

September 11, 2017

The Board of Directors of the Cedar Falls Community School District in the County of Black Hawk, State of Iowa, met in regular session pursuant to the laws and rules of said Board at the City of Cedar Falls City Hall, 220 Clay Street, Cedar Falls, Iowa, at 5:30 p.m. The meeting was called to order by the President and the roll being called there were present Joyce Coil in the chair, and the following named Directors: Susie Hines, Jeff Hassman, James Kenyon, Jenny Leeper, Doug Shaw and Susan Lantz present by conference call. Others in attendance were: Dr. Andrew Pattee, Superintendent, Douglas Nefzger, Director of Business Affairs, Daniel Conrad, Director of Secondary Education, Pam Zeigler, Director of Elementary Education and Dr. Adrian Talbot, Director of Human Resources. Also present Sarah Eastman, Bob Manning, Dan Lynch, Brad Leeper, and Andrew Wind.

Due to Director Lantz attending the meeting by electronic means, the board president read the following statement:

A governmental body may conduct a meeting by electronic means only in circumstances where such a meeting in person is impossible or impractical and only if the governmental body provides public access to the conversation of the meeting to the extent reasonably possible. The place of the meeting is the place in which the communication originates and the minutes of the meeting shall include a statement explaining why the meeting in person was impossible or impractical as pursuant to Iowa Code 21.8. The reason for the meeting being held by electronic means is due to out-of-town travel.

Item No. 1 – Approval of the Following Consent Agenda Items:

Director Hines moved and Director Kenyon seconded the motion to approve the following items.

1. The consent agenda of the September 11, 2017, Board of Education meeting as presented:
2. Approval of August 28, 2017 Board of Education Minutes
3. Approval of the bills as presented for payment as reviewed by Susie Hines
4. Auction items for the September 30, 2017 Auction
5. Approval of Open Enrollment Request
6. Morning Side College Practicum, Field Experience and Student Teaching Agreement

Directors voting in favor of the motion: Coil, Hassman, Hines, Kenyon, Lantz, Leeper, and Shaw. Those voting “no” none. Motion carried.

Item No. 2 – Public Comment

No public comments.

Item No. 3 – Communications

The Cedar Falls Community School Board of Education welcomed new student board liaison member, Arlo Hettle.

Mr. Hettle reported on the following:

- Homecoming week activities will begin the week of September 24-30, 2017 and will include a dance and activities at the elementary level.
- 5K fundraiser in conjunction with Dunkerton Community Schools
- Upcoming food drive
- Seniors are making preparations for graduation: They are starting to take college visits and review their post high school plans
- Update on fall athletic events including football, volleyball and cross country
- Fall play practice

Item No. 4 – Reconciliation of the Treasurer’s Report

President Coil introduced Board Treasurer Mr. Daniel Lynch. Mr. Lynch reviewed the Treasurer’s reconciliation report for the 2016-2017 school year. Director Hines moved and Director Lantz seconded the motion to approve the Treasurer’s reconciliation report as presented: Directors voting in favor of the motion: Coil, Hassman, Hines, Kenyon, Lantz, Leeper, and Shaw. Those voting “no” none. Motion carried.

TREASURER'S RECONCILIATION REPORT
 Cedar Falls Community School District
 June 30, 2017

Affidavit of Depository Bank

Wells Fargo Bank - Checking accounts

General Fund	\$ 743,475.19
Student Activity	\$ 158,120.86
Food Service Fund	\$ 371,058.22
School House Fund	\$ 2,375,969.18

Farmer's State Bank - Checking account

General Obligation	\$ 16,583.73
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Investments

Wells Fargo Regular Savings	\$ 82,319.07
Lincoln Savings Bank -Money Market	\$ 3,139,196.72
Lincoln Savings -Savings Passbook	\$ 15,629,394.15
Collins Community Credit Union	\$ 8,995,005.00
Farmers State Bank - Money Market	\$ 13,299,819.86
Farmers State Bank - CD	\$ 8,000,000.00
ISJIT - CD	\$ 1,834,533.00

Treasurer's Balance, June 30, 2017

\$ 54,645,474.98

Secretary's Balance

Operating Fund	\$ 10,684,571.49
Management Fund	\$ 939,918.06
Trust & Agency Fund	\$ 258,933.69
Student Activity Fund	\$ 601,690.12
Food Service Fund	\$ 787,548.06
Entrepreneurial Fund	\$ 7,698.57
Local Option Fund (LOT)	\$ 7,782,785.18
General Obligation	\$ 29,309,855.43
PPEL Fund	\$ 4,040,415.59
Debit Service	\$ 15.33

\$ 54,413,431.52

Difference to Account For:

Outstanding checks	\$ 68,591.40
Meridian Bank Jet Pay Deposits	\$ 14,295.87
Federal/State Taxes	\$ 134,474.00
Deposit in transit	\$ 14,682.19

\$ 232,043.46

Secretary's Balance, June 30, 2017

\$ 54,645,474.98


 Daniel Lynch, Treasurer

8/25/17
 Date

Item No. 5 – Approval of Appointment of School District Treasurer

Director Leeper moved and Director Kenyon seconded the motion to appoint Mr. Daniel Lynch as the Cedar Falls Community School District Treasurer for the 2017-2018 school year. Directors voting in favor of the motion Coil, Hassman, Hines, Kenyon, Lantz, Leeper, and Shaw. Those voting “no” none. Motion carried. President Coil then administered the oath of office to Mr. Lynch. Mr. Lynch answered in the affirmative. President Coil thanked Mr. Lynch for his willingness to serve in this capacity.

Item No. 6 – Retiring Board Member Recognition

Dr. Pattee stated it is with great sadness and gratitude that we have three school Board members retiring that total 39 years of experience and dedication to the Cedar Falls Community School District. Dr. Pattee presented engraved clocks as a token of appreciation to Board members, Director Shaw for his 4 years of service, Director Lantz for her 11 years of service, and Director Kenyon for his 23 years of experience. A round of applause was given to all.

Item No. 7 – Informational Report: ACT and Senior Year Plus

Mr. Wedgbury, Principal at Cedar Falls High School reviewed ACT test scores from the graduating class of 2017 in English, reading, math, science and overall composite score. The total composite score for Cedar Falls was 23.6, slightly less than 24.5 from the previous year. The State's composite score was 21.9 and the national composite average was 21.0. Mr. Wedgbury reviewed the overall history of composite scores of graduating seniors and individual scores in English, reading, math and science in suggested ACT readiness, percent of graduates taking the ACT test and the breakdown of ethnicity and gender test scores. Mr. Wedgbury reviewed college credit opportunities for Cedar Falls High School students through the Advanced Placement (AP) courses, Postsecondary Enrollment Options (PSEO) and concurrent enrollment. Mr. Wedgbury reported on the following:

- 84.3% of graduates enrolled in college level coursework while attending high school.
- 526 high school students enrolled in 12 AP course classes at the high school during the 2016/17 school year, with 67% of those students taking the AP test. 79.8% of all students who took the AP test in 2016/17 received a score of 3 or greater (on a scale of 1 to 5).
- 53 high school students enrolled Postsecondary enrollment option classes during the 2016/17 school year from a list of 31 class offerings from the University of Northern Iowa and Hawkeye Community College.
- 996 high school students enrolled in concurrent course offerings at the high school during the 2016/17 school year from approximately 22 course offerings through Hawkeye Community College.

Mr. Wedgbury reported that Cedar Falls Schools is very fortunate to have a number of high school staff that has the education and accreditation to teach concurrent class offerings through Hawkeye Community College. Mr. Wedgbury thanked the Cedar Falls Board of Education for supporting the administration for hiring the best staff possible to instruct students at the high school. Mr. Wedgbury also reported that we should celebrate the achievements of all of our high school students in their activities.

Item No. 8 - High School Pre-Planning Agreement

Dr. Pattee introduced Brad Leeper from Invision Architecture. Mr. Leeper reviewed the design service proposal for the new high school pre-bond referendum work. The work will consist of assembling a team consisting of a steering committee, as well as interviewing and hiring of a construction manager and additional consultants on to the team. Mr. Leeper reviewed the project organization including documents, contracts, and verifying deliverables. Mr. Leeper reviewed benchmarking events that would take place including data collection, tours of recently constructed new high schools in Iowa and the Midwest, shaping and establishing the vision of the high school. This vision includes goals, perceptions, guiding principles, and opportunities. Mr. Leeper concluded his presentation with discussing the strategy for working towards a successful conclusion of a bond referendum, which includes organizational options, planning diagrams, and visual concepts, as well as communication with staff and the community in budgeting and scheduling.

The initial proposal from Invision Architecture is based on time and material with an estimate of \$150,000 for the pre-bond referendum work. The cost would not include anticipated reimbursable costs, which would be travel or printing services during the discovery phase or any additional expenses associated with the construction management firm that would be brought in to help with the planning of the project.

At the conclusion of a question and answer period with Mr. Leeper, Director Shaw moved and Director Hines seconded the motion to approve entering into a pre-referendum design service agreement for a new high school with InVision Architecture, Waterloo, Iowa as per the letter of understanding between InVision Architecture and the Cedar Falls Community School District dated August 17, 2017. Dr. Shaw then noted there was a typographical error in the document stating the hourly fee rate was based on the 2015-2016 school year. Mr. Leeper stated he would be amicable to using that

same fee structure for this project. After discussion, Director Shaw moved and Director Hines seconded the motion to amend the document to change the hourly fee schedule to state the 2017-2018 school year. Directors voting in favor of the amended motion Coil, Hassman, Hines, Kenyon, Shaw, and Lantz. Director Leeper abstained from the vote. Those voting “no” none. Motion carried. Directors then voted in favor of the motion of the original motion Coil, Hassman, Hines, Kenyon, Shaw, and Lantz. Director Leeper abstained from the vote. Those voting “no” none. Motion carried.

