the first day you return to work. Sick leave shall not be considered as accrued and shall not be payable to the employee upon termination.

A sick leave "day" for part-time classified employees shall be defined as equivalent in length to that of the employee's regular work day. By way of example, a classified employee who regularly works four hours per day would earn ten 4-hour "days" of sick leave during that year of employment with the district.

Ex. 1 - An employee reports for work and then has to leave due to illness.

- (a) Leaves after the workday begins but before 12:00 noon. Charge one-half sick leave.
- (b) Leaves at 12:00 noon - Charge one-half day of sick leave.
- (c) Leaves after 1:00 p.m. - Administrative discretion.

Ex. 2 - Does not report for work. Charge a full day of sick leave.

If an employee is eligible to receive Workers' Compensation benefits, his/her sick leave shall be reduced in proportion to the amount of payment received relative to his/her full pay. If the employee is informed of and elects to receive full pay, then a full day of sick leave shall be deducted for each day of absence.

Pregnancy and complications of pregnancy shall be treated as any other illness.

Each employee shall be granted ten (10) days each year for family illness leave for sickness or injury to employee's spouse, child or parent. Such leave shall be deducted from employee's personal sick leave.

BEREAVEMENT:

Classified employees may be granted a leave of absence at full pay for up to five school days to attend the funeral of a husband, wife, son, daughter, father, mother, mother-in-law, or father-in-law. This same group of classified employees may be granted a leave of absence at full pay for up to four school days to attend the funeral of a son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents or grandchild. Classified employees may be granted one day of leave at full pay to attend the funeral of an aunt, uncle or other relative. In the case of a death in the immediate family, classified employees may be granted an additional bereavement leave without pay at the discretion of the Superintendent. However, said additional leave shall not exceed ten calendar days.

PERSONAL LEAVE:

Classified employees may receive two (2) paid personal leave day per year for business or personal purposes. Classified employees shall be allowed to take personal leave in half-day increments. Classified employees may elect to carry over 3 (three) personal days for use in the following year(s). For non-

certified employees working less than 240 days, personal leave may not be taken the day preceeding or following a holiday period.

EDUCATIONAL MEETINGS OR VISITING OTHER SCHOOLS:

Attendance at educational meetings or visiting other schools shall be permitted without loss of compensation if such absences are approved by the principal and the superintendent. Approval by the principal and superintendent may include reimbursement for such expenses as approved by the principal and superintendent. Employees desiring to be absent to attend educational meetings or visit other schools shall request approval therefore by submitting a written request signed by the principal and filed in the business office at least one week prior to the first day of anticipated absence.

ABSENCE WITHOUT PAY:

Good Cause Leave: In situations where an employee has exhausted the appropriate paid leave otherwise available or in situations not covered by any paid leave in this Article, absence with pay, without pay, or with the employee's pay being deducted for the cost of a substitute may be authorized by the Superintendent for good cause. The granting or denial of this leave is not grievable under Article XIII.

PREGNANCY:

Pregnancy will be treated as an illness and subject to sick leave.

The employee's physician will determine when the employee's physical condition is such that she should begin her sick leave. This notification will be submitted by the physician in writing to the Superintendent. The employee's physician will also determine when the employee's physical condition is such that she may return to work. This notification will be submitted by the physician in writing to the Superintendent. If any doubt exists, the Superintendent may contact the employee's physician directly. It is the responsibility of the employee to assure that proper notification, as outlined above, is on file in the Superintendent's office, as sick leave will not be granted until such notification from the physician has been received. The employee may only use sick leave for the time that they physician has deemed the employee must not work. The District will allow 6 consecutive weeks for maternity leave for a normal delivery and up to 8 consecutive weeks for a cesarean unless physician deems conditions are such that additional time is needed. Any paid leave available begins the date of the birth of the child. Leave will be granted in accordance to FMLA regulation.

If the employee exhausts all of her accumulated and current sick leave, and has not been released by her doctor to return to work, the situation will be handled as leave without pay. The employee's pay will consequently be withheld on a per diem basis until she returns to work.

