

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: Joyce Coil, Eric Giddens, Jenny Leeper, Jeff Orvis, and Sasha Wohlpart. Others in attendance were: Dr. Andrew Pattee, Superintendent, Douglas Nefzger, Director of Business Affairs and Dr. Adrian Talbot, Director of Human Resources. Also present Kyle Knox and Jaclyn Feuss.

President Coil called the meeting to order and reported that we are here to focus on students and student achievement.

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

Director Giddens moved and Director Leeper seconded the motion to approve the following items.

1. The agenda of the July 17, 2018, Board of Education meeting
2. Approval of the June 11, 2018 Board of Education minutes.
3. Approval of the FY 18 end of the year accounts payable as presented for payment and reviewed by Director Giddens
4. Approval of Accounts Payable
5. Approval of Open Enrollment Requests
6. Approval Human Resource Report
7. Early Graduation request
8. Approval of Agreements:
 - SuccessLink
 - 28E Agreement with CUCCC
 - CUCCC Transportation Services

**Open Enrollment Report
July 17, 2018**

| | |
|----------------------------|------------------------------|
| Samuel Hackett | 10 th Grade |
| Current resident district: | Cedar Falls |
| District requested: | Waverly-Shell Rock |
| Effective date: | 2018-2019 |
| Mitchell Braden Dietz | 10 th Grade |
| Current resident district: | Waterloo |
| District requested: | Cedar Falls |
| Effective date: | 2018-2019 – C |
| Anthony James Feist | 9 th Grade |
| Current resident district: | Waterloo |
| District requested: | Cedar Falls |
| Effective date: | 2018-2019 – C |
| Avelyn Kay Ridenour | Kindergarten |
| Current resident district: | Hudson |
| District requested: | Cedar Falls |
| Effective date: | 2018-2019 |
| Jayden Anthony Smith | 9 th Grade |
| Current resident district: | Waterloo |
| District requested: | Cedar Falls |
| Effective date: | 2018-2019 – C |
| *Olivia Kathleen Burgess | 10 th Grade |
| Current resident district: | Cedar Falls |
| District requested: | CAM – IA Connections Academy |
| Effective date: | 2018-2019 |

*This will be denied

Human Resources Report
July 17, 2018
New Contracts - Recommended for Approval

Teacher:

| | | | | | |
|------------------|---------------|-------------------------|----------|--------------|------------|
| Alba L. Aguillon | Senior High | CAPS/Medical(.60 FTE) | MA45 (7) | SOSY 2018-19 | \$33,100** |
| Jessica Folkerts | Aldrich | First Grade | BA (3) | SOSY 2018-19 | \$41,068 |
| Stacy Huhn | Southdale | Second Grade | MA (6) | SOSY 2018-19 | \$49,730 |
| Shantel Kahrs | Peet | Social Studies | BA (3) | SOSY 2018-19 | \$41,068 |
| Chris Ortner | Senior High | Special Education | MA (15) | SOSY 2018-19 | \$61,959 |
| Emily Taylor | Cedar Heights | Fifth Grade | BA (4) | SOSY 2018-19 | \$42,342 |
| Coryn Van Beek | Cedar Heights | Special Education | BA (3) | SOSY 2018-19 | \$41,068 |
| Madison Walker | Senior High | Family Consumer Science | BA (3) | 01-11-2019 | \$20,102** |

Coach:

| | | | |
|----------------|-------------|------------------------------------|---------|
| Ashley Bargman | Peet | Head 8 th Gr Volleyball | \$2,718 |
| Jakob Elmquist | Senior High | Asst. Mens Cross Country | \$2,548 |
| Logan Mork | Holmes | Asst. JH Wrestling | \$2,038 |
| Chris Ortner | Senior High | Head Wrestling | \$7,134 |

**Employment with the Cedar Falls Community School District is contingent upon confirmation of medical examination, and acceptable verification of employment, licensure, reference, education, criminal background, child and adult abuse registry, drug test, release from current contract (if applicable), other pre-employment checks deemed necessary, and satisfactory completion of the pre-employment process.*

Resignations* - Recommended for Approval

**All resignations will be effective End of School Year (EOSY) 2017-18 unless otherwise noted.

Teacher:

| | | | |
|--------------------|---------------------|-------------------------|--------------|
| Claire Anderson | Senior High | Family Consumer Science | EOSY 2017-18 |
| Teresa Glaser | Lincoln/Aldrich/LOA | LOA/Kindergarten | EOSY 2017-18 |
| Zeb Nicholson | Senior High/Holmes | Mathematics/PLTW | EOSY 2017-18 |
| Natalie Patterson | Cedar Heights | Fifth Grade | EOSY 2017-18 |
| Lindsey Rothweiler | Southdale | Second Grade | EOSY 2017-18 |
| Megan Wolcott | Cedar Heights | Fifth Grade | EOSY 2017-18 |

Coach:

| | | | |
|------------------|-------------|---|--------------|
| Chris Wood Brian | Senior High | Assistant Mens Cross Country | EOSY 2017-18 |
| Suiter Stephanie | Senior High | 10 th Grade Girls Basketball | EOSY 2017-18 |
| Pickett | Peet | Head 8 th Grade Volleyball | EOSY 2017-18 |

*Pursuant to Iowa Code 279.19A, 8(b) termination of or resignation from a contract with a teacher constitutes an automatic termination of or resignation from an extracurricular contract in effect between the teacher and the Board.

****'EOSY':** End of School Year is the final day of teacher service, as determined by the official school calendar. In the event the school year is extended due to weather make up days, or other unanticipated causes, the Superintendent may, at his sole discretion, approve an employee request to terminate employment prior to the end of the school year if the request had been previously approved by the Board to take effect at the end of the school year.

Directors voting in favor of the motion: Coil, Giddens, Leeper, Orvis and Wohlpart. Those voting "no" none. Motion carried.

Annual Meeting:

Item No. 2 – Approval of Depository Banks and Maximum Deposit Resolutions

Mr. Nefzger recommended the following depository banks and maximum deposit resolutions for fiscal year 2019. Director Orvis moved and Director Wohlpert seconded the motion to approve the fiscal year 2019 Depository Banks and maximum deposit resolutions for the Cedar Falls Community School District as presented: Directors voting in favor of the motion Coil, Giddens, Leeper, Orvis and Wohlpert. Those voting “no” none. Motion carried.

| Banks | 2018-2019 | 2017-2018 |
|--|------------------|------------------|
| Bank Iowa | 20,000,000 | 20,000,000 |
| Collins Community Credit Union | 35,000,000 | 20,000,000 |
| Community National Bank | 20,000,000 | 20,000,000 |
| Dupaco Credit Union | 20,000,000 | 20,000,000 |
| Education Liquidity Fund/Miles Capital | 20,000,000 | 20,000,000 |
| Farmers State Bank | 35,000,000 | 35,000,000 |
| First National Bank of Cedar Falls | 20,000,000 | 20,000,000 |
| Iowa Schools Joint Investment Trust(ISJIT) | 20,000,000 | 20,000,000 |
| Lincoln Savings Bank | 30,000,000 | 30,000,000 |
| Regions Bank | 20,000,000 | 20,000,000 |
| US Bank Iowa, NA | 20,000,000 | 20,000,000 |
| Veridian Credit Union | 20,000,000 | 20,000,000 |
| Wells Fargo Iowa NA | 20,000,000 | 35,000,000 |

Item No. 3 – Approval of Appointment of School District Board Secretary

Director Wohlpert moved and Director Orvis seconded the motion to reappoint Mr. Douglas Nefzger as the District’s Board of Education Secretary for the 2018-2019 school year. Directors voting in favor of the motion: Coil, Giddens, Leeper, Orvis and Wohlpert. Those voting “no” none. Motion carried. President Coil then administered the oath of office to Mr. Nefzger. Mr. Nefzger answered in the affirmative.

Item No. 4 – Approval of Appointment of School Business Official

Director Leeper moved and Director Giddens seconded the motion that the Cedar Falls Community School District Board of Education approve the appointment of Mr. Douglas Nefzger as the authorized school business official for the Cedar Falls Community School District for the 2018-2019 school year. Directors voting in favor of the motion: Coil, Giddens, Leeper, Orvis, and Wohlpert. Those voting “no” none. Motion carried. President Coil thanked Mr. Nefzger for his willingness to serve in this capacity.

Regular Meeting:

Item No. 5 – Public Comment

None

Item No. 6 – Secretary’s Monthly Financial Reports

Mr. Nefzger reviewed the monthly balances for June 2018 for the general fund, schoolhouse, student activity and food service. President Coil reported that the report would be filed subject to audit.

Item No. 7 – Communications

Janelle Darst reported on the District newsletter:

- Construction update on Aldrich Elementary
- Aldrich parent/teacher organization meeting on July 19th and 31, 2018 at 6:30p.m
- Moving of the Southdale portable classroom to the high school
- 2018-2019 on-line registration
- First Day of school August 23, 2018

Item No. 8 – Facility Update

Mr. Nefzger introduced Mr. Brad Leeper from InVision Architecture. Mr. Leeper provided an update concerning a potential new high school. Partners for the planning include Story Construction and David Jakes Design. Mr. Leeper reviewed the process for exploring the possibility of a new high school, including a discovery phase, which consists of a survey of District staff and students. Insight week was held in late January where community leaders provided input with the intent of developing one goal towards what the community would seek in a new high school. Strategy and drivers were also discussed including a connectedness, community coalition, and diversity. It is anticipated that Mr. Leeper and the design team will be bringing more information to the Board in late August or September of 2018.

Item No. 9 – Approval of Substantial Completion of Robinson-Dresser Baseball Field Improvement

Mr. Nefzger reviewed the Robinson Dresser baseball field improvement project. The original total budget including design and materials was \$690,843 and the actual total spent was \$684,157. The project came in \$6,686 under budget. It is the recommendation of the Administration to accept the project as complete. Director Giddens moved and Director Orvis seconded the motion that the Cedar Falls Community School District Board of Education accepts as complete the Robinson Dresser baseball field improvements. All claims, 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, Giddens, Leeper, Orvis and Wohlpart. Those voting “no” none. Motion carried.

Item No. 10 – Approval of Substantial Completion of CFHS Track Re-surfacing

Mr. Nefzger reviewed the Cedar Falls High School track resurfacing project. The original total budget including design and materials was \$120,467 and the actual total spent was \$114,922. The project came in \$5,545 under budget. It is the recommendation of the Administration to accept the project as complete. Director Orvis moved and Director Wohlpart seconded the motion that the Cedar Falls Community School District Board of Education accepts as complete the High School track resurfacing project. All claims, 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, Giddens, Leeper, Orvis and Wohlpart. Those voting “no” none. Motion carried.

Item No. 11 – Approval of iPad Bid

It is the recommendation of the Instructional Technology Department to purchase 290 iPads for the District. iPads would be used to replace original Generation 1 iPads throughout the District and additional iPads for Aldrich Elementary. The iPads are a part of the 5 year District Technology plan. The total cost for the iPads is \$85,260 from Apple Inc. Director Leeper moved and Director Giddens seconded the motion that the Cedar Falls Community School District Board of Education approve the purchase of 290 iPads at a cost of \$85,260 from Apple Inc. Directors voting in favor of the motion Coil, Giddens, Leeper, Orvis and Wohlpart. Those voting “no” none. Motion carried.

Item No. 12 – Discussion of 2018-2019 Legislative Priorities

Dr. Pattee and the Board reviewed the proposed list of 2018 Legislative resolutions as developed by the Iowa Association of School Boards (IASB) for the upcoming 2019 Iowa Legislative session. Dr. Pattee discussed the list of Legislative priorities the Board approved in 2017. The Board discussed possible resolutions they would support for the 2018-2019 school year. A final recommendation will be made at the August 13, 2018 school board meeting.

Item No. 13 – Approval of Board Policies: First of Two Readings

Dr. Pattee reviewed the 600 and 700 Series board policies, as well as policies 402.2, 402.3, 602.21.1 and 904.1. A discussion was held on the physical education requirements and the need for students to have more flexibility in meeting these requirements. Director Wohlpart moved and Director Orvis seconded the motion to approve the first of two reading of 600 and 700 series board policies and policies 402.2, 402.3, 602.21.1 and 904.1 as recommended. Upon approval policies will be in effect as of July 1, 2018. Directors voting in favor of the motion: Coil, Giddens, Leeper, Orvis and Wohlpart. Those voting “no” none. Motion carried.

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. **This policy delineates vacations and holidays for employees not covered by a collective bargaining agreement.**

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. **If a provision within this policy is not addressed in a collective bargaining agreement, the provision of this policy shall also apply to employees within the collective bargaining unit.**

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)
- **Custodial and Maintenance**
- **Information Technology**
- **Transportation Mechanics**
- Administrators shall be eligible for vacations as specified in individual contracts

Exclusion: Elementary SAM's, school building clerical, paraeducators, **bus drivers**, 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 paid vacation. **Unpaid vacation days during the school year are the Friday following Thanksgiving Day and generally at least seven (7) day winter break and a spring break of five (5) consecutive days.**

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

Holiday pay eligibility:

To receive holiday pay an employee must be **both** in an active paid status on the work day immediately preceding a holiday and would otherwise be scheduled to work on the day on which the holiday falls ~~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.

Working on a holiday:

If an emergency situation requires an employee to work on a **district designated** 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.

Holidays which fall on a weekend:

If a holiday falls on a Saturday, the preceding day shall be the designated paid holiday. If a holiday falls on a Sunday, the subsequent day shall be the designated paid holiday.

Holidays which fall during a 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.