Item No. 9 - Approval of Substantial Completion of North Cedar Portable Relocation Project

Mr. Nefzger reviewed the North Cedar Elementary portable classroom relocation project and recommended that the Board accept substantial completion of the project. Mr. Nefzger reported the original budget for the project was \$122,410 and total expenditures were \$138,653 leaving the project at \$16,243 over the estimated budget. The extra costs incurred are due to the softness of the playground at the time the portable classrooms were installed. The decision was made to remove the canopy on the south side of North Cedar Elementary School in order to move the portable into location. The canopy would have needed to be removed during the remodeling project and the dollars were expended during the move of the portable classrooms instead of during the actual remodeling process. The other addition to the final cost of the project was the construction of an additional ramp the main North Cedar building to the portable classrooms.

After discussion, Director Kenyon moved and Director Leeper seconded the motion that the Cedar Falls Board of Education accept as complete the 2017 North Cedar Elementary portable classroom relocation project and all claims for materials furnished, labor performed and service on this contract must be filed within the next 30 days. Directors voting in favor of the motion Coil, Hassman, Hines, Kenyon, Lantz, Shaw, and Leeper. Those voting “no” none. Motion carried

Item No. 10 - Approval of Board Policies: Second of Two Readings

Dr. Pattee reviewed the 11 board policies and changes from the 400 series for the second reading. After discussion, Director Shaw moved and Director Kenyon seconded the motion to approve the second and final reading of the 11 board policies in the 400 series. Directors voting in favor of the motion: Coil, Hassman, Hines, Kenyon, Lantz, Shaw and Leeper. Those voting “no” none. Motion carried.

Policy Title: *Statement of Guiding Principles* Code No. **400**

It is the policy of the Board of Education of the Cedar Falls Community School District to provide an educational program of the highest standard possible and feasible, and to fulfill the mission statement of the District. Success in attaining these goals is dependent in large measure upon the competency of the employees of the District. Therefore, it shall be the policy of the Board of Education to recruit, select and retain employees who exhibit the highest standards of professionalism and competency.

Each member of the District’s staff provides an important service for the students, whether teaching or assisting in the classroom, working in the office, preparing meals, maintaining facilities, transporting students, or performing other duties. Each employee has an impact on the school environment by his/her dedication to work and his/her actions, verbal and nonverbal. Each employee shall be expected to be a positive role model for the students. All District personnel shall strive to promote a cooperative, enthusiastic, and supportive learning environment.

It is the policy of the Board of Education to delegate to the superintendent or designee and the superintendent or designee’s administrative staff decisions regarding personnel matters, except as may be specifically limited by Board of Education policy or by law.

The Board recognizes its duty to bargain collectively with duly certified collective bargaining units. To the extent a group of employees has a recognized collective bargaining unit, the provisions of the master contract regarding such topics shall prevail. All employees of the District shall be governed by the policies of the Board of Education and by administrative procedures, rules and directives. Persons employed by another organization to perform services for the District shall not be granted salary or benefits by the District, but shall be subject to other District policies and administrative procedures, rules and directives while performing services for the District.

The Board of Education reserves discretion, which may be delegated to administrative personnel, to determine the number of positions and employees, the qualifications for and the duties of each position in the District, and the required standards of performance of employees.

Policy Title: *Definitions* Code No. *401.1*

The following terms shall have the following meanings as used in these Series 400 policies:

Administrators

The term “administrators” shall include professional licensed employees employed under contracts issued pursuant to Iowa Code Section 279.23 and shall include the superintendent of schools, the director of secondary education, the director of elementary education, principals, and associate principals. The term shall also include the director of business affairs and the director of human resources, positions not covered by the stipulations of Iowa Code Section 279.23.

Supervisors and Coordinators

Unless the context otherwise requires, such as by reference to an employee’s “immediate supervisor,” the term “supervisors” shall include supervisory employees who are not licensed employees, including the supervisor of financial services, the supervisor and the manager of food services, the supervisor of buildings and grounds, the manager of custodial services, the supervisor of transportation, and the supervisor of information technology services. Coordinators provide leadership for a function or area, typically under the direction and guidance of a supervisor or administrator. Such positions include, but not limited to the Coordinator of Student Services, Coordinator of Instructional Services, Coordinator of Instructional Technology, Coordinator of TAP, Coordinator of ECHOES, and Coordinator of Preschool.

Licensed Employees

The term “licensed employees” shall include all professional employees who hold certificates, licenses or statements of professional recognition from the Iowa Department of Education and the Iowa Board of Educational Examiners or a license from the Board of Nursing, whether full-time or part-time, when such certificates, licenses or statements are required for the position the employee is holding, including administrators, teachers, nurses, counselors, librarians, and coaches.

It is solely the responsibility of the employee to file and maintain a valid license with the Human Resource Department. No licensed employee will be employed or permitted to serve without a current and valid license.

Classified Employees

Classified employees are employees who are not administrators, supervisors, or licensed employees. Classified employees are employed to fulfill their duties on a monthly or hourly basis. The term “classified employees” shall include the following employees, whether full-time or part-time:

- a) transportation employees
- b) clerical employees
- c) custodial and maintenance employees
- d) Para educators
- e) food service employees
- f) child care employees
- g) information technology employees
- h) School Administration Manager (SAM)

Full-Time Employees

The term “full-time employees” shall include all employees who are contracted to work a minimum of 40 hours per week, except in cases where the term is otherwise defined by law.

Part-Time Employees

The term “part-time employees” shall include all employees who are contracted to work fewer than 40 hours per week, except in cases where the term is otherwise defined by law.

Temporary Employees

The term “temporary employees” shall include all employees who have been employed for a period of time of four consecutive months or less. In addition, all substitute teachers, counselors, teacher librarians, and nurses not on continuing contracts shall be deemed temporary employees.

12-Month Employees

The term “12-month employees” shall include all employees who are employed for 252 or more days per year, i.e. July 1 through June 30.

Policy Title: ***Recruitment, Qualifications, Selection, Assignment and Transfer*** Code No. ***401.5***

The superintendent or designee shall be responsible for recruiting personnel for the various positions within the District, with the assistance of other employees as the superintendent or designee may so determine. The superintendent or designee shall take affirmative action to encourage persons to apply in accordance with the District’s affirmative action plan.

The superintendent or designee shall use such methods, advertising media or other sources as may be appropriate to recruit personnel. Vacant positions shall be posted online at the TeachIowa.gov website as required by law. Vacant positions requiring licensed employees not filled via transfer shall generally be advertised in at least one print or electronic publication having statewide circulation. All applicants shall be required to complete an application. Applicants who provide false, inaccurate, or incomplete information in their application form or resume or who fail to disclose information requested in the application form may not be eligible for employment.

To the fullest extent permitted by state and federal law, the District may consider all information concerning an applicant or an employee in making hiring, termination, and other employment-related decisions. The term “all information” includes information of any kind (verbal, written, photographic, videographic, etc.) that is accessible in any medium (print, electronic, etc.) from any source.

The District may consider public information and other information to which it has lawful access. This may include information that is contained in social networking sites, blogs, and other websites. If there is information that pertains to the applicant that requires explanation, interpretation, or clarification when it is considered by the District, it is the applicant’s obligation to communicate this information to the District.

Information that is relevant to the District’s decisions may be considered regardless of the date on which the District obtains the information and regardless of the date on which the information was first published, created, or made accessible to the District.

Employees who have provided false, inaccurate or incomplete information in their application form or resume or who have failed to disclose information requested in the application form will be subject to disciplinary action up to and including termination of employment. This policy applies to all employees regardless of the date on which the individual was employed and applies to all violations regardless of the date on which the District discovers the violation of this policy.

Applications for employment may be obtained and completed online at the District’s website or applicants may contact the Human Resource Department for assistance in completing an application. Administrators and supervisors will follow district hiring practices to fill positions in their work area and will make recommendations to the superintendent or designee concerning employment and assignment.

Selection and assignment of staff shall be based upon the following:

- a. All professional employees shall be properly certificated, authorized or licensed as required by statute, the Iowa Department of Education and the Iowa Board of Educational Examiners and as required by the District’s job descriptions.
- b. All classified employees shall be properly licensed by the State if a license is required by law or by the District’s job description.

- c. Educational and other training where such training is necessary or appropriate for the position.
- d. Needs of the District.
- e. Demonstrated ability to fulfill all aspects and essential duties of the position.
- f. Demonstrated rapport with children, fellow workers, and others.
- g. Ability to exercise discretion and good judgment.
- h. Diligence and dependability.
- i. Honesty and integrity.
- j. Ability to follow instructions and suggestions of supervisors.
- k. Compatibility with the District's philosophy and programs.
- l. Adherence to professional ethics.
- m. Personal qualities advantageous to the position.
- n. History of past successful job experiences.
- o. If applicable, impact on the school and or department from which an employee is requesting an internal transfer, as well as the "fit" with the existing staff in the school and or department into which an internal transfer has been requested.
- p. Satisfactory outcomes on post-offer pre-employment testing and, where applicable, pre-assignment testing including, but not limited to, drug and alcohol testing and physical abilities testing.
- q. Other factors or qualities as may be determined from time to time by the administrative and supervisory staff.