FAMILY MEDICAL LEAVE: Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993, Board policy, and the regulations implementing the Act.

No provision of the Act is diminished by the inclusion of this provision in this contract nor are any provisions of this contract diminished by the inclusion of this provision in the contract.

ARTICLE V
INSURANCE

- a) Classified employees who work twelve month's per year for at least 40 hours per week shall receive

a single health insurance benefits.

- b) Classified employees may be eligible for group insurance benefits as determined by the board and required by law. The board will select the group insurance program and the insurance company, which will provide the program. Since the district employees less than an average of at least 50 full-time employees (including an equivalent for part-time employees), the district is not subject to the ACA's Employer Mandate.
- c) Classified employees who work a minimum of 20 hours per week are eligible to participate in the group health insurance plan. Regular part-time classified employees who wish to purchase insurance coverage may participate in group insurance programs by meeting the requirements of the insurer.
- d) This policy statement does not guarantee a certain level of benefits. The board will have the authority and right to change or eliminate group insurance programs for its classified employees
- e) Classifies employees who work at least 20 hours per week are eligible for dental insurance benefits at the employee's expense.
- f) Classified employees who work 20 hours or more per week shall receive \$20,000 AD&D life insurance. (This does not include bus drivers)
- g) Classified employee's who work 40 hours and are 12 month employees shall receive \$30,000 AD&D life insurance.
- h) Classified employee's who work 20 hours or more per week shall receive long-term disability insurance at the employee's expense. (This does not include bus drivers)

ARTICLE VI

EVALUATION PROCEDURES

A. EVALUATION PROCEDURES:

- Classified employees who work twelve month's per year will be evaluated on an annual basis.
- Classified employees who has a supervisory role will be evaluated on an annual basis.
- Classified employees who work based on student contact time will be evaluated every other year of employment.

ARTICLE VII

GRIEVANCE PROCEDURE

All grievances arising under and during the term of this handbook shall be settled in accordance with the procedure hereinafter set forth.

STEP I: The aggrieved employee shall take up any grievance at the lowest level possible, usually with the employee's immediate supervisor, as soon as possible. They shall usually meet within 24 hours after such meeting is requested, except where that period includes a weekend, holiday or a scheduled school vacation period. The principal or immediate supervisor of the grievant shall respond in writing back to the grievant a disposition of said grievance within 5 days.

Step II: If the employee's immediate supervisor is unable to settle the grievance and the Grievant wishes to process the grievance further, the Grievant shall submit in writing the matter in dispute to the

superintendent or his/her representative and the employee's immediate supervisor within five days after the receipt of said written notice. The superintendent or his/her representative shall give to the aggrieved employee(s) a disposition of said grievance in writing within ten days after the meeting held on the grievance in this step. The Superintendent's decision on the grievance is final.

ARTICLE VIII

PERFORMANCE EXPECTATIONS

1. Assist the Principal and faculty in establishing a positive academic climate.
2. Display a positive attitude that reflects courtesy, friendliness, and cooperativeness with staff, the students, and the stakeholders of the district. Does not publicly air grievance but discuss directly with immediate supervisor.
3. Understands and accepts that the position assigned may change throughout the year as needed.
4. Works well without supervision and takes initiative
5. Collaborates with teachers, at all times respecting confidentiality in all school matters.
6. Maintains a neat, clean and professional appearance.
7. Punctual for duty assignments.
8. Notifies immediate supervisor prior to departure, when necessary to leave classroom or building during paid hours.
9. Assists with personal care and personal hygiene support of students as delineated in the IEP.
10. Follow, support and enforce Wildcat Way expectations.
11. All other duties as assigned by assigned building principal.

ARTICLE IX

PROFESSIONALISM

All staff are expected to serve as positive ambassadors for the District and appropriate role models for students. It is vital that staff maintain professionalism in their interactions with students and the community. Failure to do so could put you in violation of existing District policy and at risk of disciplinary action.