~~Holidays for employees not covered by a collective bargaining agreement:~~ Unless otherwise specified in a collective bargaining agreement, paid holidays for individuals newly hired or currently employed in a regular full or part time capacity on or after September 11, 2017 shall be as follows:

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

| | |
|---------------------------|---|
| July 4 | Two days at Christmas time Two-day Winter Holiday |
| 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) | One-day Winter Holiday |

3. Excluded employee groups are not eligible for paid holidays:

- Teachers
- Bus Drivers
- Temporary Employees

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. **This policy delineates leaves of absence for employees not covered by a collective bargaining agreement.**

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. **If a specific leave provision within this policy is not addressed in a collective bargaining agreement, the provision of this policy shall also apply to employees within the collective bargaining unit.**

~~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

All regular full and part time employees, except teachers, 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 13 days
- 2nd full school year: 13 15 days
- 3rd full school year: Thereafter: 14 18 days
- 4th full school year: 15 days
- Thereafter: 18 days

Teachers shall be granted 20 days of leave for personal illness, injury or associated treatment per service year. Temporary employees shall not be granted paid sick leave.

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. **Any individual employed on the basis of less than five days per week shall be granted a pro rate amount of sick leave.**

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 Extended Family or Close Friend: Illness, Injury or Death

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 **illness, injury or 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~~ **illness or injury** 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.

Death of a Student or Employee

In the event of death of a student or employee of the Cedar Falls Community School District, the principal of the ~~appropriate building or supervisor of the effected department~~ may, **after consultation with Director of Human Resources**, grant to an appropriate number of **designated** employees sufficient time to attend the funeral **as representatives of the District; such time shall not be debited from employee leave balances. Other colleagues who wish to attend the funeral shall request applicable leave.**

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 **(except para educators and transportation employees)** in one hour, one-half day, **or full day increments.** ~~one day, or two day allotments. Para educators and transportation employees may take personal leave in one-half day or full day increments.~~ 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, **or submitting a false or misleading explanation for the leave** 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.

C. 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;
- 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.
- 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.
 - 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.
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.”
- 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.
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:
 - 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 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.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 · Revised February 2013

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).

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
- _____ 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
- _____ 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.

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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: ***Building and Site Naming Rights*** Code No. ***904.1***

Purpose

The purpose of this policy is to establish the criteria and procedures for granting naming rights in relation to school district facilities, including buildings and grounds. This policy does not include scholarships or research grants.

General Statement of Policy

Cedar Falls Community School District recognizes two circumstances in which the school district may grant naming rights: Naming rights in consideration and naming rights in recognition. In each circumstance, the school district enters into a written agreement about the nature of the naming right. The provisions of this policy govern any agreement.

Definitions

- A. "Facilities" are district-owned buildings and properties, including outdoor fields, streets and areas.
- B. "Naming rights in consideration" is recognition for financial contributions, sponsorship or other commercial transactions.
- C. "Naming rights in recognition" is recognition of a significant contribution to the school district that the district wishes to honor.

Naming Rights in Consideration

The school district may grant naming rights in consideration to recognize contributions made to the district. The contribution may be a financial contribution, sponsorship or the provision of equipment, materials, land or services. These contributions are at the discretion of the school district.

Naming Rights in Recognition

- A. The school district may grant naming rights in recognition to recognize contributions to the district that were not contributed to the district for the purpose of receiving naming rights. Naming rights for these contributions are at the discretion of the school district.
- B. One of the following criteria must be met for granting naming rights in recognition:
 - a. Recognition of outstanding service to the school district while serving in an academic or administrative capacity or outstanding service to the Cedar Falls community; or
 - b. Recognition of the achievements of distinguished alumni; or
 - c. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.), such being voluntary and not rendered in consideration of granting of naming rights.

Granting Naming Rights

- A. In granting naming rights, either "in consideration" or "in recognition," due regard should be taken of the need to maintain an appropriate balance between commercial considerations and the role which names of buildings and spaces contribute to the school district's sense of identity as well as their role in assisting staff, students and visitors to orient themselves within a campus.
- B. The granting of naming rights must always be consistent with the school district's mission and vision. The long-term effects of the naming rights must be considered. The school affected by the naming right to be granted will be consulted before any decision is made.
- C. Each granting of naming rights is bound by a written agreement defined by this policy and all other applicable board policies.
 - 1. Areas for Which Naming Rights May Be Awarded:
 - Auditoriums/Theaters
 - Gymnasiums

- Libraries
 - Gardens/Walks
 - Athletic Fields/Facilities
 - Concessions/Locker Rooms
 - Academic Department Wing (ie: Science Wing, Math Wing, etc)
 - Cafeteria/Kitchen
 - Media Center/Library
 - Other areas deemed appropriate by the Superintendent
2. **Informed Consent**
The school district shall not grant a naming right without the informed consent of the named party and/or their immediate family.
 3. **Monetary Valuation of Naming Rights**
Monetary valuations may be assigned to proposed naming rights on a case-by-case basis to aid with making decisions about granting naming rights.
 4. **Guidelines**
The superintendent will decide the monetary valuation of each naming right after receiving a recommendation from the director of business services who may take advice from such persons or other professionals, as needed. Each case should take into account market comparisons for naming rights for which professional advice may be sought. For Department Wing a minimum valuation will be \$250,000 and for larger public spaces a minimum of \$750,000 will be required.
 5. **Duration of Naming Rights**
The duration of naming rights is decided or negotiated on a case-by-case basis.
 6. **Physical Display of Naming Rights**
 - a. Whether there is a physical display of the naming rights is decided or negotiated on a case-by-case basis. In the case of buildings, the physical display of the naming rights will take into account the identification of the school district and opportunities offered by that building for the district.
 - b. When "naming rights in recognition" is awarded, plaques may, with the approval of the superintendent, be installed in buildings.
 7. **Transferability**
"Naming rights in consideration" may be transferred by mutual agreement between all parties. "Naming rights in recognition" may not be transferred.
 8. **Renewability**
Naming rights may be renewed by mutual agreement between all parties.
 9. **Limit of Naming Rights**
 - a. **On the Part of the District:**
The school district's right to use the name and other brand elements of the named party is permitted by express agreement with the named party.
 - b. **On the Part of the Named Party:**
The named party, after whom a building or part of a building is named, has no decision-making rights as to the purpose of the building or part of the building unless specifically provided for in the written agreement between the parties. The school district will not agree to any condition in an agreement that could unnecessarily limit progress toward the district's mission and purpose, statutory obligations, or the local authority of the school board. In turn, the named party has no liability in respect of that building or part of a building unless provided for in a specific contract between the parties. Any such limits must be included in any naming rights' agreement.

10. Termination of Naming Rights

In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following conditions:

a. Termination by the District:

The school district reserves the right, at its sole discretion, to terminate the naming rights without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the district being brought into disrepute.

b. Termination by the Named Party

The named party may, without refund of consideration, at its sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date, in the event that the school district directly brings the named party into disrepute.

Policy Title: *School Term* Code No. *601.1*

The school district's academic calendar shall accommodate the educational program of the school district. The calendar shall include, but not be limited to, the days for student instruction, professional development, summer school, and parent / teacher conferences.

The school academic year for students shall be for a minimum of 180 days or 1,080 hours in the school calendar. The school academic year for students may begin each year as outlined in Iowa Code. School district personnel may be required to report to work at the school district prior to this date.

Special education students may attend school on a school calendar different from that of the regular education program consistent with their Individualized Education Program.

The Board of Education, in its discretion, may excuse graduating seniors from up to five days, or 30 hours of instruction after the school district requirements for graduation have been met. The Board of Education may also excuse graduating seniors from making up days missed due to inclement weather if the student has met the school district's graduation requirements.

The superintendent or designee shall develop annually the school calendar for recommendation, approval, and adoption by the Board of Education.

The Board of Education may amend the official school calendar when the board considers the change to be in the best interests of the school district's education program.

Policy Title: *Basic Instructional Program* Code No. *602.1*

The basic instructional program will be approved by the Board of Education and will include all required grade level courses. The instructional approach will be gender fair and multicultural.

The basic instructional program for students enrolled in pre-kindergarten is designed to help children work and play with others, to express themselves, to learn to use and manage their bodies, and to extend their interests and understanding of the world around them. The pre-kindergarten program shall relate the role of the family to the child's developing sense of self and perception of others. Planning and carrying out pre-kindergarten activities designed to encourage co-operative efforts between home and school shall focus on community resources.

The basic instructional program for students enrolled in kindergarten is designed to develop healthy emotional and social habits, language arts and communication skills, the capacity to complete individual tasks, character education and the ability to protect and increase physical well-being with attention given to experiences relating to the development of life skills and human growth and development.

The basic instruction program of students enrolled in grades one through six will include English-language arts, social studies, mathematics, science, health, human growth and development, physical education, traffic safety, music, and visual art.

The basic instruction program of students enrolled in grades seven and eight will include English-language arts, social studies, mathematics, science, health, human growth and development, family and consumer science, career, technology education, physical education, music, and visual art.

The basic instruction program of students enrolled in grades nine through twelve will include English-language arts, social studies, mathematics, science, health, physical education, fine arts, foreign language, and career and technical education.

The board may, in its discretion, offer additional courses in the education program.

Each instructional program will be carefully planned for the optimal benefit taking into consideration the financial condition of the school district and other factors deemed relevant by the board or the superintendent. Each instructional program's plan should describe the program, its goals, the effective materials, the activities and the method for student evaluation.

It will be the responsibility of the superintendent to develop administrative regulations stating the required courses and optional courses for kindergarten through twelfth grade.

Policy Title: ***Teaching Controversial Issues*** Code No. 602.2

The board believes students should have an opportunity to reach their own decisions and beliefs about conflicting points of view. Academic freedom is the opportunity of licensed employees and students to study, investigate, present, interpret, and discuss facts and ideas relevant to the subject matter of the classroom and appropriate to and in good taste with the maturity and intellectual and emotional capacities of the students.

It is the responsibility of the teacher to refrain from advocating partisan causes, sectarian religious views, or biased positions in the classroom or through teaching methods. Teachers are free to express personal opinions as long as students are aware it is a personal opinion and students are allowed to reach their own conclusions independently.

It is the responsibility of the principal to ensure academic freedom is allowed but not abused in the classroom.

Policy Title: ***Multicultural & Gender Fair Equity Education Opportunity*** Code No. 602.3

Students will have an equal opportunity for a quality education without discrimination, regardless of their race, religion, creed, socioeconomic status, color, sex, marital status, national origin, sexual orientation, gender identity or disability.

The educational program is free of discrimination and provides equal opportunity for the students. Multicultural (MC) approaches to the educational program are defined as those which foster knowledge of, and respect and appreciation for, the historical and contemporary contributions of diverse cultural groups, including race, color, national origin, sex, disability, religion, creed and socioeconomic background. Educational programs are to consider the contributions and perspectives of Asian Americans, African Americans, Hispanic Americans, American Indians, European Americans, and persons with disabilities.

Inquiries regarding compliance with equal education opportunity shall be directed to the Equity Coordinator by writing to the James L. Robinson Administrative Center, 1002 West First Street, Cedar Falls, IA or telephoning at 319.553.3000.

Policy Title: ***Curriculum Area Structure*** Code No. 602.5

The purpose of the PK-12 curriculum articulation process is to provide a broad-based curriculum development structure that will promote a smoothly flowing and efficiently operating instructional program.

Curriculum development will occur when there is opportunity for involvement of the professional staff at the building level and when there is effective leadership in each area.

It is the policy of the Cedar Falls Community Schools to have the professional staff involved in the establishment of content standards and benchmarks.

Staff members in each curriculum area will be involved in curriculum development and revision through the existing structure.

The building curriculum chairperson will meet on a regular basis with the members of the curriculum department within the building. The committee members, through the curriculum chairperson, will provide suggestions for curriculum improvement for district-wide study.

The building curriculum chairperson will meet on a regular basis with the building principal. The building curriculum chairperson will provide the building principal with suggestions for curriculum improvement on a building level basis.

An administrative coordinator will be assigned to a curriculum department(s). They will serve those assignments on a rotating basis, meeting with the building chairpersons of the assigned department as deemed necessary. Meeting agendas will be developed from items submitted to the administrative coordinator. The building chairpersons will select a meeting leader from their group.

Secondary building curriculum chairpersons will meet on a regular basis with the director of secondary education. These meetings may be single discipline or multidisciplinary in nature.

Policy Title: *Special Education Programs* Code No. *602.7*

The Cedar Falls Community Schools will provide programs and services to meet the educational needs of all students. The board recognizes that some students have different educational needs than other students. The board shall provide a free, appropriate public education program and related services to students identified in need of special education. The special education services will be provided from birth until the appropriate education is completed, age 21 or to maximum age allowable in accordance with the law. Students requiring special education shall attend general education classes, participate in nonacademic and extracurricular services and activities, and receive services in a general education setting to the maximum extent appropriate to the needs of each individual student. The appropriate education for each student shall be written in the student's Individualized Education Plan (IEP).

Special education students are required to meet the requirements stated in board policy or in their IEP's for graduation. It is the responsibility of the superintendent and the area education agency director of special education to provide or make provisions for appropriate special education and related services.

Children from birth through age 2 and children age 3 through age 5 are provided comprehensive special education services within the public education system. The school district will work in conjunction with the area education agency to provide services, at the earliest appropriate time, to children with disabilities from birth through age 2. This shall be done to ensure a smooth transition of children entitled to early childhood special education services.

Policy Title: *Talented and Gifted Program* Code No. *602.8*

The board recognizes some students require qualitative differentiated programming beyond the regular education program. The board shall identify students with special abilities and provide educational programming.

It shall be the responsibility of the superintendent or designee to develop a talented and gifted program.

It shall also be the responsibility of the superintendent or designee to develop administrative regulations for identifying students, for program evaluation, and for training of school district personnel.

Policy Title: *Career Education* Code No. *602.9*

Preparing students for careers is one goal of the education program. Career education shall be infused into the education program for grades kindergarten through twelve. This education shall include, but not be limited to, awareness of self in relation to others and the needs of society, exploration of employment opportunities, experiences in personal decision-making, and experiences of integrating work values and work skills into their lives.