The District shall carefully consider the facts relating to any applicant who has a known history of a criminal conviction or of a conviction or judicial or administrative finding of child, dependent adult, or sexual abuse, and shall make an employment decision in accordance with applicable law. The District shall perform criminal and abuse background checks and drug and alcohol testing as required by law and as deemed necessary by the administration.

Employment of administrators and teachers shall require Board of Education approval. The superintendent or designee will have the authority to employ:

- licensed employees, other than administrators and teachers
- supervisors, managers and coordinators
- classified employees

Determining the assignment of each employee, the location where the assignment will be performed, and voluntary/involuntary transfers is within the sole discretion of the Board and the authority to make such decisions is delegated to the superintendent or designee.

Policy Title:

Individual Contracts

Code No. **401.8**

Contracts with Administrators

The length of the contract for employment between an administrator and the Board shall be determined by the Board. Contracts with administrators in the District shall be in writing and shall state the term of employment, the length of time during the year services are to be performed, the compensation to be paid, and such other matters as may be agreed upon. The contract is invalid if the administrator is under contract with another Board of Education of another district in Iowa covering the same period of time until such contract shall have been released or terminated.

The first three consecutive years of a contract issued to a newly employed administrator will be considered a probationary period. The probationary period may be extended for an additional year upon the consent of the administrator. In the event of termination of a probationary or nonprobationary contract, the board will afford the administrator appropriate due process, as required by law. The administrator and board may mutually agree to terminate the administrator's contract.

Contracts of nonprobationary administrators shall automatically continue for only one additional year beyond the end of their terms unless modified by mutual agreement or unless terminated.

A contract shall not be tendered to a continuing administrator prior to March 15. The administrator shall sign and return the contract by the date specified by the Board of Education, which shall be at least 21 days after it is tendered. If the administrator does not sign and return the contract by the date specified and does not submit a resignation, the prior contract shall automatically continue for one additional year.

The contract shall be signed by the president of the Board of Education and by the administrator and shall be filed in the Administrative Center before the administrator enters upon performance of the contract.

Administrators who wish to resign, to be released from a contract, or to retire, must comply with applicable law and Board policies.

Contracts with Licensed Teachers

Contracts with licensed teachers in the District shall be in writing and shall state the number of contract days, the compensation to be paid, and any other matters mutually agreed upon. The contract is invalid if the employee is under a contract with another Board of Education during the same time period until a release is obtained.

The first three consecutive years of a licensed employee's contract is a probationary period unless the employee has already successfully completed the probationary period in an Iowa school district. New employees who have successfully completed a probationary period in a previous Iowa school district will serve a two year probationary period. For purposes of this policy, an employee will have met the requirements for successfully completing a probationary period in another Iowa school district if, at the teacher's most recent performance evaluation, the teacher received at least a satisfactory or better evaluation and the individual has not engaged in conduct which would disqualify the teacher for a continuing contract.

Only the District, in its discretion, may waive the probationary period. The District may extend the probationary period for one additional year with the consent of the licensed employee. The District will make the decision to extend or waive a licensed employee's probationary status based upon the superintendent or designee's recommendation. During this probationary period the District may terminate the licensed employee's contract at the end of the year without cause year or immediately discharge the employee consistent with applicable law and board policies.

Contracts for coaching interscholastic athletic activities shall be issued separately from teaching contracts. The contract shall be for a single school year. An extracurricular contract may be terminated prior to the expiration of that contract in accordance with applicable law. A resignation or termination from a coaching contract shall not affect the teaching contract. However, a resignation or termination from a teaching contract shall automatically be a resignation or termination from all coaching contracts held by the employee.

Continuing contracts with licensed teachers shall be the same as for the preceding contract term except as modified or terminated as provided by law. Contracts for coaching interscholastic athletics shall not be continuing contracts. The Board may issue temporary and nonrenewable contracts in accordance with law.

A contract shall not be tendered to a continuing licensed employee prior to March 15. The licensed employee shall sign and return the contract by the date specified, which shall be at least 21 days after it is tendered. If the licensed employee does not sign and return the contract by the date specified and does not submit a resignation, the prior contract shall automatically continue for one additional year.

The contract shall be signed by the president of the Board of Education when tendered, and after it is signed by the licensed employee, the contract shall be filed in the Administrative Center before the employee enters into performance under the contract.

Licensed employees whose contracts will be recommended by the Superintendent or designee to the Board for termination will receive due process as required by law.

Policy Title: *Probationary Status* Code No. *401.10*

The first three consecutive years of employment of a licensed teacher and licensed administrator in the Cedar Falls Community School District shall be a probationary period, unless the employee has already successfully completed the probationary period as a licensed employee in another Iowa school district. Nonadministrative licensed employees who have previously successfully completed a probationary period in another Iowa school district will serve a two year probationary period in the Cedar Falls Community School District.

For purposes of this policy, a licensed employee shall be deemed to have met the requirements for successfully completing a probationary period in another Iowa school district if the licensed employee was employed in the prior district for the requisite number of years, received a satisfactory or better evaluation for the most recent formal evaluation, and the licensed employee has not engaged in conduct which would disqualify the licensed employee from receiving a continuing contract from the prior district.

The first three years of an administrator shall be a probationary period.

Only the District, at its discretion, may waive the probationary period for any licensed teacher who has previously served a probationary period in another Iowa school district.

The District may extend the probationary period for one additional year with the consent of the licensed teacher or licensed administrator. The District will make the decision to extend or waive a licensed employee's probationary status based upon the superintendent or designee's recommendation.

Employees in any licensed, classified, supervisory, or professional job classification may also serve a probationary period based upon their performance. Such probationary period shall be determined on a case-by-case basis in light of the circumstances surrounding the employee's performance or conduct as documented.

Policy Title: *Formal Evaluations* Code No. *401.14*

Evaluation of Superintendent

The primary purposes of formal evaluation of the superintendent are to improve and enhance the performance of the superintendent, to communicate to the superintendent the Board of Education's perception of his/her performance, and to provide written documentation of the superintendent's level of performance to provide a basis for contract decisions.

The Board of Education shall be responsible for the formal evaluation of the superintendent. The Board of Education may utilize relevant information from other persons as it so desires. Each Board of Education member shall have an opportunity to complete a written evaluation of the superintendent on a form adopted by the Board of Education. The form shall provide evaluation on how well the superintendent performs the duties of the superintendent's job description and how well the superintendent has met goals established for the superintendent. The Board of Education president or designee shall then prepare a written composite evaluation. The superintendent shall be given a copy of the composite evaluation and shall have the opportunity to discuss the evaluation with the Board of Education. The superintendent may respond in writing to the evaluation. The written composite evaluation and any response shall be filed in the superintendent's confidential personnel file.

The Board of Education will formally evaluate the superintendent at least one time each contract year. A conference to review progress towards meeting professional goals and District goals shall be held as frequently as the Board of Education deems necessary.

Evaluation of Other Administrators and of Supervisors

The primary purposes of formal evaluation of the administrators and supervisors are to improve and enhance the performance of each administrator and supervisor and to provide written documentation of the individual's level of performance to provide a basis for contract decisions.

The superintendent or designee shall be responsible for evaluating the performance of all other administrators and of supervisors in the District. The superintendent or designee may delegate this authority and duty to other authorized persons to evaluate the performance of individuals. The evaluator may utilize other individuals to assist in the formal evaluation process and may utilize relevant information from other individuals.

Each administrator and supervisor shall be formally evaluated at least one time each contract year. A conference to review progress towards meeting professional goals shall be held annually.

A copy of the completed formal evaluation will be given to the evaluated administrator or supervisor and a conference shall be held. The evaluated individual may respond in writing to the evaluation. The written evaluation and any response shall be filed in the individual's confidential personnel file.

Evaluation of Licensed Employees Other Than Administrators

The primary purposes of formal evaluation of licensed employees are to improve and enhance the performance of each employee and to provide written documentation of the employee's level of performance to assist in making employment decisions.

Licensed employees shall be formally evaluated at least once during each of the first two years of employment and no less frequently than tri-annually thereafter. Teachers in the tri-annual evaluation cycle shall meet annually with the building administrator to discuss the contents of and progress towards goals discussed in the Individual Career Development Plan. Additional input and support for this Plan will be provided through the Peer Review process.

Licensed employees of the District shall be formally evaluated by the administrative staff of the District in accordance with law. Administrative staff may utilize relevant information from other individuals in the performance of this duty. Licensed employees shall be evaluated in accordance with procedures established by the superintendent or designee. Written evaluations and any responses shall be filed in the employee's confidential personnel file. The administrator and the employee shall meet to discuss the evaluation before the evaluation form is placed on file.

Evaluation of Classified Employees (Other Than Supervisors)

The primary purposes of formal evaluations of classified employees are to improve and enhance the performance of each employee and to provide written documentation of the employee's level of performance to assist in making employment decisions.

The superintendent or designee shall be responsible for the evaluation of classified employees of the District. The superintendent or designee may delegate this authority and duty to other administrators or supervisors of the District. The evaluator may utilize relevant information from other individuals in the performance of this duty.

The superintendent or designee shall approve evaluation forms for evaluation of classified employees. Classified employees, except temporary employees, shall be formally evaluated at least once during their first year of employment and at least once tri-annually thereafter. A copy of the completed formal evaluation will be given to the evaluated employee and a conference shall be held. The evaluated individual may respond in writing to the evaluation. The written evaluation and any response shall be filed in the individual's confidential personnel file.

Classified employees of the District shall be formally evaluated using the criteria specified in the evaluation form.