1. You are Always a School Employee

The lines between public and private, personal and professional are sometimes blurred in the digital world. Even when you have a disclaimer or use a different username, you will always be considered to be a district employee. Whether it is clearly communicated or not, you will be publicly identified as working for and sometimes representing the school in what you do and say online, i.e. social media. Employees should represent the district values of respect, responsibility, integrity, citizenship, honesty and teamwork. Express your ideas and opinions in a respectful manner and consider carefully what you post through comments and photos.

2. Respect Others and Ensure the Safety of Students

Respect the privacy and the feelings of others and do not, under any circumstance, post offensive comments about students, colleagues, or the district in general. Negative comments about people

may amount to cyber-bullying and could be deemed a disciplinary offense. You are responsible for what you post publicly.

ARTICLE X

ETHICS

A code of ethics defines and describes acceptable practices. This code examines the specific responsibilities of the classified employee as well as the relationships that must be maintained with students, parents, teachers, schools and the community. Classified employee must demonstrate honesty, loyalty, dependability, cooperation, accountability, and a willingness to learn.

1. Accepting Responsibilities:

- a. Engage only in instructional and non-instructional activities for which you are qualified, trained or requested to do or that are delegated to you through the implementation of the IEP.
- b. Refer concerns expressed by parents, students or others to your supervising teachers and building principal.
- c. Recognize that the supervisor has the ultimate responsibility for instruction and management and follow the prescribed directions.
- d. Help to see that the best interests of the individual students are met.

2. Relationships with Students and Parents:

- a. Discuss a child's progress, limitations and/or educational programing only with the supervising teacher in an appropriate setting or if invited to a student progress meeting.
- b. Express differences of opinions with your supervising teacher only when students are absent from the room.
- c. Discuss school problems and confidential matters only with appropriate personnel.
- d. Respect the dignity, privacy, and individuality of all students, parents and staff members.
- e. Be a positive role model.
- f. Do not engage in discriminatory practices based on a student's handicap, race, sex, cultural background or religion.
- g. Maintain professional working relationships with students and parents.

3. Relationships with Teachers:

- a. Recognize the building administrator as your supervisor.
- b. Establish communication and a positive relationship with the teacher or teachers that you work with.
- c. When problems cannot be resolved, utilize the school district's complaint/grievance procedures.
- d. Discuss concerns about the teacher or teaching methods directly with the teacher(s). Do not undermine the teacher(s) or their programs through gossip or side bar discussions.

4. Relationships with the School:

- a. Engage in behavior management strategies that are consistent with standards established by the school district.
- b. Accept responsibility for improving your skills.
- c. Know and follow school policies and procedures. If unsure please ask your teacher or school administration.
- d. Represent the school in a positive manner at all times.

ARTICLE XI

CONFIDENTIALITY

Confidentiality is the state of keeping information private between all stakeholders of the Maquoketa Valley Community School District. In order to protect the rights of students and parents, classified employee must maintain confidentiality and protect the rights of students to due process, dignity, privacy and respect.

Confidentiality can be extremely difficult to maintain. It is common for situations to arise that are unexpected or appear harmless if information is shared. It is essential that the classified employee discuss a student's performance and/or problems only with the staff members serving the student. All parent questions about their child should be directed to the teacher unless approved by the building principal. The classified employee should not question school policies in the presence of students, outside of the school or on social media sites, but can pursue his/her own personal concerns and inquiries through the school's designated channels.

Included in the guidelines for maintaining confidentiality are:

1. All personal information and educational records concerning children, youth, and their families.
2. Must be maintained as required by federal law, state regulations and local policies.
3. Respect for legal and human rights of children, youth and their families at all times.
4. Following district policies for protecting health, safety and well-being of children and youth.
5. Only teachers or other personnel responsible for the design, preparation and health, safety, and welfare of a student may have access to written or oral information about a student and their family.
6. Demonstrate respect for individual differences, dependability, integrity and other standards of confidentiality.

ARTICLE XII

IN-SERVICE TRAINING

Employees shall be asked by the building principal to participate in and attend in-service training curricula established by the employer at the times and places designated by the employer. The classified employee will be compensated for this time based on their contracted wages.