It shall be the responsibility of the superintendent or designee to assist certified personnel in finding ways to provide career education in most courses. Special attention should be given to courses of vocational education nature. The board, in its review of the curriculum, shall review the means in which career education is combined with other instructional programs.

Policy Title: *Responsibilities for Co-Curricular Activities* **Code No. 602.10**

The primary purpose of co-curricular activities is the enrichment of the regular curriculum. However, there are secondary functions such as the building of school spirit and school morale, the social integration of the student body, and the financing of various student body organizations. Co-curricular activities also offer opportunities for wider participation in democratic citizenship, stimulates cooperation and provides for the development of individual interest and abilities. Co-curricular activities are an integral part of the school experiences of the student and should receive the same thoughtful planning and supervision given to classroom activities.

The principal and/or Activities Director is responsible for all co-curricular activities that take place in the name of, or under the auspices, of the school.

Policy Title: *Curriculum Development* **Code No. 602.11**

Curriculum development is an ongoing process consisting of both research and design.

- Research is the inquiry and investigation of content areas for the purpose of revising and improving curriculum and instruction. This study is conducted both internally (what and how we are currently doing at the local level) and externally (what national standards, professional organizations, recognized experts, and current research tell us relative to the content area).
- Design is the deliberate process of planning and selecting the standards and instructional strategies that will improve the learning experiences for all students.

A systematic approach to curriculum development (careful research, design, and articulation of the curriculum) serves the following purposes:

- Focusing attention on the content standards of each discipline and ensuring that the identified learnings are challenging and represent the most important learnings for our students;
- Increasing the probability that students will acquire the desired knowledge, skills and dispositions;
- Facilitating communication and coordination;
- Improving classroom instruction.

The superintendent or designee shall be responsible for curriculum development and for determining the most effective method of conducting research and design activities. A curriculum framework will, at a minimum, describe the processes and procedures for the following curriculum development activities to:

- Study the latest thinking, trends, research, and expert advice regarding the content/discipline;
- Study the current status of the content/discipline (what and how well students are currently learning);
- Identify content standards, essential skills and concepts, and grade level expectations for the content/discipline;
- Describe the desired learning behaviors, teaching, and learning environment related to the content/discipline;
- Identify differences in the desired and present program and develop a plan for addressing the differences;
- Communicate with internal and external publics regarding the content area;
- Verify integration of local, state, and/or federal mandates;
- Verify how the standards and essential skills and concepts of the content/discipline support each of the broader student learning goals and provide PK-12 continuum that builds on the prior learning of each level; and
- Determine how the curriculum standard will be assessed.

It shall be the responsibility of the superintendent or designee to keep the board apprised of necessary curriculum revisions, progress of each content area related to curriculum development activities, and to develop administrative regulations for curriculum development including recommendations to the board.

Policy Title: *Religion Based Exclusion from School Program* **Code No. 602.12**

Parents who wish to have their child excluded from a school program because of religious beliefs must inform the superintendent. The board authorizes the administration to allow the exclusion if it is not disruptive to the educational process and it does not infringe on a compelling state or educational interest. Further, the exclusion must not interfere with other school district operations. Students who are allowed to be excluded from a program or activity which violates their religious beliefs are required to do an alternate supervised activity or study. The superintendent or designee shall determine alternate activity or study for the student.

In notifying the superintendent or designee, the parents shall abide by the following:

- * the notice shall be in writing;
- * the objection shall be based on religious beliefs;
- * the objection shall state which activities or studies violate their religious beliefs;
- * the objection will state why these activities or studies violate their religious beliefs;
- * the objection shall state a proposed alternate activity or study.

The superintendent or designee shall have discretion to make this determination. The factors considered when a student requests to be excluded from a program or activity because of religious beliefs include, but are not limited to:

- * availability of staff to supervise a student who wishes to be excluded;
- * availability of alternative course of study or activity;
- * the number of students who wish to be excluded;
- * concern that allowing the exclusion places the school in the position of supporting a particular religion,
- * whether the program or activity is required for promotion to the next grade level or for graduation.

Policy Title: *Religion in the Schools* Code No. *602.13*

The Board of Education is committed to the principle of separation of church and state, and in the established constitutional right of freedom of worship and of conscience. Education includes awareness of the vital part played by religion in the shaping of our history and culture.

Policy Title: *Health Education* Code No. *602.15*

Students will receive, as part of their health education, instruction including, but not limited to:

- personal health,
- food and nutrition,
- environmental health,
- safety and survival skills,
- consumer health,
- family life,
- human growth and development,
- substance abuse, and non-use, including the effects of alcohol, tobacco, drugs and poisons on the human body,
- human sexuality,
- self-esteem,
- stress management,
- interpersonal relationships,
- emotional and social health,
- health resources,
- prevention and control of disease, and
- communicable diseases, including acquired immune deficiency syndrome.

The purpose of the health education program is to help each student protect, improve and maintain physical, emotional and social well-being.

While the areas stated above shall be included in health education, the instruction shall be adapted at each grade level to aid understanding by the students. Beginning no later than in grade seven, characteristics of communicable disease shall include information about sexually transmitted disease.

Parents who object to health education instruction in human growth and development may file a written request that the pupil be excused from the instruction. The written request shall include a proposed alternate activity or study acceptable to the superintendent or designee. The superintendent or designee shall have the final authority to determine the alternate activity or study.

Policy Title: *Physical Education* Code No. *602.16*

Students in grades kindergarten through twelve shall be required to participate in physical education courses unless they are excused by the principal /designee of their attendance center.

Students in grades K-12 may be excused from physical education as a result of the following:

- Medical Exemption: A written statement from a physician stating that such activities could be injurious to the health of the student.
- Religious Exemption: A written statement from the parent that the course conflicts with the student's religious beliefs.

Students in grades 11-12 may be excused from physical education as a result of the following:

- Athletic Exemption: The student may be exempted from physical education during the semester in which he/she is involved in an approved activity. An application for exemption with parent signature must be submitted. If the student fails to complete the entire activity season in good standing, he/she will be required to enroll in physical education.
- Academic Exemptions:
 - 11th Grade Students: May be exempted from physical education for one (1) semester if the student is enrolled in a full schedule (7 academic courses) during both semesters in an academic year.
 - 12th Grade Students: May be exempted from physical education each semester in which the student is enrolled in a full schedule of academic courses. In addition, 12th grade students may be exempted from physical education if they are enrolled in a Cooperative Education program, Cadet Teaching, or a Senior Year Plus course offered only on the campus of a college or university.

Policy Title: *Global Education* Code No. *602.18*

Global education is the lifelong growth in understanding, through study and participation, of the world community and the interdependency of its people and systems — social, cultural, racial, economic, linguistic, technological, and ecological. Global education will be incorporated into the education program so students will have the opportunity to acquire a perspective on world issues, problems, and prospects for an awareness of the relationship between an individual's self-interest and the concerns of people elsewhere in the world.

Policy Title: *Program for Students At-Risk* Code No. *602.19*

The Cedar Falls Community School District recognizes that some students require additional assistance in order to graduate from the regular education program. The Board will provide a plan to encourage and provide an opportunity for at-risk students to achieve their high school diplomas.

It is the responsibility of the superintendent or designee to develop a plan for at-risk students which will include the following components:

- strategies for identifying at-risk students;
- objectives and strategies for providing services to at-risk students;
- in-service training for all school personnel;
- strategies and activities for involving and working with parents;
- provisions for monitoring the behavioral, social and academic improvements of at-risk students;
- provisions for appropriate counseling services;
- strategies for coordinating school programs and community-based support services; and
- maintain integrated education (environments in compliance with federal and state nondiscrimination legislation).

Policy Title: *School District Instructional Organization* Code No. *602.20*

The Cedar Falls Community School District offers an educational program for grades pre-kindergarten through 12. The instructional program is organized by the following levels:

Voluntary pre-kindergarten program will be offered in the Cedar Falls Community School District, Cedar Falls, Iowa.
Grades pre-kindergarten through sixth shall attend an elementary school in the Cedar Falls Community School District, Cedar Falls, Iowa.
Grades seven through nine shall attend a junior high school in the Cedar Falls Community School District, Cedar Falls, Iowa.

Grades 10 through 12 shall attend the senior high school in the Cedar Falls Community School District, Cedar Falls, Iowa.

Policy Title: *Instruction at a Postsecondary Educational Institution* Code No. *602.21*

The following factors shall be considered in the board's determination of whether a student will receive academic or career-technical credit toward the graduation requirements in Policy #605.1 for a course at a postsecondary educational institution:

- ~~* the course is taken from a public or accredited private postsecondary educational institution;~~
- ~~* a comparable course is not offered in the school district (a comparable course is one in which the subject matter or the purposes and objectives of the course are similar, in the judgment of the board, to a course offered in the school district.);~~
- ~~* the course is in the discipline areas of mathematics, science, social sciences, humanities, vocational technical education, or a course offered in the community college career options program;~~
- ~~* the course is a credit bearing course that leads to a degree;~~
- ~~* the course is not religious or sectarian in nature; and~~
- ~~* the course meets any other requirements set by the Board.~~

~~Students in grades eleven and twelve who take courses, other than courses taken under an agreement between the school district and the postsecondary educational institution, shall be responsible for transportation without reimbursement to and from the location where the course is being offered.~~

~~Ninth and tenth grade talented and gifted students and all students in grades eleven and twelve will be reimbursed for tuition and other costs directly related to the course up to \$250. Students who take courses during the summer months when school is not in session shall be responsible for the costs of attendance for the courses.~~

~~Students who fail the course and fail to receive credit shall reimburse the school district for all costs directly related to the course. Prior to registering for the course, students under age eighteen shall have a parent sign a form indicating that the parent is responsible for the costs of the course should the student fail the course and fail to receive credit for the course. Students who fail the course and fail to receive credit for the course for reasons beyond their control, including, but not limited to, the student's incapacity, death in the family or a move to another district, may not be responsible for the costs of the course. The school board may waive reimbursement of costs to the school district for the previously listed reasons. Students dissatisfied with a school board's decision shall appeal to the AEA 267 for a waiver of reimbursement.~~

~~Students and parents will annually be notified of the opportunity to take courses at postsecondary educational institutions in accordance with this policy. Forms and procedures are available in the counselor's office at Cedar Falls High School.~~

In accordance with this policy, students in grades nine through twelve may receive academic or career and technical education credits that count toward the graduation requirements set out by the Board for courses successfully completed in post-secondary educational institutions. Students and parents or guardians shall be made aware of the post-secondary instructional opportunities as part of the development of each student's individual career and academic plan as required by law. The Superintendent or designee is responsible for developing the appropriate forms and procedures for implementing this policy and the following post-secondary educational opportunities:

Concurrent Enrollment

The Board may, in its discretion, enter into a contractual agreement with a community college to provide courses for eligible students in grades nine through twelve when comparable courses are not offered by the school district. Notice of the availability of the concurrent enrollment program shall be included in the school district's registration handbook, and the handbook shall identify which courses, if successfully completed, generate post-secondary credit. Students shall not be charged tuition for concurrent enrollment courses and shall not be required to reimburse the school district for tuition if they do not successfully complete a course. Students or their parents or guardians may be required to pay a fee consistent with the school district's established textbook policy and other materials for the concurrent enrollment course to the extent permitted by law. Students or their parents or guardians may also be required to provide their own transportation to and from concurrent enrollment courses to the extent permitted by law. However, transportation shall be the responsibility of the school district for any contracted course that is used to meet school district accreditation requirements.

Students who successfully complete a concurrent enrollment course, as determined by the postsecondary institution, shall receive postsecondary credit in accordance with the institution's policies and high school credit that will be reflected on their high school transcript. The Superintendent or designee is responsible for determining the number of high school credits that shall be granted to a student who successfully completes a concurrent enrollment course

Post-Secondary Enrollment Option

Ninth and tenth grade students who have been identified by the school district as gifted and talented, and eligible eleventh and twelfth grade students, may utilize the Post-Secondary Enrollment Option ("PSEO") program. To qualify, a course must be a nonsectarian, credit-bearing course that leads to a degree, and in the areas of: mathematics, science, social sciences, humanities, career and technical education. A course is not eligible for PSEO if a comparable course is offered by the school district. This would include courses at a community college with which the district has a concurrent enrollment agreement. Students shall not be charged for tuition, textbooks, materials, or fees related to a PSEO course with the exception of equipment that becomes the property of the student.

The school district shall reimburse the post-secondary institution for tuition and other expenses for each PSEO course up to \$250. Students who successfully complete a PSEO course, as determined by the postsecondary institution, shall receive postsecondary credit and high school credit. The Superintendent or designee is responsible for determining the number of high school credits that shall be granted to a student who successfully completes a PSEO course. Students may not enroll on a full-time basis to any post-secondary institution through the PSEO program.

Transportation to and from the postsecondary institution is the responsibility of the student or parent or legal guardian of the student enrolled in a PSEO course. Eligible students may take up to seven hours of post-secondary credit during the summer months and receive high school credit upon successful completion of a post-secondary course. However, the student or student's parent or legal guardian is responsible for all costs associated with courses taken during the summer.

Students who fail a PSEO course and fail to receive credit are required to reimburse the school district for all costs directly related to the course up to the \$250.00 reimbursement maximum. Prior to registering, students under the age of eighteen are required to have a parent or guardian sign a form indicating that the parent is responsible for the costs of the course should the student fail the course and fail to receive credit. Reimbursement waivers may be granted by the Board if sufficient verification is proved to show that the student was unable to complete the course for reasons outside the student's control, including but not limited to physical incapacity, a death in the student's immediate family, or a move out of the school district.