Other

Nothing in this policy shall preclude other methods of evaluation in addition to those prescribed herein, which may include self-evaluation, peer-evaluation, or student evaluation and the use of verified comments from individuals from

outside the District, including comments from parents and students, as long as such additional sources of evaluation are related to the employee's performance as an employee of the District.

Any person formally evaluating the performance of licensed employees (except Board of Education members when evaluating the superintendent) shall obtain and maintain an evaluator's license from the Iowa Board of Educational Examiners.

Policy Title:

Vacations and Holidays

Code No. **402.2**

Vacation days and holidays may be set forth in a collective bargaining agreement, employee handbook or individual contract approved by the Board of Education. To the extent a group of employees has a recognized collective bargaining unit, the provisions of the collective bargaining agreement regarding vacations and holidays, if any, shall apply.

Vacation

Eligibility:

- All regular full and part-time 12-month supervisors, managers, coordinators
- All regular full and part-time 12-month classified clerical
- Secondary building SAM's (School Administration Manager)
- Administrators shall be eligible for vacations as specified in individual contracts

Note: Elementary SAM's, school building clerical, paraeducators, teachers, as well as any individual employed on the basis of 200 days or less for the period of July 1 through June 30, are not eligible to accrue vacation

Vacation accruals: Existing employees shall begin accruing on July 1 each year and shall be credited on the last day of each month. Vacation shall be available for use, subject to supervisory approval, in the month immediately following the month in which it was accrued. Upon initial employment new employees shall have vacation accrual prorated from the date of employment through June 30 of the initial year of employment, credited on the last day of each month. Thereafter vacation accrual shall begin on July 1 and be credited on the last day of each month.

Vacation shall accrue as follows:

Service Period	Date	Annual Total (Weeks Or Hours)
Year 0	Start date through June 30	Proration of 2 weeks; i.e. 80 hours
Year 1-5	July 1 - June 30	2 weeks
Years 6-12	July 1 - June 30	3 weeks
Year 13 and above	July 1 - June 30	4 weeks

Note: The superintendent or designee may grant a deviation from this accrual schedule under circumstances deemed appropriate. Under no circumstances shall an employee, other than administrators, accrue more than a total of four weeks of vacation per year, excluding any amount which may have rolled over from a prior year.

Paid sick leave, vacation, personal leave and other paid leave are considered as time worked for the purpose of vacation accrual. Accrual shall be based on a regular 40 hour week and shall not include overtime hours. Unpaid time, including workers' compensation leave, shall not be included for purposes of accrual computation.

Vacation Rollover: As of June 30 of any school year, any vacation balance over the total vacation hours accrued during that school year, with the exception of administrators, will be forfeited.

Rate of Pay: Vacation shall be paid at the employee's regular straight time rate of pay per hour.

Holiday's During Vacation: If a recognized holiday falls within a period of paid vacation that day shall be treated as a holiday and shall not be debited from the employee's vacation balance.

Vacation Scheduling: Approval of requests to take vacation rests with the immediate supervisor or designee with managerial authority. Vacations may be scheduled at any time during the contract year. Vacation may be taken in one hour increments by Classified employees who are considered Non-Exempt employees under the Federal Fair Labor Standards Act and as such are compensated on an hourly wage basis. All other groups of employees are considered Exempt employees under the Fair Labor Standards Act and as such shall take vacation and all other paid time off in one-half or whole day increments.

Termination: Employees who provide a minimum of 14 calendar days' notice of intent to terminate employment shall be paid for all accrued but unused vacation earned as of the final day of paid employment. Any employee who has taken more vacation than has been either rolled over or accrued by the date of termination, shall have his/her final pay adjusted accordingly.

Discipline: Failure on the part of the employee to follow procedures for requesting vacation, failure of an employee to return to work on the specified date following vacation, failure to communicate in a timely manner an inability to return to work on the specified date, or failure to provide a legitimate reason for failing to return on the specified date, may be grounds for disciplinary action, including dismissal.

HOLIDAYS

Holidays for employees not covered by a collective bargaining agreement:

1. Individuals employed 252 or more days per year, July 1 through June 30:

July 4	Two days at Christmas time
Labor Day	Two days at New Years' time
Thanksgiving Day	Martin Luther King, Jr. Day
Friday after Thanksgiving	Memorial Day

2. Individuals employed 251 or less days per year, July 1 through June 30:

July 4	New Year's (1 day)
Labor Day	Martin Luther King, Jr. Day
Thanksgiving Day	Memorial Day
Christmas (1 day)	

Working on a Holiday:

If an emergency situation requires an employee to work on a holiday, the employee if regularly compensated on an hourly wage basis shall receive holiday pay at straight time plus double time pay for time worked.

Holiday pay eligibility: An employee must be in an active paid status on the work day immediately preceding a holiday to receive holiday pay.

Holiday pay rate: Shall be at the regular straight time hourly rate for the employee, and shall be prorated on the basis of time worked per 40 hour week.

Policy Title:

Leaves of Absence

Code No. **402.3**

Leaves of absence may be set forth in a collective bargaining agreement, handbook, or individual employment contract approved by the Board of Education. To the extent a group of employees has a recognized collective bargaining unit, the provisions of the collective bargaining agreement regarding leaves of absence, if any, shall apply.

Employees covered by collective bargaining agreements shall receive leaves of absence in accordance with the appropriate collective bargaining agreement provisions. This policy delineates leaves of absence for employees not covered by a collective bargaining agreement.

Sick Leave

Employees, except temporary employees, shall be granted paid leave of absence for personal illness, injury, or associated treatment each year in the following amounts:

- 1st full school year: 12 days
- 2nd full school year: 13 days
- 3rd full school year: 14 days
- 4th full school year: 15 days
- Thereafter: 18 days

Unused sick leave days may be accumulated to a maximum of 95 contract days, including the current year allocation. Accrued but unused sick leave is not “paid out” upon termination of employment.

Sick leave days will be prorated for employees who are not contracted for or who do not work a full contract year. Part-time employees shall be granted a pro-rata amount of sick leave based upon the ratio of the number of hours they work to 40 hours.

Up to a maximum of six days of paid sick leave may be approved under the following circumstances; such days will be deducted from the employee’s personal sick leave balance:

- Leave for the parent of a new born or newly adopted child
- Illness, injury, or medical treatment for a member of the employee’s immediate family.

“**Immediate family**” is defined as: a spouse, parent (including step relationships), or child (including step, adopted, foster, and legal guardian).

(NOTE: Elective and cosmetic surgery and related procedures, including but not limited to cosmetic treatments, orthodontic consultation or treatment, lasik surgery, periodic physicals and preventative health check-ups, etc. do not qualify for paid sick leave.)

An employee making a claim for paid sick leave, either for the employee’s own illness or that of a family member, shall provide a medical report from a doctor confirming the necessity for such a leave of absence upon request of the superintendent or designee. A report may also be required to confirm fitness to return to duty.

Workers’ Compensation

An employee injured or disabled on the job may be eligible to receive a weekly benefit under the Iowa workers’ compensation law. If an employee receives workers’ compensation benefits, the employee’s accumulated sick leave will be reduced proportionate to the amount the workers’ compensation benefits are to the employee’s regular salary. At such time, the employee may also elect to have the workers’ compensation benefits supplemented from the District by using either sick leave, vacation leave, personal leave, and/or earned compensatory time. If supplemental payments are elected, leave time will be reduced by one full day for each day of absence. When all leave time is exhausted, supplemental payments will cease.

An employee who, in the course of employment, suffers a personal injury resulting from an episode of violence toward that employee for which workers’ compensation is payable, shall be entitled to have workers’ compensation benefits supplemented in order for the employee to receive full salary and benefits for the shortest of:

- (a) one year from the date of the disability; or
- (b) the period during which the employee is disabled and incapable of employment.

Supplementation in such situations shall not be charged against sick leave, vacation time, personal leave, or earned compensatory time. The District may require the employee, as a condition of receiving benefits under this section, to provide a signed statement that justifies the use of this leave and, if medical attention is required, a certificate from a licensed physician that states the nature and duration of the leave.

Extended Disability Leaves of Absence

An administrator, supervisor or classified employee, except a temporary employee, who is unable to work because of personal illness or injury, and who has exhausted all paid leave available, may be granted an unpaid leave of absence and may continue all available fringe benefits at his/her own expense, except that the District shall provide benefits in accordance with the Family and Medical Leave Act.

Family and Medical Leave Act

Federal law requires the District to grant up to 12 weeks of unpaid leave per year to employees who have been employed at least 12 months and who have worked at least 1,250 hours during the preceding 12 months for the purpose of:

- (1) the employee's personal serious health condition,
- (2) caring for the employee's newly born child,
- (3) caring for a child placed for adoption or placement of a foster child,
- (4) caring for the employee's parent, spouse, or child (under 18 years of age, or 18 years of age or older and incapable of self-care because of a physical or mental disability) with a serious health condition, and
- (5) a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty or has been notified of an impending call to active duty in the Armed Forces in a foreign country.

In addition, federal law requires the District to grant eligible employees up to 26 weeks of leave during a single twelve-month period to care for a covered service member with a serious illness or injury incurred or aggravated in the line of duty on active duty.

During FMLA the District requires an eligible employee to first utilize any earned paid sick leave, vacation time or other leave provided by policy or by a collective bargaining agreement to the extent the purpose is covered by and consistent with requirements for the paid leave time. Any FMLA leave in excess of available paid leave shall be unpaid.

