

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: Jeff Hassman, Susie Hines, James Kenyon, Susan Lantz, and Jenny Leeper. 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 Sasha Wohlpart and Eric Giddens.

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

Director Hines moved and Director Lantz seconded the motion to approve the following items. Director Kenyon commented on the closing of open enrollment students into the school district and he hopes the District will reconsider that decision for the 2018-2019 school year.

1. The consent agenda of the August 28, 2017, Board of Education meeting as presented:
2. Approval of August 14, 2017 Board of Education Minutes
3. Approval of the bills as presented for payment as reviewed by Joyce Coil
4. Approval of Open Enrollment Request
5. Transportation Report
6. Non-Profit Organization Membership
7. Approval of Cooperative Sharing Agreement with Sumner Fredericksburg for Women’s Swimming

**Cedar Falls Community School District Service for Non-profit Organizations**

It is the practice of the Cedar Falls Community School District that participation by our employees in activities of certain outside organizations provides benefits to both the employee and the District. The Cedar Falls Community School District therefore, approves the participation of Administration in the following organizations and considers such participation to be part of the scope of employment:

Organizations in which paid membership is in the name of the school or in the name of the employee which offer benefit to the District in the form of professional development, information or other professional service, included but not limited to:

- American Association of School Administrators
- American Association of School Personnel Administrators (AASPA)
- Association for Supervision and Curriculum Development (ASCD)
- Association of School Business Officials International (ASBO)
- Black Hawk County Metropolitan Area Pedestrian Master Plan Steering Committee
- Cedar Falls Business and Professional Women
- Cedar Falls Community Schools Foundation
- Cedar Valley United Way
- Cedar Valley United Way Community Impact Team
- Community United Child Care Centers (CUCCU) Board of Directors
- Greater Cedar Valley Alliance Board of Directors
- Central Rivers AEA Advisory Committee
- Iowa ASCD
- Iowa ASCD - Board of Directors
- Iowa Association of School Boards (IASB)
- Iowa Association of School Business Officials (IASBO)
- Iowa Association of School Business Officials (IASBO) - Board of Directors
- Iowa School Employee Benefits Association (ISEBA) Board of Trustees
- Iowa Superintendents Finance and Leadership Consortium
- Kiwanis International Lions International
- National Association of Elementary School Principals (NAESP)
- National Association of Secondary School Principals (NASSP)
- Rotary International
- School Administrators of Iowa
- School Administrators of Iowa - Executive Leaders
- Society for Human Resources Management (SHRM)
- University of Northern Iowa Professional Development School
- University of Northern Iowa Superintendent’s Advisory Council
- Urban Education Network (UEN)

Other organizations, employment related participation that will be determined on a case-by-case basis.

Board of Education Minutes

August 28, 2017

Page 2

**Open Enrollment Report**

August 28, 2017

Diona Aliu Current resident district: District requested: Effective date:	12 <sup>th</sup> Grade Cedar Falls Janesville 2017-2018
Leon Denny, Jr. Current resident district: District requested: Effective date:	12 <sup>th</sup> Grade Cedar Falls Waterloo 2017-2018
Connor Engel Current resident district: District requested: Effective date:	Kindergarten Cedar Falls Janesville 2017-2018
Caleb Engel Current resident district: District requested: Effective date:	Kindergarten Cedar Falls Janesville 2017-2018
Michael Ferrandino Current resident district: District requested: Effective date:	12 <sup>th</sup> Grade Cedar Falls Waterloo 2017-2018
Peter Tabor Current resident district: District requested: Effective date:	12 <sup>th</sup> Grade Cedar Falls Waterloo 2017-2018
Kale M Berky-Johnson Current resident district: District requested: Effective date:	1 <sup>st</sup> Grade Hudson Cedar Falls 2017-2018 – C
Deidra Rose Cinadr Current resident district: District requested: Effective date:	6 <sup>th</sup> Grade Waterloo Cedar Falls 2017-2018 – C
Nikieyah Clemons Current resident district: District requested: Effective date:	5 <sup>th</sup> Grade Waterloo Cedar Falls 2017-2018 – C
Love Howard Current resident district: District requested: Effective date:	1 <sup>st</sup> Grade Waterloo Cedar Falls 2017-2018 – C
Landon M Cayler Current resident district: District requested: Effective date:	8 <sup>th</sup> Grade Waterloo Cedar Falls 2017-2018 – C