Policy Title: Concurrent Enrollment Textbook **Code No.** 602.21.1

Concurrent Enrollment is provided through a joint education service agreement between Hawkeye Community College and the Cedar Falls Community School District (Chapter 28E of the Iowa Code).

For concurrent enrolled students, textbooks must be provided to students in the same manner as districts provide books for other courses pursuant to Iowa Code Chapter 301 (Senior Year Plus Guide, SYP 2016).

Districts are permitted to set textbook policies that distinguish between sites and delivery methods. The textbook policy must apply to both the public and nonpublic students.

- * The Cedar Falls Community School District (CFCSD) covers the cost of textbooks for students taking concurrent courses taught by Cedar Falls School's staff at Cedar Falls Community School District locations.
- * A student who chooses alternative delivery formats or site, purchase their own textbooks.

Policy Title: Private Instruction **Code No.** 602.22

The school district recognizes that families with students of compulsory attendance age may select alternative forms of education outside the traditional school setting, including private instruction. The applicable legal requirements for private instruction, including, but not limited to those relating to reporting and evaluations for progress, shall be followed.

Except as otherwise exempted, in the event a child of compulsory attendance age as defined by law does not attend public school or an accredited nonpublic school, the child must receive private instruction. Private instruction means instruction using a plan and a course of study in a setting other than a public or organized accredited nonpublic school.

Private instruction can take the form of competent private instruction and independent private instruction. The Iowa Department of Education recognizes three options for delivery of this form of instruction: two options for delivery of competent private instruction and one option for independent private instruction.

Competent private instruction means private instruction provided on a daily basis for at least 148 days during a school year, to be met by attendance for at least 37 days each quarter, which results in the student making adequate progress. Competent private instruction is provided by or under the supervision of a licensed practitioner or by other individuals identified by law.

Independent private instruction means instruction that meets the following criteria:

- I. is not accredited,
- II. enrolls not more than four unrelated students,
- III. does not charge tuition, fees, or other remuneration for instruction,
- IV. provides private or religious-based instruction as its primary purpose,
- V. provides enrolled students with instruction in mathematics, reading and language arts, science, and social studies,
- VI. provides, upon written request from the superintendent of schools, or designee, in which the independent private instruction is provided, or from the director of the department of education, a report identifying the primary instructor, location, name of the authority responsible for the independent private instruction, and the names of the students enrolled,
- VII. is not a nonpublic school and does not provide competent private instruction as defined herein, and
- VIII. is exempt from all state statutes and administrative rules applicable to a school, a school board, or a school district, except as otherwise provided by law.

It is the responsibility of the superintendent or designee to develop administrative regulations regarding this policy.

Policy Title: *Dual Enrollment* Code No. *602.23*

The parent, guardian, or custodian of a student receiving competent private instruction may also enroll the student in the school district in accordance with state law and policy. The student is considered under dual enrollment. The parent, guardian, or custodian requesting dual enrollment for the student should notify the board secretary no later than September 15 of the school year in which dual enrollment is sought on forms provided by the school district. On the form, they will indicate the extracurricular and academic activities in which the student is interested in participating. The forms are available at the central administration office.

A dual enrollment student is eligible to participate in the school district's extracurricular and academic activities in the same manner as other students enrolled in the school district. The policies and administrative rules of the school district will apply to the dual enrollment students in the same manner as the other students enrolled in the school district. These policies and administrative rules will include, but not be limited to, athletic eligibility requirements, the good conduct rule, academic eligibility requirements, and payment of applicable fees.

A dual enrollment student whose parent, guardian, or custodian has chosen standardized testing as the form of the student's annual assessment will not be responsible for the cost of the test or the administration of the test.

After the student notifies the school district which activities in which they wish to participate, the school district will provide information regarding the specific program.

The applicable legal documents for dual enrollment including, but not limited to those related to reporting and eligibility, shall be followed. It is the responsibility of the superintendent or designee to develop administrative regulations regarding this policy.

Policy Title: *School Library* Code No. *602.24*

The school district will maintain a school library in each building for use by employees and by students during the school day.

Materials for the libraries will be acquired according to board policy, "Instructional Materials Selection."

It is the responsibility of the principal of the building in which the school library is located to oversee the use of materials in the library.

It is the responsibility of the superintendent or designee to develop procedures for the selection and replacement of both library and instructional materials, for the acceptance of gifts, for the maintaining of library and instructional materials, and for the handling of challenges to either library or classroom materials.

Policy Title: *Class Size — Class Grouping* Code No. *603.1*

It shall be within the sole discretion of the Board to determine the size of classes and to determine whether class grouping shall take place. The Board shall review the class sizes periodically.

It shall be the responsibility of the superintendent or designee to make a recommendation to the Board on class size based upon the budget of the school district, the qualifications of and number of certificated personnel, and other factors deemed relevant to the Board.

Policy Title: *Field Trips* Code No. *603.2*

Principals are responsible for approval of all field trips. Central office approval must be obtained for any trip requiring transportation. Out of state field trips or those requiring procedures different from normal field trip operations must be approved by the appropriate director and the superintendent.

While on field trips, all student groups shall be under the direction and supervision of the teacher / staff member.

Transportation for all school-sponsored trips must be by school bus, licensed carrier, or other authorized means. Trips involving parent-provided transportation or other form of non-school transportation-requires Central Office approval.

I. *Procedures for Planning Field Trips*

- A. Teachers shall first consult with the principal when planning field trips. They should discuss the time and place of the trip, the method of transportation, and any possible combination with other classes for the field trip.
- B. Personnel at the field trip destination should then be contacted and any necessary arrangements made. In some instances, it may be necessary for the teacher or principal to visit the site of the field trip.

II. *Regulations for Use of School Buses*

- A. Buses are ordinarily available on school days between 9:00 A.M. and 2:30 P.M. Weekend and evening services are normally provided at the time requested.
- B. Capacity for each bus (based on three persons per seat) is displayed on the side of the bus. At no time are more persons than capacity allowed in a bus.
- C. Trips for student body groups to interscholastic competitions (pep buses) require a fee charged to the students to help defray costs.
- D. While the bus driver may assist in emergencies, he or she is not to be considered as a supervisor for field trips or activity trips. The primary function of the driver is the safe and efficient operation of the bus. Those requesting and approving the field trip or activity trip are responsible for providing such approved adult supervision.

- E. It may be necessary to make arrangements in advance of stops for food. The field trip supervisor is responsible for making any necessary arrangements with personnel at the site of the stop.
- F. If equipment is to be transported in the bus, the teacher/sponsor must be there to supervise loading and securing of such equipment. There can be no blockage of the aisle or any other safety hazard.
- G. Specific rules for riding the school buses include:
 - 1. Emergency doors are not to be used for routine loading/unloading.
 - 2. Food and beverage containers (except glass) may be taken onto the bus, provided care is taken to keep materials picked up.
 - 3. Materials are not to be thrown, either within the bus or out of a bus window.
 - 4. Passengers must maintain quiet at railroad crossings in order that the driver may observe required safety precautions.
 - 5. Passengers must be seated at all times when the bus is moving.
 - 6. Hands, arms and heads are not to be extended through open bus windows.
 - 7. Excessive or unusual shouting or inappropriate language will not be tolerated.
 - 8. Spiked shoes cannot be worn while on the bus.
 - 9. Possession and use of tobacco products is never permitted on the bus.

Policy Title: *Selection of Learning Resources* Code No. **603.3**

Statement of Policy

Learning resources are selected by the school district to support its educational goals and objectives and to implement, enrich, and support the instructional program. Resources must serve the breadth and depth of the curriculum and provide for the needs and interests of individual students. It is the obligation of the district to provide intellectual and physical access to materials that cover a wide range of abilities and many differing points of view. To this end, principles of intellectual freedom must be placed above personal opinion, and reason above prejudice, in the selection of resources.

The Board of Education shall delegate to the superintendent the authority and responsibility for the selection of all learning resources. The superintendent delegates responsibility for actual selection to the appropriately trained personnel who shall discharge this obligation consistent with the Board's selection criteria and procedures. The selection process shall involve representatives of the professional staff directly affected by the selections and/or the professional library media staff.

The Board also allows for systematic review of existing resources and permits the reappraisal of allegedly inappropriate resources through the established process.

The learning resources covered by this policy include both print and nonprint items selected for library media centers, classrooms, learning centers, and laboratories. Included are textbooks, gift materials, resources retrieved or viewed electronically, materials borrowed from other agencies, and guest speakers, among others.

General Selection Criteria

Staff members involved in selection of learning resources shall use the following criteria as a guide:

- educational significance;
- contribution the subject matter makes to the curriculum;
- the interests of students and staff;
- favorable reviews found in standard selection sources;
- favorable recommendations based on preview;
- examination of resources by professional personnel;
- reputation and significance of the author, producer, publisher, or speaker;
- validity and appropriateness of the resource for intended use;
- contribution the resource makes to the range of representative viewpoints on controversial issues;
- high degree of potential appeal to users;
- quality and variety of format;
- value commensurate with cost and/or need;
- timeliness and/or permanence; and
- integrity of the resource.

Specific Selection Criteria

1. Learning resources shall be appropriate to the subject area, and for the age, emotional development, ability, learning styles, and social development of the students for whom the resources are intended.
2. Physical format and appearance of resources shall be suitable for intended use.
3. Resources shall be selected to give students an awareness of our pluralistic society, and provide a global perspective.
4. Resources shall be selected which support multicultural/gender-fair viewpoints and encourage all students to understand, appreciate, relate to and value cultural and personal diversity.
5. Resources shall be selected to meet the needs of the wide range of student physical, emotional, and cognitive development.
6. Resources shall be selected which support and encourage students to examine their attitudes and behaviors as individuals, and to relate those attitudes and behaviors to the concepts of duties and responsibilities as citizens.
7. Resources shall be selected for their strengths rather than rejected for their weaknesses of language and style or other elements.
8. The selection process shall provide opportunities for participation by students, teachers, support staff, administrators, teacher librarian, and other members of the community.
9. Selection, an ongoing process, shall include routine procedures for removal and/or replacement of worn, obsolete, dated, unused or unusable resources.
10. Gift materials shall be judged by the criteria listed in the preceding statements and be accepted or rejected on the basis of the criteria.

Procedure for Reconsideration of Resources

In the event resources are questioned, the principles of intellectual freedom shall be defended rather than specific resources.

The Board recognizes the right of individual parents to request that their child not be required to read, view, or listen to specific resources, provided a written request is made to the appropriate building principal.

A standing Reconsideration Committee shall be formed in each building by the second week of each school year. The purpose of the committee shall be to review any complaint received during the school year, learn all the circumstances related to the acquisition and use of the challenged resource, review the guidelines listed in the selection policy, decide whether the policy has been followed correctly, and then recommend action regarding future use of the resource. The committee at secondary buildings shall consist of: the building principal, a teacher librarian, a teacher, a parent or community member, a student, and the chair of the Secondary Library-Media Department. The committee at elementary buildings shall consist of: the building principal, a media specialist, a teacher, a parent or community member, and the elementary library media department. Any staff member responsible for the selection or the providing of the challenged material will not be included on the committee. If necessary, the principal will appoint a temporary replacement.

When Complaints are Received from Parents or other Community Members about Learning Resources

1. All staff members shall report complaints to the building principal orally or in written form.
2. The building principal or a designated representative shall contact the complainant to discuss the objection and attempt to resolve it informally by explaining the philosophy and goals of the school district, building, course, and/or library media center.
3. If the complaint is not resolved informally, the building principal shall provide the complainant with "The Learning Resources Selection Policy," including the form "Statement of Concern About Learning Resources," which must be filled out completely and returned to the building principal within ten working days, before the complaint will be given consideration.
4. If the completed form is not returned within the time period, the issue shall be considered closed. If the form is returned, the reasons for selection of the resource shall be restated by the appropriate staff and turned in to the building principal.
5. Resources shall not be removed from use, or access restricted within the district, pending a final decision. However, access to the resources can be denied to the student(s) of the complainant(s), if requested.
6. Within 20 working days upon receipt of a completed "Statement of Concern About Learning Resources" form:
 - a. The principal shall notify the superintendent, appropriate director of education, and the building's Reconsideration Committee that a complaint has been received.
 - b. Each member of the Reconsideration Committee must read, view, or listen to the learning resource in question in its entirety.

- c. After both the staff member responsible for selecting the learning resource and the complainant have met with the Reconsideration Committee, the committee will discuss the resource and make a decision.
- d. The building principal shall send written notification of the action taken to all involved parties as well as to the appropriate director of education and the superintendent.
- e. Any person not satisfied with the decision of the committee may file a request to appeal the decision to the Board of Education. Within ten working days of the receipt of the written notification, the complainant or user may file an appeal in the superintendent's office for a school board hearing. It shall be the superintendent's responsibility to schedule and expedite the hearing.
- f. Each Board member must read, view or listen to the learning resource in question in its entirety within 30 days of when the complaint was presented to them. At a following designated board meeting, the complainant and a representative of the Reconsideration Committee will be allowed to present information to the board pertaining to the complaint. The board will then deliberate action to be taken, with a decision being announced no later than the following board meeting. The superintendent or designee will provide written notification of the board's decision to all participating parties within ten working days of the board's decision.
- g. Persons dissatisfied with the decision of the board may appeal to the Iowa Board of Education pursuant to state law.

STATEMENT OF CONCERN ABOUT LEARNING RESOURCES

The Board of Education delegates the responsibility for distribution of this form to building principals. The completed form must be returned to the principal who issued it within ten (10) working days.