At the employee's option, the District shall continue the District's contributions towards health insurance on behalf of the employee for up to 12 (or 26, if applicable) weeks as if the employee were still at work. If the employee has more than 12 (or 26, if applicable) weeks of paid leave available, the District shall continue the District's contribution until the paid leave is exhausted. The employee shall remit the employee's contribution towards health insurance by the date the District makes payment to the insurance carrier or within 30 days thereafter. Failure to make contributions when due may result in the employee losing coverage during the period of the leave. If the employer makes the employee-owed payments, the employee authorizes the District to offset such sums advanced against any sums owed to the employee. If the employee does not return to work at the end of the leave (except for reasons specified in the Act), the employee will be required to reimburse the District for all contributions made by the District while the employee was on unpaid leave.

Employees may request leave under the Family Medical and Leave Act for up to a total of 12 weeks per year (or a total of 26 weeks to care for a covered service member with a serious illness or injury incurred or aggravated in the line of duty). "Year" shall be defined as a 12-month period measured forward from the date an employee's first FMLA leave begins. Leave to care for a newly-born, adopted or foster child must conclude within 12 months of the birth or placement of the child. Spouses, both of whom are employed by the District, may take a combined 12-week allotment for the birth or placement of a child and/or spouses may take a combined 26-week allotment to care for a covered service member with a serious illness or injury incurred or aggravated in the line of duty. The District may require an employee to provide written certification from a health care provider when an employee requests family and medical leave for the employee's own serious health condition or to care for the employee's parent, spouse, or child with a serious health condition, or to care for a covered service member with a serious illness of injury.

Bereavement Leave

Employees, except temporary employees, may be granted up to five days paid leave per occurrence in the event of the death of a member of the employee's immediate family. The "immediate family" shall include spouse, child (including step, adopted, foster or legal guardian relationship), parent, step-parent, brother, or sister of the employee.

Emergency Leave

Employees, except temporary employees, shall be granted up to a total of three days of paid emergency leave per contract year in the event of a death or a serious health condition in the extended family or of a close friend, where sick leave or bereavement leave provisions do not apply.

“Serious health condition” is defined as: an illness, injury, impairment, or physical/mental condition that involves:

- A. either, inpatient (at least one overnight stay), non-elective treatment in a hospital, hospice, or residential care facility including any period of subsequent related outpatient treatment delivered in a hospital, hospice, or medical treatment facility in connection with the initial inpatient condition;
- B. or, the actual day an immediate family member undergoes outpatient surgery (or other invasive procedure) at a hospital or medical treatment facility, including doctor’s office when the doctor deems it medically appropriate, where the presence of the employee is medically required by the patient’s doctor.

“Extended family” for purposes of leave for a serious health condition is defined as grandparent, grandchild, sister, brother, in-law relations (i.e. father, mother, sister, brother, son, daughter) or close friend.

“Extended family” leave for a death is defined as in-law relations (i.e. father, mother, sister, brother, son, daughter), grandparent and grandchild, or close friend.

In the event of death of a student or employee of the Cedar Falls Community School District, the principal of the appropriate building may grant to an appropriate number of employees sufficient time to attend the funeral.

Personal Leave

Employees, except administrators and temporary employees are allowed up to two days of paid leave per year for personal leave. Personal leave may be granted for routine doctor or dental appointments including physicals, dental visits, well-baby appointments, preventive health checkups; visits with financial or legal advisors; or such other purposes as the employee may determine. Personal leave days may be accumulated up to four days, including the current year allotment. Personal leave shall be taken by Classified Employees in one hour, one-half day, one day, or two day allotments. The unused personal leave days will be added to the allotment of sick leave and may be in excess of the established sick leave maximum.

Personal leave may be requested for use at a time that extends a vacation or holiday. Personal leaves shall not be granted for teachers on days scheduled for state mandatory testing; days scheduled for end of semester or end of year exams; days scheduled for building or district-wide parent/guardian conferences; or during the first five or last five service days of the school year. Generally teachers should avoid requesting personal leave on a day scheduled for district-wide or building level professional development.

Military Leave

Leaves for military service will be granted in accordance with applicable law which provides that employees (other than employees employed temporarily for six months or less) who are members of the national guard, organized reserves or any component part of the military, naval, or air force or nurse corps of Iowa or of the United States, or who may be otherwise inducted into the military service shall, when ordered by proper authority to service, be entitled to a leave of absence for the period of such service, and without loss of pay for the first 30 calendar days of such leave of absence.

Jury Duty and Subpoena Leave

Employees called for jury service, or subpoenaed in a civil or criminal court proceeding on a matter related to their employment with the District, shall be permitted to be absent from duties. Pay received for jury or witness service, except travel expense, shall be remitted to the District. In order to receive payment, the employee must give at least two days’ prior notice of the summons for service or subpoena, and must furnish satisfactory evidence that such service was performed on the days for which payment is claimed. An employee not required to perform duty all day shall return to work.

Conference Leave

An employee appointed by the appropriate director to represent an area of service or instruction or the District, will be granted leave with pay to attend educational conferences or conventions. All approved costs will be borne by the District.

An employee approved by the appropriate director to attend an educational conference or convention directly or closely related to the employee's area of service shall be eligible for leave with pay. In such instances, the District shall provide a substitute, if necessary, and may partially or wholly reimburse the employee for approved expenses (depending upon factors which include, but are not limited to, the nature of the conference, the number of persons attending, and the costs related to the attendance).

An employee who is an officer or participant of a curriculum specialty event, conference, or convention may attend with pay if approved by the appropriate director. In such instances, the District shall pay for the cost of any required substitute, but will not reimburse the employee for any conference/convention-related expenses.

Requests for approval for leaves described in paragraphs two and three of this section must be made to the appropriate director at least two weeks before the beginning of the leave.

Public Office Leave

Leaves of absence for service in an elected municipal, county, state or federal office shall be granted in accordance with applicable law. The leave of absence shall be without pay or benefits and shall not exceed six years. The employee may continue all fringe benefits in effect for the duration of the leave at his/her own expense. In addition, an employee who becomes a candidate for elective public office shall be granted a leave commencing within 30 days prior to a contested primary, special, or general election and continuing until the day after the election. The employee shall first use any earned compensatory time, then vacation and personal leave time and then unpaid leave. An employee who is a candidate for any elective public office shall not campaign while on duty as an employee.

Other Absences

Leaves of absence for reasons other than those listed above, or in excess of the number of days allowed, may be granted by the superintendent or designee. The employee shall have deducted from his/her salary an amount equal to one day's pay for each day of absence. The District shall not continue fringe benefits, but the employee may continue the fringe benefits for the duration of the leave at his/her own expense, except that the District shall provide benefits in accordance with the Family and Medical Leave Act.

Discipline

Absences for reasons other than those provided for in this policy or in a negotiated agreement, or failure on the part of the employee to follow procedures for requesting leave of absence, failure of the employee to provide reasonable evidence confirming the necessity for the leave of absence following request by the District, failure of an employee to return to work on the specified date following the leave of absence, failure to communicate in a timely manner an inability to return to work on the specified date following the leave of absence, or failure to provide a legitimate reason for failing to return on the specified date following the leave of absence, may be grounds for disciplinary action, including dismissal.

A. District Notice

1. The District will post a notice regarding family and medical leave.
2. Information on the Family and Medical Leave Act and on the Board of Education policy on family and medical leave, including leave provisions and employee obligations, will be provided annually.
3. When an employee requests family and medical leave, the District will provide the employee with information listing the employee's obligations and requirements. Such information will include:
 - a. a statement clarifying whether the leave qualifies as family and medical leave and will, therefore, be credited to the employee's annual 12-week (or 26 week) entitlement;
 - b. a reminder that an employee requesting family and medical leave for his/her serious health condition or for that of an immediate family member or for that of a covered service member must furnish medical certification of the serious health condition and notice of the consequences for failing to do so;

- c. an explanation of the employee's right and obligation to substitute paid leave for family and medical leave, including a description of when the District requires substitution of paid leave and the conditions related to the substitution; and
- d. a statement notifying the employee that the employee must pay, and must make arrangements for paying, any premium or other payment to maintain health or other benefits, as applicable.

B. Eligible Employees

Employees are eligible for family and medical leave if three criteria are met.

If the employee requesting leave is unable to meet the three criteria, then the employee is not eligible for family and medical leave.

1. The District has more than 50 employees on the payroll at the time leave is requested;
2. The employee has worked for the District for at least 12 months or 52 weeks (the months and weeks need not be consecutive); and
3. The employee has worked at least 1,250 hours within the previous year. Full-time professional employees who are exempt from the wage and hour law may be presumed to have worked the minimum hour requirement.

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Employee Requesting Leave -- Two Types of Leave.

1. *Foreseeable family and medical leave.*
 - a. Definition - leave is foreseeable for the birth or placement of an adopted or foster child with the employee or for planned medical treatment.
 - b. The employee must give at least 30 days' notice for foreseeable leave. Failure to give the notice may result in the leave beginning 30 days after notice is received.
 - c. Employees must consult with the District prior to scheduling planned medical treatment leave to minimize disruption to the District. The scheduling is subject to the approval of the health care provider.
2. *Unforeseeable family and medical leave.*
 - a. Definition - leave is unforeseeable in such situations as emergency medical treatment or premature birth.
 - b. The employee must give notice as soon as possible but no later than one to two work days after learning that leave will be necessary.
 - c. A spouse or family member may give the notice if the employee is unable to personally give notice.

D. Eligible Family and Medical Leave Determination

The District may require the employee to provide reasonable documentation or a statement of family relationship.