La'Treyal R Oliver  
Current resident district: Waterloo  
District requested: Cedar Falls  
Effective date: 2017-2018 – C

Kamira Altman-Aron  
Current resident district: Waterloo  
District requested: Cedar Falls  
Effective date: 2017-2018 – C

\*This will be denied

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

Item No. 2 – Public Comment

No public comments.

Item No. 3 – Secretary’s Monthly Financial Reports

Mr. Nefzger reviewed the monthly balances for July 2017 for the general fund, schoolhouse, student activity and food service. President Coil reported that the report would be filed subject to audit.

Item No. 4 – Communications

None

Item No. 5– Approval of Board Policies: First of Two Readings

Dr. Pattee reviewed the 11 board policies from the 400 series for the first reading . Director Lantz thanked Dr. Talbot for all his work in revising these board policies. Dr. Pattee thanked the policy committee for all their work on reviewing the board policies presented. After discussion, Director Hassman moved and Director Kenyon seconded the motion to approve the first reading of the 11 board policies in the 400 series. Directors voting in favor of the motion: Coil, Hassman, Hines, Kenyon, Lantz, 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 ~~personnel~~ **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.

~~Except where a specific provision has been collectively bargained governing the employment relationship,~~ 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) paraeducators
- 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, and Selection, Assignment and Transfer of Personnel* 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. Degree of being well informed on all essentials relating to the position.~~
- ~~l.k.~~ k. Compatibility with the District's philosophy and programs.
- ~~m.l.~~ l. Adherence to professional ethics.
- ~~n.m.~~ m. Personal qualities advantageous to the position.
- ~~o.n.~~ n. History of past successful job experiences.
- ~~p.o.~~ 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.
- ~~q.p.~~ 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.
- ~~r.q.~~ 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 ~~mutually~~ 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 ~~Employees Other Than With Administrators~~ Teachers**

Contracts with licensed ~~employees~~ **teachers** in the District, ~~other than with administrators or with temporary employees,~~ 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.

~~Contracts with continuing~~ **Continuing contracts with** licensed ~~teachers~~ **employees** for teaching or for coaching interscholastic ~~athletics~~ shall be the same as for the preceding contract term except as ~~mutually~~ modified or ~~unless~~ terminated **as provided by law.** ~~However,~~ **Contracts for coaching interscholastic athletics with individuals who do not also have a teaching contract with the Cedar Falls Community School District shall not be continuing contracts. such individuals serve at the pleasure of the District, and such contracts may be terminated at any time by the Board of Education for any reason. 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 ~~employee (other than of an administrator)~~ **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 ~~one~~ **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 ~~two consecutive~~ **three** years of ~~employment of an administrator in the Cedar Falls Community School District~~ shall be a probationary period.

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

The ~~Board of Education~~ **District** may extend the probationary period for one additional year with the consent of the licensed ~~employee~~ **teacher or licensed administrator**. The ~~Board of Education~~ **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 ~~the procedures set forth in the negotiated agreement with their bargaining representative.~~ 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 shall may be set forth in a collective bargaining agreement, employee handbook or individual contract approved by the Board of Education. ~~Vacation days will be prorated for employees who are not contracted for or who do not work a full contract year.~~ 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 for employees not covered by a collective bargaining agreement: All regular full time and part time 12 month, supervisory and classified employees shall accrue paid vacation. Part time 12 month employees shall earn vacation which is prorated based on full time equivalency (fte). Administrators shall be eligible for vacation as specified in individual employment contracts and agreements.~~

**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:

~~All regular full and part time 12 month Administrators, Supervisory and Classified employees shall be eligible for the following paid holidays, which shall be prorated for part time employees based on full time equivalency:~~

**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

~~For individuals employed on a basis of less than 12 months, paid holidays are as follows, (provided that the holiday falls during an employee's effective period of employment):~~

**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:

- 1<sup>st</sup> full school year: 12 days
- 2<sup>nd</sup> full school year: 13 days
- 3<sup>rd</sup> full school year: 14 days
- 4<sup>th</sup> 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 or 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 ~~granted~~ **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.