SCHOOL: _____ PRINCIPAL: _____

DATE ISSUED: _____ DATE RETURNED: _____

NAME OF COMPLAINANT: _____

ADDRESS: _____

PHONE NUMBER: HOME _____ WORK _____

DESCRIBE YOUR CONCERNS ABOUT THE LEARNING RESOURCE

TYPE OF RESOURCE:

TITLE/NAME: _____

AUTHOR/PRODUCER: _____

WHAT BROUGHT THIS RESOURCE TO YOUR ATTENTION: _____

PLEASE COMMENT ON THE RESOURCE AS A WHOLE, AS WELL AS BEING SPECIFIC ON THOSE MATTERS THAT CONCERN YOU. (USE THE OTHER SIDE IF NEEDED)

OPTIONAL: WHAT RESOURCE(S) DO YOU SUGGEST TO PROVIDE ADDITIONAL INFORMATION ON THE TOPIC COVERED BY THE RESOURCE? _____

SIGNATURE OF THE COMPLAINANT: _____

DATE: _____

A signed form signifies that the learning resource has been read, viewed, or listened to in its entirety by the complainant.

Policy Title: Curriculum Adoption Code No. 603.4

~~Curriculum of the school district must be approved by the board. Curriculum recommended by the superintendent or by a committee established for the purpose of making a recommendation to the board on curriculum shall be considered by the board.~~

It is the responsibility of the Superintendent or designee to keep the Board apprised of curriculum implementation activities, progress of each content area related to curriculum implementation activities, and to develop administrative regulations for curriculum implementation including recommendations to the Board.

Policy Title: Curriculum Evaluation Code No. 603.5

Curriculum evaluation is the ongoing process of collecting, analyzing, synthesizing, and interpreting information to aid in understanding student academic performance. It includes the full range of information gathered in the School District to evaluate student learning and program effectiveness in each content area.

Curriculum evaluation must be based on information gathered from a comprehensive assessment system that is designed for accountability and committed to the concept that all students will achieve at high levels. The curriculum evaluation guides decisions, which impact significant and sustainable improvements in teaching and student learning.

The superintendent or designee shall be responsible for curriculum evaluation and for determining the most effective way of ensuring that assessment activities are integrated into instructional practices as part of school improvement with a particular focus on improving teaching and learning. A curriculum framework shall describe the procedures that will be followed to establish an evaluation process that can efficiently and effectively evaluate the total curriculum. This framework will, at a minimum, describe the procedures for the following curriculum evaluation activities:

- Identify specific purposes for assessing student learning;
- Develop a comprehensive assessment plan;
- Select/develop assessment tools and scoring procedures that are valid and reliable;
- Identify procedures for collecting assessment data;
- Identify procedures for analyzing and interpreting information and drawing conclusions based on the data (including analysis of the performance of various sub-groups of students);
- Implement state mandated three levels of performance (specific to the content standard and the assessment tool when appropriate) to assist in determining whether students have achieved at a satisfactory level (at least two levels describe performance that is proficient or advanced and at least one level describes students who are not yet performing at the proficient level);
- Identify procedures for using assessment information to determine long-range and annual improvement goals;
- Identify procedures for using assessment information in making decisions focused on improving teaching and learning (data based decision making);
- Provide support to staff in using data to make instructional decisions;
- Define procedures for regular and clear communication about assessment results to the various internal and external publics;
- Define data reporting procedures;
- Verify that assessment tools are fair for all students and are consistent with all state and federal mandates;

- Verify that assessment tools measure the curriculum that is written and delivered;
- Identify roles and responsibilities of key groups;
- Ensure participation of eligible students receiving special education services in district-wide assessments.

It shall be the responsibility of the Superintendent or designee to keep the Board apprised of curriculum evaluation activities, the progress of each content area related to curriculum evaluation activities, and to develop administrative regulations for curriculum evaluation including recommendations to the Board.

Policy Title: *Protection in Evaluation* Code No. *603.6*

Procedures and tests used for referral evaluation purposes will be free from racial or cultural discrimination.

A multidisciplinary team will conduct a comprehensive educational evaluation using multiple testing instruments and other methods in gathering student evaluation data. When assessment and diagnostic procedures and instruments are selected, adjustments shall be made, where necessary, to account for sensory and physical differences, behavioral and perceptual characteristics, sociocultural and linguistic background and home environment of the students.

Policy Title: *Curriculum Implementation* Code No. *603.41*

Curriculum implementation includes the provision of organized assistance to staff in order to ensure that the newly developed curriculum and the most powerful instructional strategies are actually delivered at the classroom level. There are two components of any implementation effort that must be present to guarantee the planned changes in curriculum and instruction succeed as intended:

- Understanding the conceptual framework of the content/discipline being implemented; and,
- Organized assistance to understand the theory, observe exemplary demonstrations, have opportunities to practice, and receive coaching and feedback focused on the most powerful instructional strategies to deliver the content at the classroom level.

The superintendent or designee shall be responsible for curriculum implementation and for determining the most effective way of providing organized assistance and monitoring the level of implementation. A curriculum framework shall describe the processes and procedures that will be followed to assist all staff in developing the knowledge and skills necessary to successfully implement the developed curriculum in each content area. This framework will, at a minimum, describe the processes and procedures for the following curriculum implementation activities to:

- Study and identify the best instructional practices and materials to deliver the content;
- Describe procedures for the purchase of instructional materials and resources;
- Study the current status of instruction in the content area (how teachers are teaching);
- Compare the desired and present delivery system, identify differences, and develop a plan for addressing the differences;
- Provide ongoing professional development related to instructional strategies and materials that focuses on theory, demonstration, practice and feedback;
- Regularly monitor and assess the level of implementation;
- Communicate with internal and external publics regarding curriculum implementation.

It shall be the responsibility of the Superintendent or designee to keep the Board apprised of curriculum implementation activities, progress of each content area related to curriculum implementation activities, and to develop administrative regulations for curriculum implementation including recommendations to the Board.

Policy Title: *Guidance and Counseling Program* Code No. *604.1*

The Board will provide a student guidance and counseling program. The guidance counselor will be certified with the Iowa Department of Education and hold the qualifications required by the Board. The guidance and counseling program will serve grades kindergarten through twelve. The program will assist students with their personal, educational, and career development.

Policy Title: *Comprehensive Health Program* Code No. *604.2*

A comprehensive health program is an integral part of comprehensive school improvement and creates continuity linkages within the school and between school, home, and community.

It is the policy of the Board that a comprehensive health program shall be developed which includes the following components:

- Health services
- Health education
- Nutrition
- Physical education
- Counseling
- Staff wellness
- Family and community involvement
- Safe and healthy environment

Health services, coordinated by the school nurse, are designed to promote, protect, maintain and improve the health of all students and staff. The nurse will facilitate student access to health services including access and referral to primary health care resources.

A comprehensive health education program for students K-12 will be included in the comprehensive health program. State required health topics include: personal health, food and nutrition, environmental health, safety and survival, consumer health, family life, **human growth and development**, substance use and nonuse, **human sexuality**, **self-esteem**, **stress management**, **interpersonal relationships**, emotional and social health, health resources, and disease prevention.

A comprehensive health program includes a nutritional services program that provides food services, free and reduced meals for qualifying students, and a special diet plan/modification for students with special dietary needs.

A physical education/activity program for all students is included in the comprehensive health program. The program promotes physical activity, health and safety.

Counseling services are provided in the comprehensive health program. This includes a curriculum, which focuses on academic, career, and personal/social issues. Referral to appropriate community agencies are made as needed.

The comprehensive health program includes promotion of parent and community communication and involvement to assure a safe and healthy school. District health services will cooperate and coordinate services with community and governmental agencies and officials.

Health and wellness activities for the school staff and professional development activities for the health providers are included.

A comprehensive health program promotes a safe and healthy environment by identifying health and safety concerns in the school environment and promoting a nurturing health environment. This includes disaster preparedness plans and practice drills, and reporting of accidents accurately and promptly.

Policy Title: ***Requirements for Graduation*** Code No. ***605.1***

A total of 45 semester credits are necessary to fulfill the requirement for the regular diploma from the Cedar Falls High School. A total of 40 semester credits are necessary to fulfill the requirements for the core diploma from Cedar Falls High School.

Students in grade 9 are required to earn a minimum of six (6) core area credits before being promoted to the 10th grade. Core area credits are defined as English, Mathematics, Social Studies and Science.

A credit is defined as the successful completion of one semester of an academic subject.

ACADEMIC REQUIREMENTS FOR GRADUATION – REGULAR DIPLOMA

| | |
|--|---------------------|
| Physical Education/Health | 4.5 credits* |
| Science | 6 credits |
| Mathematics | 6 credits |
| English | 8 credits |
| Social Studies | 6 credits |
| Personal Economics | 1 credit |
| Fine and/or Practical Arts | 2 credits |
| <u>Electives</u> | <u>11.5 credits</u> |
| Total Credits needed for Regular Diploma | 45 credits |

GENERAL REQUIREMENTS FOR GRADUATION – REGULAR DIPLOMA

A total of 4 credits of physical education and .5 credit of Health are required for graduation. All students are required to enroll in physical education each semester except those exempted/disqualified by physical disabilities properly certified to by a physician and forwarded to the nurse prior to the beginning of each semester. *Physical education in grades 9-12 will be a graded course earning .50 credits each semester. Students in grade 10 will be required to enroll in one semester of physical education and one semester of physical education/health.

All credits will be counted towards graduation and will be calculated in a student's grade point average. After the seventh week of a semester, a student dropping a course will receive a grade of "F" for the semester.

All students are required to carry a minimum of six academic subjects, or the equivalent, plus physical education each semester in high school. Exceptions to this because of special programs, such as work or tutoring, must be approved by the principal.

Students may audit a course for no credit and have it recorded on their transcript. This declaration must be made at the time of registration.

Students enrolled in another educational institution offering high school extension or correspondence courses may transfer a maximum of eight (8) credits towards graduation. Participation must be approved by the principal.

Students must be enrolled in Cedar Falls High School during their final semester in school in order to meet the requirements for graduation.

All exceptional or unusual circumstances concerning graduation must be evaluated by the high school principal and the superintendent of schools, and may require approval of the board of education.

Practical Arts and/or Fine Arts Requirement – Regular Diploma

Students must earn a total of two credits in the Fine Arts/Practical Arts areas. Students may earn two credits in one area or one credit in each area to satisfy this requirement. Elective courses in the following departments will satisfy the practical arts requirement: Business Education, Industrial Technology Education, Family and Consumer Sciences, and Cadet Teaching. Elective courses in the following departments will satisfy the fine arts requirement: Art, Music, and Speech.

Personal Economics Requirement – Regular Diploma

The personal economics requirement may be met by successfully completing one of the following courses in grades 9-12:

Consumer Economics (9th Grade)
Adult Living I or II
Math for Daily Living
Business Law
Introduction to Business
Economics
Personal Finance

Vocational Cooperative programs:
Office Education
Distributive Education
Food Service
Health Occupations
Trades and Industry

Social Studies Requirements – Regular Diploma

At least one of the two semester courses in social studies beyond tenth grade must be in the World Studies area. The following courses will satisfy this requirement:

| | |
|-----------------------|--------------------|
| Eastern Civilizations | World Geography |
| Western Civilizations | Developing Nations |

Any other course that may be modified and/or added to the high school program of studies which meets the established criteria of emphasis as approved by the administration may be used to satisfy these course requirements.

CORE DIPLOMA PROGRAM

To request enrollment into the Cedar Falls High School Core Diploma Program, a student must be in their third or fourth year of high school and deemed to be credit deficient. A request to enroll in the program is to be made to the high school principal, associate principal, school counselor, or alternative program coordinator. The high school principal must give final approval for acceptance into the Core Diploma Program. Students accepted into the Core Diploma Program may complete coursework at the Cedar Falls High School and/or the Cedar Falls Alternative Program.

Upon acceptance, the student and their assigned school counselor will develop an Individualized Graduation Plan (IGP). The plan must be signed by the student and parent/guardian (if the student is under the age of 18), their school counselor, and the high school principal. The IGP will be used to monitor student progress towards meeting high school graduation requirements.

ACADEMIC REQUIREMENTS FOR GRADUATION – CORE DIPLOMA PROGRAM

| | |
|--|---------------------------------------|
| Physical Education/Health | 4.5 credits (.5 credits per semester) |
| Science | 6 credits |
| Mathematics | 6 credits |
| English | 8 credits |
| Social Studies | 6 credits |
| Personal Economics/Career Development/Service Learning | 3 credits* |
| <u>Electives</u> | <u>6.5 credits</u> |
| Total Credits needed for Core Diploma | 40 credits |

* Personal Economics/Career Development/Service Learning requirements may be met by successfully completing approved coursework identified as part of the Individual Graduation Plan (IGP).

EARLY GRADUATION

Students who plan to graduate at the end of the first semester of their 12th grade year must complete application procedures on or before October 1 of their senior year. Exceptions must be approved by the building principal.

To be considered for early graduation, a student must have successfully completed all graduation requirements with the exception of the final semester of physical education. Parents and students are urged to analyze and discuss the possible advantages and disadvantages of early graduation. Every student is required to attend the high school for a minimum of five (5) semesters. Students approved for early graduation will have the final semester of physical education requirement waived.

No student will be allowed to graduate prior to the end of the first semester of their 12th grade year unless an exception has been approved by the Cedar Falls Board of Education.

TRANSFER CREDITS

Students transferring in to the Cedar Falls District must meet all established requirements to receive a diploma from Cedar Falls High School. The district retains the right to determine grade level placement and whether or not to accept credits earned from a student's previous educational setting.

Transfer students in good standing at their previous school will be required to assume the course requirements of Cedar Falls High School, effective at the time of their transfer. However, all transfer students must meet the state requirements in U. S. History and American Government.

- A. Only credits earned in a high school or high school program accredited by their state department of education will be accepted towards meeting the graduation requirements for Cedar Falls High School. Exceptions may be granted only through approval of the superintendent of schools or designee. In the event credit is accepted from a non-accredited educational program, neither numerical or letter grades received will be recorded on the student's permanent transcript.
- B. A student who transfers from a non-accredited educational program will only be eligible for honors and awards for the actual period of time enrolled at Cedar Falls High School, and will not be eligible for class ranking until they have been fully-enrolled for six (6) or more semesters.