1. Six purposes.

- a. The birth of a son or daughter of the employee and in order to care for that son or daughter prior to the first anniversary of the child's birth;
- b. The placement of a son or daughter with the employee for adoption or foster care and in order to care for that son or daughter prior to the first anniversary of the child's placement;
- c. To care for the spouse, son, daughter or parent of the employee if the spouse, son, daughter or parent has a serious health condition; the child must be under 18, or, if over 18, incapable of self-care because of a mental or physical disability;
- d. Employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position;

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- e. Any qualifying exigency arising out of the fact that the employee's spouse, child or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation;
- f. To care for the employee's spouse, child, parent, or a person to whom the employee is next of kin who is a member of the Armed Forces or who is undergoing medical treatment, recuperation, or therapy, is otherwise in out-patient status, or on the temporary disability retired list for a serious injury or illness sustained in the line of duty or on active duty.

2. Medical certification

- a. When required:
 - (1) Employees shall be required to present medical certification of the employee's serious health condition and inability to perform the essential functions of the job.
 - (2) Employees shall be required to present medical certification of the family member's serious health condition and that it is medically necessary for the employee to take leave to care for the family member.
 - (3) Employee shall be required to present medical certification of the spouse, child, parent or next of kin who is a covered service member.
- b. Employee's medical certification responsibilities:
 - (1) The employee must obtain the certification from the health care provider who is treating the individual with the serious health condition.
 - (2) The District may require the employee to obtain a second certification by a health care provider chosen by and paid for by the District if the District has reason to doubt the validity of the certification an employee submits. The second health care provider cannot, however, be employed by the District on a regular basis.

- (3) If the second health care provider disagrees with the first health care provider, then the District may require a third health care provider to certify the serious health condition. This health care provider must be mutually agreed upon by the employee and the District and paid for by the District. This certification or lack of certification is binding upon both the employee and the District.
- c. Medical certification will be required 15 calendar days after family and medical leave begins unless it is impracticable to do so. The District may request recertification every 30 calendar days or as otherwise provided by law. Recertification must be submitted within 15 calendar days of the District's request.

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- d. The employee must provide certification of fitness to return to duties from the health care provider who was treating the employee with a serious health condition prior to the employee returning to work.

Family and medical leave requested for the serious health condition of the employee or to care for a family member with a serious health condition or to care for a covered service member with a serious illness or injury which is not supported by medical certification may be denied until such certification is provided.

E. Entitlement

1. Employees are entitled to 12 weeks family and medical leave per year (12-month period), except that employees are entitled to 26 weeks family and medical leave during a single 12-month period to care for a covered service member.
2. The 12-month period is measured forward from the date an employee's first FMLA leave begins.
3. If insufficient leave is available, the District may:
 - a. Deny the leave if entitlement is exhausted; or
 - b. Award additional leave.

F. Type of Leave Requested

1. Continuous - employee will not report to work for set number of days or weeks.
2. Intermittent - employee requests family and medical leave for separate periods of time.
 - a. Intermittent leave is available for:
 - (1) Birth, adoption or foster care placement of child only with the District's agreement.
 - (2) Serious health condition of the employee, spouse, parent, or child or of a serious illness or injury of covered service member when medically necessary without the District's agreement.
 - (3) A qualifying exigency arising out of the fact that the spouse, child or parent of the employee is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation without the District's agreement.

- b. In the case of foreseeable intermittent leave, the employee must schedule the leave to minimize disruption to the District's operation.

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- c. During the period of foreseeable intermittent leave, the District may move the employee to an alternative position with equivalent pay and benefits. *[For instructional employees, see G below.]*

- 3. Reduced work schedule - employee requests a reduction in the employee's regular work schedule.

- a. Reduced work schedule family and medical leave is available for:

- (1) Birth, adoption or foster care placement of child only with the District's agreement.
- (2) Serious health condition of the employee, spouse, parent, or child or of a serious illness or injury of a covered service member when medically necessary without the District's agreement.
- (3) A qualifying exigency arising out of the fact that the spouse, child or parent of the employee is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation without the District's agreement.

- b. In the case of foreseeable reduced work schedule leave, the employee must schedule the leave to minimize disruption to the District's operation.

- c. During the period of foreseeable reduced work schedule leave, the District may move the employee to an alternative position with equivalent pay and benefits. *[For instructional employees, see G below.]*

G. Special Rules for Instructional Employees

- 1. Definition - an instructional employee is one whose principal function is to teach and instruct students in a class, a small group or in an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors and special education assistants.

- 2. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule family and medical leave greater than twenty percent of the work days in the leave period may be required to:

- a. Take leave for the entire period or periods of the planned medical treatment; or

- b. Move to an available alternative position, with equivalent pay and benefits, but not necessarily equivalent duties, for which the employee is qualified.

- 3. Instructional employees who request continuous family and medical leave near the end of a semester may be required to extend the family and medical leave through the end of the semester. The number of weeks remaining before the end of a semester do not include scheduled school breaks, such as summer, winter or spring break.

- a. If an instructional employee begins family and medical leave for any purpose more than five weeks before the end of a semester, the District may require that the leave be continued until the end of the semester if the leave will last at least three weeks and the employee would return to work during the last three weeks of the semester if the leave was not continued.

- b. If the employee begins family and medical leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the District may require that the leave be continued until the end of the semester if the leave will last more than two weeks and the employee would return to work during the last two weeks of the semester.
 - c. If the employee begins family and medical leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the District may require the employee to continue taking leave until the end of the semester.
4. The entire period of leave taken under the special rules is credited as family and medical leave. The District will continue to fulfill the District's family and medical leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's family and medical leave entitlement ends before the involuntary leave period expires.

H. Employee Responsibilities While on Family and Medical Leave

1. The employee must continue to pay health care benefit contributions or other benefit contributions regularly paid by the employee unless the employee elects not to continue the benefits.
2. The employee contribution payments will be deducted from any money owed to the employee, or the employee shall reimburse the District at a time set by the superintendent or designee.
3. An employee who fails to make the health care contribution payments within 30 calendar days after they are due will be notified that his/her coverage may be canceled if payment is not received within an additional 15 calendar days.
4. An employee may be required to re-certify the medical necessity of family and medical leave for the serious medical condition of an employee or family member or of a serious injury or illness of a covered service member once every 30 calendar days or as otherwise provided by law and to return the certification within 15 calendar days of the request.
5. The employee must notify the District of the employee's intent to return to work at least once each month during leave and at least two weeks prior to the conclusion of the family and medical leave.

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6. If an employee intends not to return to work, the employee must immediately notify the District, in writing, of the employee's intent not to return. The District will cease benefits upon receipt of this notification.

I. Use of Paid Leave for Family and Medical Leave

An employee shall substitute unpaid family and medical leave with any paid leave available to the employee, which is applicable to the reason for family and medical leave, under Board of Education policy or a collective bargaining agreement. Paid leave includes sick leave, family illness leave, emergency leave, paid vacation, and/or personal leave. When the District determines that paid leave is being taken for a FMLA reason, the District will notify the employee within two business days (if feasible) that the paid leave will be counted as FMLA leave.

J. Definitions

The following definitions shall apply to the District's policy and regulations on family and medical leave:

1. *Common Law Marriage* - according to Iowa law, common law marriages exist when there is a present intent by the two parties to be married, continuous cohabitation, and a public declaration that the parties are husband and wife. There is no time factor that needs to be met in order for there to be a common law marriage.
2. *Contingency Operation* - means a military operation that: (1) is designated by the U.S. Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (2) results in the call or order to, or retention on, active duty of members of the uniformed services under applicable law during a war or during a national emergency declared by the U.S. President or Congress.
3. *Continuing Treatment* - a serious health condition involving continuing treatment by a health care provider includes one or more of the following:
 - a. A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from) of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or in referral by, a health care provider; or
 - treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider.
 - b. Any period of incapacity due to pregnancy or for prenatal care.
 - c. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
 - continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

- d. Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke or the terminal stages of a disease.
 - e. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
4. *Covered Service Member* – a member of the Armed forces, including a member of the National Guard or reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in out-patient status, or is otherwise on the disability retired list, for a serious injury or illness.
 5. *Eligible Employee* - an employee of the District which has more than 50 employees on the payroll at the time leave is requested. The employee has worked for the District for at least twelve months and has worked at least 1,250 hours within the previous year.
 6. *Essential Functions of the Job* - those functions which are fundamental to the performance of the job. It does not include marginal functions.
 7. *Employment Benefits* - all benefits provided or made available to employees by an employer, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of an employer or through an "employee benefit plan."
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8. *Family Member* - individuals who meet the definition of son, daughter, spouse or parent.
 9. *Group Health Plan* - any plan of, or contributed to by, an employer (including a self-insured plan) to provide health care (directly or otherwise) to the employer's employees, former employees, or the families of such employees or former employees.
 10. *Health Care Provider* -
 - a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or
 - b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the state and performing within the scope of their practice as defined under state law; or
 - c. Nurse practitioners and nurse-midwives who are authorized to practice under state law and who are performing within the scope of their practice as defined under state law; or
 - d. Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts; or

- e. Any health care provider from whom an employer or a group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; or
 - f. A health care provider as defined above who practices in a country other than the United States who is licensed to practice in accordance with the laws and regulations of that country.
11. *In Loco Parentis* - individuals who had or have day-to-day responsibilities for the care and financial support of a child not their biological child or who had the responsibility for an employee when the employee was a child.
 12. *Incapable of Self-care* - that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" or "ADLs." Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.
 13. *Instructional Employee* - an employee employed principally in an instructional capacity by an educational agency or school whose principal function is to teach and instruct students in a class, a small group, or an individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aides who do not have as their principal function actual teaching or instructing, nor auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily noninstructional employees.
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14. *Intermittent Leave* - leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave or periods from an hour or more to several weeks.
 15. *Medically Necessary* - certification for medical necessity is the same as certification for serious health condition.
 16. *Needed to Care For* - the medical certification that an employee is "needed to care for" a family member encompasses both physical and psychological care. For example, where, because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic or nutritional needs or safety or is unable to transport himself or herself to medical treatment. It also includes situations where the employee may be needed to fill in for others who are caring for the family member or to make arrangements for changes in care.
 17. *Next of Kin* – the nearest blood relative of that individual.
 18. *Out-patient Status* – with respect to a covered service member, means the status of a member of the Armed Forces assigned to a medically necessary treatment facility as an out-patient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as out-patients.
 19. *Parent* - a biological parent or an individual who stands *in loco parentis* to a child or stood *in loco parentis* to an employee when the employee was a child. Parent does not include parent-in-law.
 20. *Physical or mental disability* - a physical or mental impairment that substantially limits one or more of the major life activities of an individual.