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 collective bargaining agreement~~, 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, ~~not covered by a collective bargaining agreement~~, who have ~~had~~ insurance coverage provided by the District and are involuntarily reduced below 80 percent F.T.E. ~~through a reduction not related to seniority~~, will ~~continue~~ **retain District provided** insurance coverage ~~with no change in the employee's contributions.~~ **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: *Employee Health: Physical and Mental Health Examinations: Vaccines* Code No. *402.7*

### **New Employees**

Reports of physical examinations shall be required of all employees who will be working in job categories designated by the District to have physical examinations, including, but not limited to, custodial employees, food service employees, and transportation maintenance employees. Such examinations shall be required upon their initial employment with the District and/or at the time of their transfer into a position in a job category designated by the District to have physical examinations, certifying fitness to perform assigned duties with or without reasonable accommodation. The reports shall be required only after an offer of employment has been made. The examination shall be conducted by a medical professional selected by the District.

Bus drivers shall present reports of physical examinations by a certified medical examiner selected by the District evidencing fitness to perform duties as required by law. Such examinations shall be required upon initial employment and/or at the time of their transfer into the position, and every other year thereafter as required by law or more frequently as required by the District or Health Care Provider.

### **Additional Examinations**

An employee may be required to have additional examinations (physical and/or mental) when, in the judgment of the superintendent or designee, or the Board of Education, such examinations are **job related and consistent with business necessity. Such examinations shall be at the District's expense.** ~~relevant to the employee's performance or status.~~

### **Vaccines**

Employees identified as having reasonably anticipated occupational contact with blood or infectious materials in their work settings shall receive training and education on safety precautions and shall be provided the opportunity for a District-paid Hepatitis B vaccine. The employee shall sign a written waiver if he/she refuses the vaccine.

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 ~~personnel~~ **employees** as part of its comprehensive school improvement plan and in accordance with applicable law. ~~The District shall maintain a library and media materials collection that supports the District's professional development program.~~

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. 6– Approval of Substantial Completion of Aldrich Elementary Grading Package

Mr. Nefzger reviewed the substantial completion for the Aldrich Elementary grading package. The original contract sum was \$406,500 with an additional \$52,541 in design and other costs for a total budget of \$459,041. The final cost for the project was \$451,460, \$7,581 under budget. Director Hines moved and Director Hassman seconded the motion that the Cedar Falls Community School District Board of Education accepts, as complete, the 2017 Aldrich Elementary grading project. All claims for materials furnished, labor performed and/or services provided on this contract must be filed within the next 30 days. Directors voting in favor of the motion: Coil, Hassman, Hines, Kenyon, Lantz, and Leeper. Those voting "no" none. Motion carried.



Item No. 7 - Superintendent's Report

Dr. Pattee reviewed the following:

1. September 25, 2017 will be the organizational meeting of the school board
2. Update on start of school year
3. School Board election date is September 12, 2017
4. New student Board representative will begin making presenting to the Board on September 11, 2017

Item No. 8 – Questions, Comments and Concerns

Dr. Pattee stated that August is typically a slow month for board meetings.

Director Kenyon commented on the construction work taking place at Orchard Hill, North Cedar Elementary schools, and the Robinson Dresser baseball field. He felt that the baseball field was being constructed in an appropriate way for long term use of the ball field.

Item No. 9 – Adjournment

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

The meeting was adjourned at 5:49 p.m.

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Secretary

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President