Students currently enrolled in the Cedar Falls District wanting to take courses offered by another district or post secondary institution must obtain pre-approval for the course from the high school principal in order for the credit to be accepted towards meeting graduation requirements.

ACCELERATION

Any student enrolled in a 9-12 course prior to entering the 9th grade will receive high school credit upon successful completion of that course. Credit earned will apply towards graduation and grades earned will be calculated into the student's grade point average. This option only applies to qualifying students as defined by the district's *Guidelines to Accommodate Academically Advanced Students*. Credits earned for application are limited to core area courses (English, Mathematics, Science, Social Studies) and World Language courses.

Policy Title: ***Student Progress Reports and Conferences*** Code No. ***605.2***

Individually scheduled Parent-Teacher Conferences will be held at the elementary level. Progress reports will be available to parents or legal guardians at these conferences. A similar written progress report will be sent at the end of the school year.

Parent-Teacher Conferences will be held at the secondary level. Parents or legal guardians will receive a progress report at these conferences. Additionally, written progress reports are sent at the end of the second nine weeks and the end of the fourth nine weeks.

Conference schedules will be developed with appropriate teacher input and must be approved by the building principal. In order to accommodate parents or legal guardians, it may be necessary to schedule some conferences at other times. Staff members should make an effort to establish contact with all parents or legal guardians.

Policy Title: ***Graduation Requirements for a Student Enrolled in a Special Education Instructional Program*** Code No. ***605.3***

A student enrolled in a special education instructional program who has either (1) satisfied the credits/units established by the Iowa Department of Education and this district and/or (2) satisfactorily completed the program outlined in the student's individual education program will be graduated with the same considerations allowed any other student who has met all graduation requirements.

The District shall issue a regular diploma, allow the same ceremonial activities, and provide any other recognition to special education students that are provided to students graduating from regular education.

At least 18 months prior to the projected date of graduation, the written individual education program for each student receiving special education shall specify the anticipated date of graduation and criteria yet to be met prior to graduation.

Policy Title: ***Electronic Technology Acceptable Use by Students*** Code No. ***605.4***

In making decisions regarding access to the school district computers, computer network, the Internet, and other information resources, the Cedar Falls Community School District (CFCSD) considers the educational mission, goals, and objectives of the district. ~~Electronic and print information research skills~~ **The ability to collaborate, communicate, think critically, and be creative online and in person** are now fundamental to the preparation of citizens and future employees. Access to the school district computers, computer network, the Internet, and other

information resources allows student access to ~~thousands~~ **unlimited amounts** of materials, libraries, databases, bulletin boards, and other resources while exchanging creative ideas and ~~images~~ **all types of media** with people around the world. The CFCSD expects that faculty will **appropriately use digital tools and resources** ~~blend thoughtful use of the school district computers, computer network, the Internet, and other information resources~~ throughout the curriculum and will provide guidance and instruction to students in their use.

All CFCSD students will receive an electronic account that includes access to an email **and online file storage.** ~~account.~~ Students in lower elementary classes may be provided access through a classroom account. This account should primarily be used for educational purpose. As with all interactions on the Internet, students are expected to use these tools in a safe, legal, and ethical manner. CFCSD also provides student network wireless access in all buildings. ~~Once the infrastructure is in place, and specific policies and procedures have been determined, students will be allowed to bring their own devices on to the CFCSD network.~~ CFCSD will not be responsible for any damage or loss of any student personal device. These are the expectations for this use of the CFCSD network with personal devices:

1. All students will use their own secure wireless login to access the network.
2. All student or non-CFCSD devices attached to the CFCSD network will have up to date security software that includes anti-virus and anti-malware programs.
3. Students who bring their own devices onto CFCSD property and use a non-CFCSD network to access the Internet is still bound by this policy.

Below is a list on unacceptable and unsafe behaviors for students. This list is not intended to be inclusive of all misuses.

1. Students will not access, review, upload, download, store, print, post, or distribute pornographic, obscene, sexually explicit material or that use language or images that are inappropriate to the educational setting or disruptive to the educational process and will not post information or materials that could cause damage or danger of disruption while on school property or while using school resources.
2. Students will not access, review, upload, download, store, print, post, or distribute materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination while on school property or while using school resources without an approved educational/instructional purpose.
3. Students will not knowingly or recklessly post false or defamatory information about a person or organization, to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks while on school property or while using school resources.
4. Students will not engage in any illegal act or violate any local, state, or federal statute or law while on school property or while using school resources.
5. Students will not vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means will not tamper with, modify, or change the CFCSD Network software, hardware, or wiring.
6. Students will not take any action to violate the CFCSD Network's security, and will not disrupt the use of the system by other users nor gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct consent of that person.
7. Students will not post private information about another person or to post personal contact information about themselves or other persons including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes, or passwords and will not repost a message that was sent to the user privately without permission of the person who sent the message.
8. Students will not violate copyright laws, usage licensing agreements, or another person's property without the author's prior approval or proper citation, including, but not limited to the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet or other information resources.

9. Students will not use the CFCSD Network for the conduct of a business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the CFCSD Network to offer or provide goods, services, or product advertisement. Students will not use the CFCSD Network to purchase goods or services for personal use without authorization from the appropriate school district official.

CFCSD will provide ongoing age-appropriate instruction for students ~~on current safety, legal and ethical use best practices as part of our 21st Century Skills curriculum.~~ regarding Digital Citizenship. The training ~~This curriculum~~ will be designed to promote the district's commitment to:

- ~~The standards and acceptable use of Internet services;~~
- ~~Student safety with regards to:~~
 - ~~Safety on the internet;~~
 - ~~Appropriate behavior while online; on social networking Web sites, and~~
 - ~~In chat rooms, and~~
 - ~~Cyber bullying awareness and response.~~
- ~~Compliance with the E rate requirements of the Children's Internet Protection Act~~
 - Respect and protect yourself
 - Respect and protect others
 - Respect and protect intellectual property

As a public organization, CFCSD is subject to open records laws for both student and staff email and network accounts. These accounts carry no expectation of privacy. Parents have the right at any time to investigate or review the contents of their child's accounts. ~~Parents also have the right to request the termination of their child's individual account at any time.~~ The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities and activities not in compliance with school district policies.

The CFCSD defines intellectual property rights as a general term that covers copyright, registered designs and trademarks. Information users need to understand that authors resort to legal action when their works are infringed.

Plagiarism is the presentation of the thoughts, ideas, or words of another without crediting the sources. It is a form of academic dishonesty and may be grounds for ~~academic sanctions.~~ disciplinary action. Students are expected to cite all sources they use. Copyright is a legal issue governed by federal law. Copyright extends to all forms of intellectual property, including print resources, web pages, database articles, images, and other works found on the Internet. The ability to legally use another's work depends on the following justifications: (1) the work is in the public domain; (2) the researcher has received permission from the copyright holder; or (3) the researcher asserts a right for fair use. Under the fair use doctrine of the U.S. copyright statute, it is permissible to use limited portions of a work including quotes, for purposes such as commentary, criticism, news reporting, and scholarly reports. Fair use is determined on a case-by-case basis. Individuals are expected to make educated, good faith decisions in determining whether fair use applies in a given situation.

Students who violate one or more of the unacceptable uses will be subject to disciplinary action based upon the school's discipline policy. This may include structured/non-independent use of technology while on school property, suspension, reparation for damages, expulsion, and/or referral to local law enforcement.

~~The Cedar Falls Community School District~~ CFCSD has a filtering system in place that will monitor and log Internet activity as well as block unacceptable websites as reviewed by faculty, and/or administration. Although CFCSD ~~the Cedar Falls Community School District~~ is taking reasonable measures to ensure students do not acquire objectionable material, ~~the Cedar Falls Community School District~~ it cannot guarantee that a student will not be able to access objectionable material on the Internet. If a student accidentally accesses unacceptable materials or an unacceptable Internet site, the student should immediately report the accidental access to an appropriate school district official.

The proper use of the Internet and other information resources, and the educational value to be gained from proper use of the Internet and other information resources, is the combined responsibility of students, parents and employees of the school district.

In compliance with federal law, this policy will be maintained at least five years beyond the termination of funding under the Children's Internet Protection Act (CIPA) or E-rate. An age-appropriate interpretation of this policy will be made available for students and families.

Policy Title: ***Use of Information Resources*** Code No. **605.7**

The board recognizes that federal law makes it illegal to duplicate copyrighted materials without authorization of the holder of the copyright, except for certain exempt purposes. Severe penalties may be imposed for unauthorized copying or using of audio visual or printed materials and computer software, unless the copying or using conforms to the fair use doctrine.

Under the "fair use" doctrine, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship or research. If duplicating or changing a product is to fall within the bounds of fair use, these four standards must be met for any of the foregoing purposes:

- A. The purpose and character of the use: The use must be for such purposes as teaching or scholarship and must be nonprofit.
- B. The nature of the copyrighted work: Staff may make single copies of the following for use in research, instruction or preparation for teaching: book chapters; articles from periodicals or newspapers; short stories, essays or poems; and charts, graphs, diagrams, drawings, cartoons or pictures from books, periodicals, or newspapers in accordance with these guidelines.
- C. The amount and substantiality of the portion used: In most circumstances, copying the whole of a work cannot be considered fair use; copying a small portion may be if these guidelines are followed.
- D. The effect of the use upon the potential market for or value of the copyrighted work: If resulting economic loss to the copyright holder can be shown, even making a single copy of certain materials may be an infringement, and making multiple copies presents the danger of greater penalties.

While the district encourages its staff to enrich the learning programs by making proper use of supplementary materials, it is the responsibility of district staff to abide by the district's copying procedures and obey the requirements of the law. In no circumstances shall it be necessary for district staff to violate copyright requirements in order to perform their duties properly. The district cannot be responsible for any violations of the copyright law by its staff.

Any staff member or student who is uncertain as to whether reproducing or using copyrighted material complies with the district's procedures or is permissible under the law should contact the superintendent of the superintendent's designee.

Parents or others who wish to record, by any means, school programs or other activities need to realize that even though the school district received permission to perform a copyrighted work that does not mean outsiders can copy it and re-play it. Those who wish to do so should contact the employee in charge of the activity to determine what the process is to ensure the copyright law is followed. The school district is not responsible for outsiders violating the copyright law or this policy. Additional information may be found in Administrative Regulations 605.7R.

Policy Title: ***Use of Information Resources*** Code No. **605.7R**

Employees and students may make copies of copyrighted materials that fall within the following guidelines. Where there is reason to believe the material to be copied does not fall within these guidelines, prior permission shall be obtained from the publisher or producer with the assistance of the teacher-librarian, if necessary. Employees and students who fail to follow this procedure may be held personally liable for copyright infringement and may be subject to discipline by the board.

Under the "fair use" doctrine, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship or research. Under the fair use doctrine, each of the following four standards must be met in order to use the copyrighted document:

- Purpose and Character of the Use – The use must be for such purposes as teaching or scholarship.
- Nature of the Copyrighted Work – The type of work to be copied.
- Amount and Substantiality of the Portion Used – Copying the whole of a work cannot be considered fair use; copying a small portion may be if these guidelines are followed.

- Effect of the Use Upon the Potential Market for or value of the Copyrighted Work – If resulting economic loss to the copyright holder can be shown, even making a single copy of certain materials may be an infringement, and making multiple copies presents the danger of greater penalties.

Authorized Reproduction and Use of Copyrighted Material Reminders:

- Materials on the Internet should be used with caution since they may, and likely are, copyrighted.
- Proper attribution (author, title, publisher, place and date of publication) should always be given.
- Notice should be taken of any alterations to copyrighted works, and such alterations should only be made for specific instructional objectives.
- Care should be taken in circumventing any technological protection measures. While materials copied pursuant to fair use may be copied after circumventing technological protections against unauthorized copying, technological protection measures to block access to materials may not be circumvented.

In preparing for instruction, a teacher may make or have made a single copy of:

- A chapter from a book;
- An article from a newspaper or periodical;
- A short story, short essay or short poem; or,
- A chart, graph, diagram, drawing, cartoon or picture from a book, periodical or newspaper.

A teacher may make multiple copies not exceeding more than one per pupil, for classroom use or discussion, if the copying meets the tests of “brevity, spontaneity and cumulative effect” set by the following guidelines. Each copy must include a notice of copyright.

- Brevity
 - A complete poem, if less than 250 words and two pages long, may be copied; excerpts from longer poems cannot exceed 250 words;
 - Complete articles, stories or essays of less than 2500 words or excerpts from prose works less than 1000 words or 10% of the work, whichever is less may be copied; in any event, the minimum is 500 words;
 - Each numerical limit may be expanded to permit the completion of an unfinished line of a poem or prose paragraph;
 - One chart, graph, diagram, drawing, cartoon or picture per book or periodical issue may be copied. “Special” works cannot be reproduced in full; this includes children's books combining poetry, prose or poetic prose. Short special works may be copied up to two published pages containing not more than 10 percent of the work.
- Spontaneity – Should be at the “instance and inspiration” of the individual teacher when there is not a reasonable length of time to request and receive permission to copy.
- Cumulative Effect – Teachers are limited to using copied material for only one course for which copies are made. No more than one short poem, article, story or two excerpts from the same author may be copied, and no more than three works can be copied from a collective work or periodical column during one class term. Teachers are limited to nine instances of multiple copying for one course during one class term. Limitations do not apply to current news periodicals, newspapers and current news sections of other periodicals.