21. *Reduced leave schedule* - a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.
22. *Serious health condition* - an illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or
 - b. Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes:

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- A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery therefrom) of more than three consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - * Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 - * Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- c. Any period of incapacity due to pregnancy or for prenatal care.
- d. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - Requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
 - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- e. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke or the terminal stages of a disease.
- f. Any period of absence to receive multiple treatments (including any period of recovery from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment,

such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

- Treatment for purposes of this definition includes, but is not limited to, examinations to determine if a serious health condition exists and evaluation of the condition. Treatment does not include routine physical examinations, eye examinations or dental examinations. Under this definition, a regimen of

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continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regime of continuing treatment for purposes of FMLA leave.

- Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not “serious health conditions” unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.
 - Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care on a referral by a health care provider. On the other hand, absence because of the employee’s use of the substance, rather than for treatment, does not qualify for FMLA leave.
 - Absences attributable to incapacity under this definition qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee’s health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.
23. *Serious Injury or Illness* – in the case of a member of the Armed Forces, means an injury or illness incurred in the line of duty or on active duty that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating.
24. *Son or daughter* - a biological child, adopted child, foster child, stepchild, legal ward, or a child of a person standing in loco parentis. The child must be under age 18 or, if over 18, incapable of self-care because of a mental or physical disability.
25. *Spouse* - a husband or wife recognized by Iowa law including common law marriages.

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

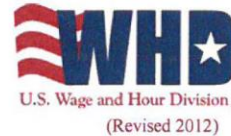
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



U.S. Department of Labor
Wage and Hour Division



Fact Sheet #28: The Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons. This fact sheet provides general information about which employers are covered by the FMLA, when employees are eligible and entitled to take FMLA leave, and what rules apply when employees take FMLA leave.

COVERED EMPLOYERS

The FMLA only applies to employers that meet certain criteria. A **covered employer** is a:

- Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer;
- Public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or
- Public or private elementary or secondary school, regardless of the number of employees it employs.

ELIGIBLE EMPLOYEES

Only eligible employees are entitled to take FMLA leave. An **eligible employee** is one who:

- Works for a *covered employer*;
- Has worked for the employer for at least *12 months*;
- Has at least *1,250 hours* of service for the employer during the 12 month period immediately preceding the leave*; and
- Works at a location where the employer has at least *50 employees within 75 miles*.

* Special hours of service eligibility requirements apply to airline flight crew employees. See Fact Sheet 28J: Special Rules for Airline Flight Crew Employees under the Family and Medical Leave Act.

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven years or more, the time worked prior to the break will not count *unless* the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, including a collective bargaining agreement, outlining the employer's intention to rehire the employee after the break in service. See "FMLA Special Rules for Returning Reservists".

LEAVE ENTITLEMENT

Eligible employees may take up to **12 workweeks** of leave in a 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to **26 workweeks** of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. *See Fact Sheets 28F: Qualifying Reasons under the FMLA and 28M: The Military Family Leave Provisions under the FMLA.*

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

Under certain conditions, employees may choose, or employers may require employees, to "substitute" (run concurrently) accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave period. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

NOTICE

Employees must comply with their employer's usual and customary requirements for requesting leave and provide enough information for their employer to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. *See Fact Sheet 28E: Employee Notice Requirements under the FMLA .*

Covered employers must:

- (1) Post a notice explaining rights and responsibilities under the FMLA (and may be subject to a civil money penalty of up to \$110 for willful failure to post);
- (2) Include information about the FMLA in their employee handbooks or provide information to new employees upon hire;

- (3) When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA-qualifying reason, provide the employee with notice concerning his or her eligibility for FMLA leave and his or her rights and responsibilities under the FMLA; and
- (4) Notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement. '

See Fact Sheet 28D: Employer Notice Requirements under the FMLA.

CERTIFICATION

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. See Fact Sheet 28G: Certification of a Serious Health Condition under the FMLA. For information on certification requirements for military family leave, See Fact Sheet 28M(c): Qualifying Exigency Leave under the FMLA; Fact Sheet 28M(a): Military Caregiver Leave for a Current Servicemember under the FMLA; and Fact Sheet 28M(b): Military Caregiver Leave for a Veteran under the FMLA.

JOB RESTORATION AND HEALTH BENEFITS

Upon return from FMLA leave, an employee must be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot be counted against the employee under a "no-fault" attendance policy. Employers are also required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. See Fact Sheet 28A: Employee Protections under the Family and Medical Leave Act .

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent or reduced schedule FMLA leave or the taking of FMLA leave near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under the FLSA regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an eligible employee's use of FMLA leave.

ENFORCEMENT

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any

proceeding, related to the FMLA. *See Fact Sheet 77B: Protections for Individuals under the FMLA*. The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4-USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

FAMILY AND MEDICAL LEAVE REQUEST FORM

Date: _____

I, _____, request family and medical leave for the following reason:
(check all that apply)

- _____ for the birth of my child;
- _____ for the placement of a child for adoption or foster care;
- _____ to care for my child who has a serious health condition;
- _____ to care for my parent who has a serious health condition;
- _____ to care for my spouse who has a serious health condition;
- _____ because I am seriously ill and unable to perform the essential functions of my position;
- _____ for a qualifying exigency arising out of fact that my spouse is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation;
- _____ for a qualifying exigency arising out of fact that my child is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation;
- _____ for a qualifying exigency arising out of fact that my parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation;
- _____ to care for my spouse who is a member of the Armed Forces and who is undergoing medical treatment for a serious illness or injury
- _____ to care for my child who is a member of the Armed Forces and who is undergoing medical treatment for a serious illness or injury
- _____ to care for my parent who is a member of the Armed Forces and who is undergoing medical treatment for a serious illness or injury

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_____ to care for a person to whom I am next of kin who is a member of the Armed Forces and who is undergoing medical treatment for a serious illness or injury

I acknowledge my obligation to provide medical certification of my serious health condition or that of a family member or to provide medical certification of the serious illness or injury of a service member in order to be eligible for family and medical leave within 15 calendar days of a request for certification.

I acknowledge receipt of information regarding my obligations under the family and medical leave policy of the District.

I request that my family and medical leave begin on _____, and I request leave as follows: (check one)

_____ Continuous

I anticipate that I will be able to return to work on _____.

_____ Intermittent leave for the:

- _____ birth of my child or adoption or foster care placement subject to agreement by the District
- _____ serious health condition of myself, parent, or child when medically necessary
- _____ qualifying exigency arising out of the fact that my spouse, child, or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation
- _____ to care for my spouse, child, or parent, or a person to whom I am next of kin, who is a member of the Armed Forces and who is undergoing medical treatment for a serious illness or injury

Details of the needed intermittent leave:

I anticipate returning to work at my regular schedule on _____.

_____ Reduced work schedule for the:

- _____ birth of my child or adoption or foster care placement subject to agreement by the District
- _____ serious health condition of myself, parent, or child when medically necessary
- _____ qualifying exigency arising out of the fact that my spouse, child, or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation

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_____ to care for my spouse, child, or parent, or a person to whom I am next of kin, who is a member of the Armed Forces and who is undergoing medical treatment for a serious illness or injury

Details of needed reduction in work schedule as follows:

I anticipate returning to work at my regular schedule on _____.

I realize I may be moved to an alternative position during the period of the family and medical intermittent or reduced work schedule leave. I also realize that with foreseeable intermittent or reduced work schedule leave, subject to the requirements of my health care provider, I may be required to schedule the leave to minimize District operations.

While on family and medical leave, I agree to pay my regular contributions to employer sponsored benefit plans. My contributions shall be deducted from moneys owed me during the leave period. If no monies are owed me, I shall reimburse the District by personal check (cash) for my contributions. I understand that I may be dropped from the employer-sponsored benefit plans for failure to pay my contribution.

I agree to reimburse the District for any payment of my contributions with deductions from future monies owed to me, or the District may seek reimbursement of payments of my contributions in court.

I acknowledge that the above information is true to the best of my knowledge.