Copying Limitations

Circumstances will arise when employees are uncertain whether or not copying is prohibited. In those circumstances, the teacher-librarian should be contacted. The following prohibitions have been expressly stated in federal guidelines:

- Reproduction of copyrighted material shall not be used to create or substitute for anthologies, compilations or collective works.

- Unless expressly permitted by agreement with the publisher and authorized by school district action, there shall be no copying from copyrighted consumable materials such as workbooks, exercises, test booklets, answer sheets and the like.
- Employees shall not:
 - Use copies to substitute for the purchase of books, periodicals, music recordings, consumable works such as workbooks, computer software or other copyrighted material. Copy or use the same item from term to term without the copyright owner's permission;
 - Copy or use more than nine instances of multiple copying of protected material in any one term
 - Copy or use more than one short work or two excerpts from works of the same author in any one term;
 - Copy or use protected material without including a notice of copyright. The following is a satisfactory notice: NOTICE: THIS MATERIAL MAY BE PROTECTED BY COPYRIGHT LAW.
 - Reproduce or use copyrighted material at the direction of someone in higher authority or copy or use such material in emulation of some other teacher's use of copyrighted material without permission of the copyright owner.
 - Require other employees or students to violate the copyright law or fair use guidelines.

Authorized Reproduction and Use of Copyrighted Materials in the Library

A library may make a single copy or three digital copies of:

- An unpublished work in its collection;
- A published work in order to replace it because it is damaged, deteriorated, lost or stolen, provided that an unused replacement cannot be obtained at a fair price.
- A work that is being considered for acquisition, although use is strictly limited to that decision. Technological protection measures may be circumvented for purposes of copying materials in order to make an acquisition decision.

A library may provide a single copy of copyrighted material to a student or employee at no more than the actual cost of photocopying. The copy must be limited to one article of a periodical issue or a small part of other material, unless the library finds that the copyrighted work cannot be obtained elsewhere at a fair price. In the latter circumstance, the entire work may be copied. In any case, the copy shall contain the notice of copyright and the student or staff member shall be notified that the copy is to be used only for private study, scholarship or research. Any other use may subject the person to liability for copyright infringement.

Authorized Reproduction and Use of Copyrighted Music or Dramatic Works

Teachers may:

- Make a single copy of a song, movement, or short section from a printed musical or dramatic work that is unavailable except in a larger work for purposes of preparing for instruction;
- Make multiple copies for classroom use of an excerpt of not more than 10% of a printed musical work if it is to be used for academic purposes other than performance, provided that the excerpt does not comprise a part of the whole musical work which would constitute a performable unit such as a complete section, movement, or song;
- In an emergency, a teacher may make and use replacement copies of printed music for an imminent musical performance when the purchased copies have been lost, destroyed or are otherwise not available.
- Make and retain a single recording of student performances of copyrighted material when it is made for purposes of evaluation or rehearsal;

- Make and retain a single copy of excerpts from recordings of copyrighted musical works for use as aural exercises or examination questions; and
- Edit or simplify purchased copies of music or plays provided that the fundamental character of the work is not distorted. Lyrics shall not be altered or added if none exist.

Performance by teachers or students of copyrighted musical or dramatic works is permitted without the authorization of the copyright owner as part of a teaching activity in a classroom or instructional setting. The purpose shall be instructional rather than for entertainment.

Performances of nondramatic musical works that are copyrighted are permitted without the authorization of the copyright owner, provided that:

- The performance is not for a commercial purpose;
- None of the performers, promoters or organizers are compensated; and,
- Admission fees are used for educational or charitable purposes only.

All other musical and dramatic performances require permission from the copyright owner. Parents or others wishing to record a performance should check with the sponsor to ensure compliance with copyright.

Recording of Copyrighted Programs

Television programs, excluding news programs, transmitted by commercial and non-commercial television stations for reception by the general public without charge may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained by a school for a period not to exceed the first forty-five (45) consecutive calendar days after date of recording. Upon conclusion of this retention period, all off-air recordings must be erased or destroyed immediately. Certain programming such as that provided on public television may be exempt from this provision; check with the teacher-librarian or the subscription database, e.g. unitedstreaming

Off-air recording may be used once by individual teachers in the course of instructional activities, and repeated once only when reinforcement is necessary, within a building, during the first 10 consecutive school days, excluding scheduled interruptions, in the 45 calendar day retention period. Off-air recordings may be made only at the request of and used by individual teachers, and may not be regularly recorded in anticipation of requests. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers. Each additional copy shall be subject to all provisions governing the original recording.

After the first ten consecutive school days, off-air recordings may be used up to the end of the 45 calendar day retention period only for evaluation purposes, i.e., to determine whether or not to include the broadcast program in the teaching curriculum. Permission must be secured from the publisher before the recording can be used for instructional purposes after the 10 day period.

Off-air recordings need not be used in their entirety, but the recorded programs may not be altered from their original content. Off-air recordings may not be physically or electronically combined or merged to constitute teaching anthologies or compilations. All copies of off-air recordings must include the copyright notice on the broadcast program as recorded.

Authorized Reproduction and Use of Copyrighted Computer Software

Schools have a valid need for high-quality software at reasonable prices. To assure a fair return to the authors of software programs, the school district shall support the legal and ethical issues involved in copyright laws and any usage agreements that are incorporated into the acquisition of software programs. To this end, the following guidelines shall be in effect:

- All copyright laws and publisher license agreements between the vendor and the school district shall be observed;
- Staff members shall take reasonable precautions to prevent copying or the use of unauthorized copies on school equipment;

- A back-up copy shall be purchased, for use as a replacement when a program is lost or damaged. If the vendor is not able to supply a replacement, the school district shall make a back-up copy that will be used for replacement purposes only;
- The software license agreement shall be retained by the Board secretary.
- A computer program may be adapted by adding to the content or changing the language. The adapted program may not be distributed.

Fair Use Guidelines for Educational Multimedia

Students may incorporate portions of copyrighted materials in producing educational multimedia projects such as videos, Power Points, podcasts and web sites for a specific course, and may perform, display or retain the projects.

Educators may perform or display their own multimedia projects to students in support of curriculum-based instructional activities. These projects may be used:

- In face-to-face instruction;
- In demonstrations and presentations, including conferences;
- In assignments to students;
- For remote instruction if distribution of the signal is limited;
- Over a network that cannot prevent duplication for fifteen days, after fifteen days a copy may be saved on-site only; or,
- In their personal portfolios.

Educators may use copyrighted materials in a multimedia project for two years, after that permission must be requested and received.

The following limitations restrict the portion of any given work that may be used pursuant of fair use in an educational multimedia project:

- Motion media: ten percent or three minutes, whichever is less;
- Text materials: ten percent or 1,000 words, whichever is less;
- Poetry: an entire poem of fewer than 250 words, but no more than three poems from one author or five poems from an anthology. For poems of greater than 250 words, excerpts of up to 250 words may be used, but no more than three excerpts from one poet or five excerpts from an anthology;
- Music, lyrics and music video: Up to ten percent, but no more than thirty seconds. No alterations that change the basic melody or fundamental character of the work;
- Illustrations, cartoons and photographs: No more than five images by an artist, and no more than ten percent or fifteen images whichever is less from a collective work;
- Numerical data sets: Up to ten percent or 2,500 field or cell entries, whichever is less;

Fair use does not include posting a student or teacher's work on the Internet if it includes portions of copyrighted materials. Permission to copy shall be obtained from the original copyright holder(s) before such projects are placed online. The opening screen of such presentations shall include notice that permission was granted and materials are restricted from further use.

| | | |
|---------------|---|-------------------------------|
| Policy Title: | <u>Requirements for Graduation</u> | Code No. <u>605.10</u> |
| | <u>Cedar Falls Alternative Education Program</u> | |

The Cedar Falls Alternative Education Program (CFAEP) is designed for students who have not been successful in the regular educational environment and/or may benefit from an alternative delivery of curriculum. The CFAEP is designed for students in grades 9-12. Students may earn credits to be transferred to the high school or complete their educational program and earn a diploma from the CFAEP.

A total of 38 credits are necessary to fulfill the requirements for graduation from the CFAEP. The following academic requirements must be met:

ACADEMIC CREDIT REQUIREMENTS FOR GRADUATION

| | |
|---|-------------------|
| Physical Education (.25 credits awarded each semester) | 1 credit |
| Science | 6 credits |
| Mathematics | 6 credits |
| English | 8 credits |
| Personal Economics* | 1 credit |
| Social Studies (including American Govt., US History, & World Studies) | 6 credits |
| Electives | <u>10 credits</u> |
| Total credits needed for graduation | 38 credits |

*Personal Economics requirement may be met by successfully completing one of the following courses:

- Adult Living
- Economics
- Mathematics of Personal Finance

Credits earned at a student's previous school may be applied toward the graduation requirements for the CFAEP.

In addition to the academic requirements, a student must complete a minimum of four (4) credits at the CFAEP to be eligible for an alternative school diploma.

A student wishing to graduate from Cedar Falls High School must complete all requirements for the CFHS diploma and be enrolled at the high school for his/her final semester. A maximum of ten (10) CFAEP credits may be transferred to the high school and applied towards the CFHS diploma. Exceptions must be approved by the high school principal.

Policy Title: **School Food Program** Code No. **701.1**

The school district will operate a school lunch and breakfast program in each attendance center. School food program services will include meals prepared through participation in the National School Lunch Program and supplementary foods provided to students during the school day. Participation is on a voluntary basis.

School food service facilities are provided to serve students and employees when school is in session and during school-related activities. Other organizations and individuals in accordance with board policy may also use these facilities.

The school food program is operated on a nonprofit basis. The revenues of the school food program will be used only for paying the regular operating costs of the school food program. Supplies of the school food program will only be used for school food program.

The Board will set, and periodically review, the prices charged for school meals. It is the responsibility of the Superintendent or designee to make a recommendation regarding the prices of school meals and milk.

Management and supervision shall be under the direction of the Director of Business Affairs that shall perform such duties as may be required by policy.

Policy Title: **School Transportation of Students** Code No. **702.1**

Transportation by school bus shall be available without cost, in accordance with the Code of Iowa and this policy, for:

- Students in grades 10-12 residing more than three miles from the attendance center.
- Students in grades 7-9 residing more than two miles from the attendance center.
- Students in grades PK-6 residing more than two miles from the attendance center, except that the distance limitation may be reduced by the administration to one mile in instances where traffic and/or walking conditions are adjudged to warrant the reduction.

Distances shall be measured in accordance with the procedures specified in the Code of Iowa.

Tickets for use in riding school buses shall be issued to students who qualify for transportation services without cost. Tickets may be purchased by students who live within the distance limitations, provided sufficient space is available during the month for which the ticket is to be used.

All students riding school buses are subject to disciplinary measures, including possible revocation of riding privileges, for failure to follow rules and regulations for orderly conduct while receiving transportation services. All formal referrals of problems of conduct will be made to the principal or associate principal of the student's attendance center.

In the event that transportation by school bus is impractical or not available, provisions of the Code of Iowa regarding reimbursement of parents or guardians for transportation services shall be followed. The superintendent, or designee, shall have the authority to designate the operation of school buses on established hard surface routes only due to weather or other safety considerations.

Bus routes and the stops for loading and unloading of students shall be established annually by the administration. Parents will be notified of school closings/delays through local media and/or other electronic means. When weather conditions deteriorate students will be returned to their regular drop off sites unless weather conditions prevent it. In that case, students will be kept at or returned to school until they are picked up by the parents.

For security purposes video cameras are placed in all Cedar Falls Community School District buses.

Policy Title: ***Loading and Unloading of School Buses*** Code No. 702.2

It is the policy of the Cedar Falls Community School District that the ongoing program of school bus safety shall be augmented by the following provisions regarding loading and unloading of students during reduced visibility caused by fog, snow or other weather conditions.

1. If it is determined by the superintendent or designee that unsafe conditions caused by fog, snow or other weather conditions are present throughout the district, buses shall not operate.
2. In instances where fog, snow or other weather conditions are encountered by drivers during the course of operations, each driver is authorized to make decisions regarding whether to make the stops affected by the reduced visibility conditions.

Drivers shall report all stops by-passed as a result of such reduced visibility. Reports are to be made by radio to the bus garage office as soon as is safely possible after the decision to by-pass has been made. If radio contact cannot be made, the report must be made by the earliest and safest other means of communication.

Students who cannot be discharged at regular stops will be returned to a district facility and contact will be made with the parents/guardians.

Policy Title: ***Use of School Bus Services by Community Groups*** Code No. 702.3

All local civic, religious, fraternal, patriotic and community welfare organizations, including any individuals or groups interested in promoting cultural, educational or recreational activities are eligible to use school buses, providing the travel to be conducted is not contrary to the public interest. The Board of Education and/or the school administration reserve the right to refuse rental of the buses for any travel.

Such school bus services may be provided under the following conditions:

1. The service must be provided at a time which will not interfere with student transportation.
2. The travel must be to a location in the Black Hawk County area.
3. The request must have been approved by the director of human resources or the director of business affairs.
4. The contracting party shall pay an amount not to exceed the pro rata cost of transportation, as determined by the district.
5. A properly executed rental contract must have been executed through the business office.

6. All rules and regulations specified on the contract of rental must be followed by the requesting party and all persons being transported.
7. The routes to be traveled and the destination must have been approved in advance by the director of human resources or the director of business affairs.
8. All judgments as to road and weather conditions will be made by school officials. After travel has begun, the driver shall have the necessary authority to cancel any travel because of road or weather conditions.
9. Only regular route drivers or regular substitute drivers employed by the Cedar Falls Community School will be allowed to operate buses during travel under this policy.

All organizations and persons utilizing school bus services under this policy must agree to reimburse the Cedar Falls Community School District for any and all damages to buses and/or equipment arising from the actions of the organizations or persons.

Policy Title: ***Student Activities Fund*** Code No. **704.5**

Revenue raised by students from student activities shall be deposited immediately after activity and accounted for in the student activities fund. This revenue is the property of and shall be under the financial control of the board. Students may use this revenue for purposes allowable by law and approved by the superintendent or designee. An audit of these accounts shall be made at the same time as the annual audit.

Gate and concession receipts from student activities shall be deposited on the same day of the event. When this is not possible, receipts shall be kept in a locked vault and deposited the next business day. The Superintendent, Director of Business Affairs, or Athletic Director shall be responsible for designating the individual(s) who shall be in charge of collecting, counting, and depositing receipts.

Revenue collected from student contributions, club dues, special activities, admissions to special events, or from other fund-raising activities, will be under the jurisdiction of the board and under the specific control of the superintendent or designee. Revenue will be deposited in a designated depository and will be disbursed and accounted for in accordance with purposes allowable by law and instructions issued by the superintendent or designee.

All funds held in the student activities fund are considered funds of the school district and, as such, are public funds which must be expended only for legitimate public purposes and not for individual private benefit. All student activities funds are to be used to support the student activity program of the school district as provided by law.

Appropriate uses of student activities funds include ordinary and necessary expenses of operating school district-sponsored and district-supervised student cocurricular and extracurricular activities. Items of nominal value may be purchased to recognize qualifying activity groups, upon approval of the school principal. The board authorizes the expenditure of student activities funds for such purposes because they are designed to facilitate student participation and promote student cooperation and performance, assisting in fostering student morale and creating a more productive learning environment.

Inappropriate uses of the student activity fund include, but not limited to cash payments to student members and coaches/sponsors of activity groups, and costs that are not necessary to the cocurricular and extracurricular program.

School employees who have questions regarding whether a particular expenditure is in accordance with this policy should contact the District business office. It shall be the responsibility of the board secretary to keep student activity accounts up-to-date and complete.

Funds remaining in the senior class activity account after graduation or other discontinued accounts shall be transferred to such accounts as designated by the Superintendent or Director of Business Affairs.

Policy Title: ***Bids & Awards for Construction Grants*** Code No. **705.0**

The Cedar Falls Board of Education supports economic development in Iowa, particularly in the Cedar Falls School District. Construction contracts will be made in the school district or in Iowa from Iowa-based companies if the bids submitted are comparable in quality and can be received without additional cost in comparison to those submitted by other bidders. The board will have the authority to approve or retain construction contracts.

Public, competitive sealed bids are required for construction projects, including renovation and repair, with a cost exceeding the statutory minimums required by law. The public, competitive sealed bid requirement is waived in the case of emergency repairs when the repairs are necessary to prevent the closing of a school. The AEA administrator will certify that the emergency repairs are necessary to prevent the closing of a school. The superintendent will comply with the competitive quote process for those projects subject to the competitive quote law. The superintendent will determine the process for obtaining quotes for projects below the competitive quote limit. The superintendent shall approve the quote for the project.

The award of construction contracts will generally be made to the lowest responsible bidder. The Board, in its discretion, after considering factors relating to the construction, including, but not limited to, the cost of the construction, availability of service and/or repair, completion date, and any other factors deemed relevant by the board, may choose a bid other than the lowest bid. The Board of Education authorizes the Board Secretary or designee the duty of receiving and opening bids and announcing the results. Bid results shall be reported to the Board of Directors; Code of Iowa 26.11. The board will have the right to reject any or all bids, or any part thereof, and to enter into contract or contracts deemed to be in the best interests of the school district.

For any construction contract bid that exceeds the statutory minimum required by law, it is the responsibility of the board secretary to communicate the reasons and make a recommendation to the board of education for which bid to accept.

Policy Title: Non-Construction Purchasing Procedures Code No. 705.1

The Cedar Falls Community School District supports Iowa economic development. Purchases by the district will be made in Iowa for Iowa goods and services from locally-owned businesses, located within the school district or from an Iowa-based company, which offer these goods or services if the cost and other considerations are relatively equal and they meet the required specifications.

The school board ~~and superintendent~~ supports women and minority owned targeted small businesses that offer goods or services, if the cost and other considerations are relatively equal and they meet the required specifications.

It shall be the responsibility of the superintendent or designee to approve purchases, except those authorized by or requiring direct board action. The superintendent ~~or designee~~ may coordinate and combine purchases with other governmental bodies to take advantage of volume price breaks. Joint purchases with other political subdivisions will be considered when in the opinion of the superintendent ~~or designee~~ it is prudent to do so.

The superintendent ~~or designee~~ shall have the authority to authorize purchases without competitive quotes for goods and services costing under ~~\$25,000~~ **minimum statutory threshold limit** and for good and services costing between ~~\$25,000 and \$50,000~~ **the minimum and maximum statutory threshold limit** with a minimum of (2) two quotations obtained by the business office using the general guidelines for quoting below, without prior Board approval. For goods and services, except for exempt items listed below, costing more than ~~\$50,000~~, **the maximum statutory threshold limit** bids **shall** be taken to the board for approval. The Board of Education authorizes the Board Secretary, or designee, the duty of receiving and opening bids and announcing the results. Bid results, costing more than ~~\$50,000~~, **the minimum statutory threshold limit** shall be reported to the Board of Directors.

General Guidelines for Quoting:

1. The individual making the requisition will submit to the Business Office detailed specifications of the item or detailed scope of work required and the names of possible vendors.
2. The Business Office will develop the final quote specifications.
3. Quotes shall require at a minimum the following information:
 - a. Written and signed by person quoting on the form provided by the district.
 - b. Established time and date quote is due.
 - c. An attempt should be made to submit quotes to a minimum of two vendors.

Goods and services exempt from quotes:

- a. The final price is established by published tariff rates of a public regulating body
- b. District purchases from another governmental agency or purchasing contract
- c. The items are copyrighted (e.g. books, software, videos)
- d. There is no end (dues, travel expenses, etc.)
- e. Proprietary items (These are items exclusive with one manufacturer. We may still receive a quote if multiple vendors exist.)

- f. Emergency purchases (e.g. fuel, transmissions.)
- g. Professional services (e.g. auditor, attorney, architect, consultants.)

Purchases will be made from the lowest responsible bidder based upon total cost considerations including, but not limited to, the cost of goods and services being purchased, availability of service and/or repair, delivery date, and other factors deemed relevant by the board.

Any request for a quote form by a vendor shall be granted unless the vendor has been disqualified for some reason. Anyone may receive a formal quote that has been mailed to prospective vendors.

If there is an apparent mistake in the quotes, the Business Office will call and confirm prices. If error exists, the item or total quoted, if awards are so made, shall be withdrawn.

The board and the superintendent **or designee** shall have the right to reject any or all quotes, or any part thereof and to re-advertise. The board will enter into such contract or contracts as the board deems in the best interests of the school district.

Policy Title: ***Purchasing on Behalf of Employees*** Code No. ***705.2***

Generally, the school district shall not purchase items on behalf of employees. The school district may in unusual and unique circumstances do so. It shall be within the discretion of the board to determine when unique and unusual circumstances exist.

No purchase shall be made unless the employee has paid the school district prior to the order being placed and the employee has agreed to be responsible for any taxes or other expenses due.

Policy Title: ***School Nutrition Program Purchasing Procedures*** Code No: ***705.3***

It shall be the responsibility of the superintendent or designee to approve purchases, except those authorized by, approved by or requiring direct board action. The superintendent may coordinate and combine purchases with other governmental bodies to take advantage of volume price breaks. Joint purchases with other political subdivisions will be considered when in the opinion of the superintendent it is prudent to do so.

Federal laws and regulations require state agencies and school authorities to comply with a host of requirements and rules specifically addressing procurement of goods, products, and services for School Nutrition Programs. The School Food Authority (SFA) determines the type of goods or services needed, the quantity for goods or frequency (for services) needed, the quality needed, any special requirements for any of the items, the date by which delivery is needed, the location(s) to which delivery will occur, and the legality of the procurement process.

Procurement Methods

Micro-purchase threshold not to exceed USDA Threshold (\$3,500 for FY17)

Micro-purchases do not require obtaining quotes. Staff must keep a log or file to document purchased item, price and vendor, must distribute micro-purchases equitably among qualified suppliers and may be awarded without soliciting competitive quotations if the SFA considers the price to be reasonable.

Informal, small purchase threshold between Micro-purchase threshold and \$50,000

The superintendent or designee shall follow District non-construction purchasing procedure policy as amended.

Formal, large purchase threshold greater than \$50,000

The superintendent or designee shall follow District non-construction purchasing procedure policy as amended.

Non-competitive proposal

This is a procurement method used when competition is deemed inadequate or impossible due to public exigency or emergency. Negotiations must include both price and terms using the same procedures that would be followed for competitive proposals. Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed solicitation, or competitive proposals and one of the following applies:

- The item is available only from a single source.
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
- The awarding agency authorizes non-competitive proposals.
- After solicitation of a number of sources, competition is determined inadequate.
- All non-competitive proposals must be approved by the Bureau of Nutrition and Health Services, Iowa Department of Education prior to requesting proposal.

Bidding guidelines and requirements shall follow the Cedar Falls Community School District's non-construction purchasing procedure policy as amended or Federal guidelines, whichever is most restrictive

Buy American

Cedar Falls Community School District supports the Buy American provision requiring schools to purchase, to the maximum extent practical, domestic commodities and products. A domestic commodity or product means an agricultural commodity that is processed in the United States, and/or a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Purchases made in accordance with Buy American provision must still follow applicable procurement rules calling for free and open competition.

Ethics

Ethical behaviors are practices that promote free and open competition. Accurate documentation is important to demonstrate compliance with the contractual terms and the district policies. Ethical violations in the workplace are a serious matter and may result in employee disciplinary action, as per board policy, as well as potential loss of funding for the nutrition program.

Policy Title: *Meal Charges* Code No. *710.4*

In accordance with state and federal law, the Cedar Falls Community School District adopts the following policy to ensure school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day, prevent the overt identification of students with insufficient funds to pay for school meals, and maintain the financial integrity of the nonprofit school nutrition program.

Payment of Meals

Students have use of a meal account. When the balance reaches \$0.00 a student may charge no more than \$30.00 to this account. When an account reaches this limit, a student shall not be allowed to charge further meals until the negative account balance is paid. Students will not be allowed to charge a la carte items if the account has a balance of \$0.00 or less. Funds may be added to accounts by on-line electronic payment or making a payment at the school office.

Students who qualify for free or reduced meal benefits shall never be denied a reimbursable meal, even if they have accrued a negative balance from previous purchases. Students with outstanding meal charge debt shall be allowed to purchase a meal if the student pays for the meal when it is received.

When a lunch account reached the maximum debt limit (\$30.00), students will be provided an alternative meal beginning the next school day. There will be no charge to the student for an alternate meal. Alternative meal for breakfast will be the same as the reimbursable menu option for the day. Alternative meal for lunch will be a sack lunch consisting of a basic sandwich (bread & cheese or similar) or a single entrée, vegetable or fruit of the food service supervisors choosing and up to 8 oz. of unflavored milk. Alternative meals will be provided until the student(s) account is paid in full.

Employees may use a charge account for meals, but may charge no more than \$30.00 to this account. When an account reaches this limit, an employee shall not be allowed to charge further meals or a la carte items until the negative account balance is paid in full.

Negative Account Balances

The school district will make reasonable efforts to notify families when meal account balances are low. Additionally, the school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. The school district will

coordinate communications with families to resolve the matter of unpaid charges. Families will be notified of an outstanding negative balance once the negative balance reaches \$0.00. Families will be notified either by the District's electronic message system (e-mail or text), phone call or letters sent home. Negative balances of \$30.00 or more, not paid prior to the end of the month will be turned over to the superintendent or superintendent's designee for collection. Options may include: collection agencies, small claims court, or any other legal method permitted by law.

Communication of the Policy

The policy and supporting information regarding meal charges shall be provided in writing to:

- All households at or before the start of each school year;
- Students and families who transfer into the district, at time of transfer; and
- All staff responsible for enforcing any aspect of the policy.

Records of how and when the policy and supporting information was communicated to households and staff will be retained.

The superintendent or designee may develop an administrative process to implement this policy.

Item No. 14 – Approval of Superintendent Contract

Board members stated they appreciated Dr. Pattee's leadership. Board members also commented they appreciate the leadership shown by District Administrators in taking a freeze in compensation for the 2018-2019 school year to help with budget restraints the District is currently undertaking. President Coil stated that Dr. Pattee has recommended he take a compensation freeze as well for the 2018-2019 school year. Dr. Talbot reminded the Board that this will be the second freeze in compensation Dr. Pattee has taken in the last three school years. Director Giddens moved and Director Leeper seconded the motion the Board of Education of the Cedar Falls Community School District issue a three (3) year contract to Andrew R. Pattee as Superintendent of Schools with a salary of \$195,943.00 for the first year of the contract, \$3,500 in District car allowance and standard District administrative benefit package. Directors voting in favor of the motion Directors voting in favor of the motion: Coil, Giddens, Leeper, Orvis and Wohlpart. Those voting "no" none. Motion carried.

Item No. 15 – Superintendent's Report

Dr. Pattee reviewed the preliminary Board calendar for the 2018-2019 school year and stated Board members should contact him with specific reports they would like to see this coming school year.

Item No. 16 – Questions, Comments, and Concerns

None

Item No. 17 – Chapter 7 Book Study – Fierce Conversations

The Board finished their study of the book "Grading from the Inside Out" by Tom Schimmer with a review of chapters 8, 9, and 10.

Item No. 18 – Adjournment

Director Orvis moved and Director Giddens seconded the motion to adjourn. Directors voting in favor of the motion: Coil, Giddens, Leeper, Orvis and Wohlpart. Those voting "no" none. Motion carried.

The meeting was adjourned at 7:19 p.m.

Secretary

President