Signed _____

Notice of Eligibility and Rights & Responsibilities
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division



OMB Control Number: 1235-0003
Expires: 2/28/2015

In general, to be eligible an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

[Part A – NOTICE OF ELIGIBILITY]

TO: _____
Employee

FROM: _____
Employer Representative

DATE: _____

On _____, you informed us that you needed leave beginning on _____ for:

- _____ The birth of a child, or placement of a child with you for adoption or foster care;
- _____ Your own serious health condition;
- _____ Because you are needed to care for your _____ spouse; _____ child; _____ parent due to his/her serious health condition.
- _____ Because of a qualifying exigency arising out of the fact that your _____ spouse; _____ son or daughter; _____ parent is on covered active duty or call to covered active duty status with the Armed Forces.
- _____ Because you are the _____ spouse; _____ son or daughter; _____ parent; _____ next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

- _____ Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
- _____ Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
 - _____ You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately _____ months towards this requirement.
 - _____ You have not met the FMLA's hours of service requirement.
 - _____ You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact _____ or view the FMLA poster located in _____.

[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by _____.** (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

- _____ Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request _____ is/_____ is not enclosed.
- _____ Sufficient documentation to establish the required relationship between you and your family member.
- _____ Other information needed (such as documentation for military family leave): _____
- _____ No additional information requested

CONTINUED ON NEXT PAGE

Form WH-381 Revised February 2013

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

- _____ Contact _____ at _____ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.
- _____ You will be required to use your available paid _____ sick, _____ vacation, and/or _____ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.
- _____ Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We _____ have/_____ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.
- _____ While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every _____. (Indicate interval of periodic reports, as appropriate for the particular leave situation).

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:
 - _____ the calendar year (January – December).
 - _____ a fixed leave year based on _____.
 - _____ the 12-month period measured forward from the date of your first FMLA leave usage.
 - _____ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on _____.
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have _____ sick, _____ vacation, and/or _____ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

_____ For a copy of conditions applicable to sick/vacation/other leave usage please refer to _____ available at: _____.

_____ Applicable conditions for use of paid leave: _____

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

_____ at _____.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

Certification of Health Care Provider
(Family and Medical Leave Act of 1993)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



(When completed, this form goes to the employee, **Not to the Department of Labor.**)

OMB No.: 1215-0181
Expires: 09-30-2010

1. Employee's Name

2. Patient's Name (If different from employee)

3. Page 4 describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition¹ qualify under any of the categories described? If so, please check the applicable category.

(1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____, or None of the above _____

4. Describe the **medical facts** which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

5. a. State the approximate **date** the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present **incapacity**² if different):

b. Will it be necessary for the employee to take work only **intermittently or to work on a less than full schedule** as a result of the condition (including for treatment described in Item 6 below)?

If yes, give the probable duration:

c. If the condition is a **chronic condition** (condition #4) or **pregnancy**, state whether the patient is presently incapacitated² and the likely duration and frequency of **episodes of incapacity**²:

¹ Here and elsewhere on this form, the information sought relates **only** to the condition for which the employee is taking FMLA leave.

² "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

6. a. If additional **treatments** will be required for the condition, provide an estimate of the probable number of such treatments.

If the patient will be absent from work or other daily activities because of **treatment** on an **intermittent** or **part-time** basis, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

b. If any of these treatments will be provided by **another provider of health services** (e.g., physical therapist), please state the nature of the treatments:

c. **If a regimen of continuing treatment** by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

7. a. If medical leave is required for the employee's **absence from work** because of the **employee's own condition** (including absences due to pregnancy or a chronic condition), is the employee **unable to perform work** of any kind?

b. If able to perform some work, is the employee **unable to perform any one or more of the essential functions of the employee's job** (the employee or the employer should supply you with information about the essential job functions)?
If yes, please list the essential functions the employee is unable to perform:

c. If neither a. nor b. applies, is it necessary for the employee to be **absent from work for treatment**?

8. a. If leave is required to **care for a family member** of the employee with a serious health condition, **does the patient require assistance** for basic medical or personal needs or safety, or for transportation?

b. If no, would the employee's presence to provide **psychological comfort** be beneficial to the patient or assist in the patient's recovery?

c. If the patient will need care only **intermittently** or on a part-time basis, please indicate the probable **duration** of this need:

Signature of Health Care Provider

Type of Practice

Address

Telephone Number

Date

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

Employee Signature

Date

A “**Serious Health Condition**” means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity² or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(a) A period of incapacity² of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity² relating to the same condition), that also involves:

- (1) **Treatment³ two or more times** by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (*e.g.*, physical therapist) under orders of, or on referral by, a health care provider; or
- (2) **Treatment** by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment⁴** under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to **pregnancy**, or for **prenatal care**.

4. Chronic Conditions Requiring Treatments

A **chronic condition** which:

- (1) Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
- (2) Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and
- (3) May cause **episodic** rather than a continuing period of incapacity² (*e.g.*, asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of **Incapacity²** which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer’s, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, or for a condition that **would likely result in a period of Incapacity² of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

This optional form may be used by employees to satisfy a mandatory requirement to furnish a medical certification (when requested) from a health care provider, including second or third opinions and recertification (29 CFR 825.306).

Note: Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

³ Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

⁴ A regimen of continuing treatment includes, for example, a course of prescription medication (*e.g.*, an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

Public Burden Statement

We estimate that it will take an average of 20 minutes to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THIS OFFICE; IT GOES TO THE EMPLOYEE.

Policy Title: ***Employee Insurance Program*** Code No. ***402.5***

Group, medical, dental, vision, term life insurance and long-term disability insurance is available to employees, as set forth in an employee handbook, or individual contract approved by the Board of Education. The Superintendent or designee in consultation with the Director of Business Affairs and the Director of Human Resources will select the group benefit program(s) and the insurance company or third party administrator which will provide or administer the program. For health insurance coverage, the Board of Education will offer employees who work an average of at least 30 hours per week or 130 hours per month, based on the measurement method adopted by the Board of Education, minimum essential coverage which is anticipated to be affordable and provide minimum value in accordance with the requirements of the Patient Protection and Affordable Care Act, or applicable federal law. For all other coverage eligible employees must be employed for at least 80 percent of full time for nine months or more each year. Application of this rule means classified employees must be employed at least 32 hours per week. Contributions by the District shall be determined annually for individuals and family group medical, dental, vision, term life insurance and long-term disability.

Employees who are 50 percent to 79.99 percent F.T.E. (full-time equivalent) are eligible to apply for participation in the Group Insurance Plan. Such employees will pay the total cost of insurance premiums.

Employees who have insurance coverage provided by the District and are involuntarily reduced below 80 percent F.T.E. will retain District provided insurance coverage for 12 months or as required by law.

All school employees are covered by worker's compensation insurance. This policy covers medical expenses and disability compensation for accidents occurring while the employee is on duty. (Such accidents are not covered by the school insurance program explained above.) When an employee has an accident, he/she must report this immediately to his/her supervisor. The following rules will apply to the worker's compensation disability checks and deductions:

1. The insurance company shall notify the employee and the school business office as to the amount of payment and the dates of coverage.
2. The school business office shall reduce sick leave payments by the amount of disability compensation for worker's compensation received by the employee. Such deductions shall be based on per day payments. If worker's compensation should exceed sick leave payments, only the total amount of sick leave per day shall be deducted. In no case shall the employee receive less than provided for under the school sick leave policy.

Employees would also have the choice of choosing the worker's compensation allowance only which would put them on unpaid status with the school District. Employees would be personally responsible for medical and dental insurance premiums normally paid by the District for each month the employee is not in a paid leave status.

Policy Title: ***Professional Development*** Code No. ***402.15***

The Board of Education encourages staff members to continue professional growth by being involved in professional organizations, attending conferences, continuing advanced education and participating in other professional activities.

The District shall maintain and support a professional development program for employees as part of its comprehensive school improvement plan and in accordance with applicable law.

Requests for attendance or participation in a development program, other than those development programs sponsored by the District, shall be made to the employee's supervisor. The superintendent or designee shall have discretion to allow or disallow attendance, giving consideration to the value of the program to the employee and to the District, the effect of the employee's absence on the educational program and District operations, the effect on the budget and other relevant factors.

Item No. 11 - Election of Director of Central Rivers AEA Board of Directors (District 7)

Dr. Pattee reviewed the process for the election of the Director district that represents the Cedar Falls Community School District on the Central Rivers AEA Board of Directors, District 7. Richard Vande Kieft, former Cedar Falls Community School District Board member is the incumbent on the AEA board of Directors and is seeking to extend his term. After a short discussion, Director Hines moved and Director Kenyon seconded the motion to nominate Richard Vande Kieft as the representative of District 7 on the Central Rivers AEA Board of Directors. Directors voting in favor of the motion: Coil, Hassman, Hines, Kenyon, Lantz, Leeper, and Shaw. Those voting “no” none. Motion carried. Director Lantz thanked director Vande Kieft for his continued interest to represent the Cedar Falls Community School District on the Central Rivers AEA Board of Directors (District 7).

Item No. 12 - Superintendent’s Report

Dr. Pattee reported on the following:

- School Board election is September 12, 2017
- September 25th – Organizational Meeting of the Board
- IASB State Convention is November 15-17, 2017
- Board meetings are scheduled for October 9 & 23, 2017
October 9th Board meeting will include Certified Annual Report (CAR) and Board Committee Assignments
October 23rd Board meeting will include informational reports on the Iowa Assessments

Item No. 13– Questions, Comments, and Concerns

None

Item No. 14 – Adjournment

Director Hines moved and Director Hassman seconded the motion to adjourn. Directors voting in favor of the motion: Coil, Hassman, Hines, Kenyon, Lantz, Leeper, and Shaw. Those voting “no” none. Motion carried.

The meeting was adjourned at 6:48 p.m.

Secretary

President