

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 Cedar Falls Community Center, 528 Main 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 Jeff Hassman in the chair, and the following named Directors: Joyce Coil, Nate Gruber, Jenny Leeper, Susie Hines, Lowell Stutzman, and RJ Meyer. Others in attendance were: Dr. Andrew Pattee, Superintendent, Denelle Gonnerman, Chief Financial Officer, Dr. Adrian Talbot, Executive Director of Human Resources and Janelle Darst, Communications Director. Also, in attendance: Laura Wilson, Traci Mallaro, Lorelei Redfern, Melissa Woltz, Clif Paulsen, Alex NewMaster, Tricia Frericks, Grant Redfern, Graham Frey, Harrison Redfern, Jamie Castle, Shaunna Hartsock, and Warren Jennings.

**Item No. 1 – Public Hearing: Cedar Falls High School Pool Project**

President Hassman reported that he had in his possession an affidavit of publication showing the notice of time and place of the hearing for the proposed Cedar Falls High School natatorium project having been published in the Waterloo/Cedar Falls Courier on July 25, 2022. The Board opened the public hearing for the proposed Cedar Falls High School natatorium project.

Comments were received from the following in support of the new High School pool project for safety, education, competitiveness, and inclusion.

Laura Wilson  
Traci Mallaro  
Lorelei Redfern  
Melissa Woltz

Clif Paulsen  
Alex NewMaster  
Tricia Frericks

Grant Redfern  
Graham Frey  
Harrison Redfern

**Item No. 2 – Approval of the Following Consent Agenda Items:**

Director Hines moved and Director Gruber seconded the motion to approve the following items:

1. The agenda of the August 8, 2022 Board of Education meeting
2. Approval of the July 11, 2022 Board of Education minutes
3. Approval of the bills as presented for payment and reviewed by Nate Gruber
4. Approval of Open Enrollment requests

**OPEN ENROLLMENT REPORT**

**August 8, 2022**

America Barron	10 <sup>th</sup> Grade
Current resident district:	Cedar Falls
District requested:	Waterloo
Effective date:	2022-2023 – C
 Genevieve June Bower	 2 <sup>nd</sup> Grade
Current resident district:	Cedar Falls
District requested:	Dike-New Hartford
Effective date:	2022-2023
 Isaac Eutiquio Cortes	 1 <sup>st</sup> Grade
Current resident district:	Cedar Falls
District requested:	Hudson
Effective date:	2022-2023
 Dane Douglas Bruce Reade	 4 <sup>th</sup> Grade
Current resident district:	Cedar Falls
District requested:	Dike-New Hartford
Effective date:	2022-2023
 Liv Charlotte Bruce Reade	 2 <sup>nd</sup> Grade
Current resident district:	Cedar Falls
District requested:	Dike-New Hartford
Effective date:	2022-2023
 Onica Blackledge	 11 <sup>th</sup> Grade
Current resident district:	Cedar Falls
District requested:	Waterloo
Effective date:	2022-2023

Board of Education Minutes

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Samantha P Jeanes	11 <sup>th</sup> Grade
Current resident district:	Cedar Falls
District requested:	Dike-New Hartford
Effective date:	2022-2023
James Vernon Sands	Kindergarten
Current resident district:	Cedar Falls
District requested:	Janesville
Effective date:	2022-2023
Dinard Ameer Yancey	11 <sup>th</sup> Grade
Current resident district:	Cedar Falls
District requested:	Waterloo
Effective date:	2022-2023
Faith Yancey	9 <sup>th</sup> Grade
Current resident district:	Cedar Falls
District requested:	Waterloo
Effective date:	2022-2023
Addison Jadyn Clark	5 <sup>th</sup> Grade
Current resident district:	Janesville
District requested:	Cedar Falls
Effective date:	2022-2023 – C
Ethan Gavin Clark	8 <sup>th</sup> Grade
Current resident district:	Janesville
District requested:	Cedar Falls
Effective date:	2022-2023 – C
Garrett Hayden Clark	7 <sup>th</sup> Grade
Current resident district:	Janesville
District requested:	Cedar Falls
Effective date:	2022-2023 – C
Chance Wayne Gruber	9 <sup>th</sup> Grade
Current resident district:	Waterloo
District requested:	Cedar Falls
Effective date:	2022-2023 – C
Ashantee Sandoria McCoy	1 <sup>st</sup> Grade
Current resident district:	Waterloo
District requested:	Cedar Falls
Effective date:	2022-2023 – C
Tamariana Marissa McCoy	2 <sup>nd</sup> Grade
Current resident district:	Waterloo
District requested:	Cedar Falls
Effective date:	2022-2023 – C
Tamea Marie Nichols	7 <sup>th</sup> Grade
Current resident district:	Waterloo
District requested:	Cedar Falls
Effective date:	2022-2023 – C
Isabella Perkins	6 <sup>th</sup> Grade
Current resident district:	Waterloo
District requested:	Cedar Falls
Effective date:	2022-2023 – C
Arianna Ramirez-White	3 <sup>rd</sup> Grade
Current resident district:	Waterloo
District requested:	Cedar Falls
Effective date:	2022-2023 – C

Milo Schneider Current resident district: District requested: Effective date:	3 <sup>rd</sup> Grade Waterloo Cedar Falls 2022-2023 – C
Fahad Ali Shahid Current resident district: District requested: Effective date:	1 <sup>st</sup> Grade Hudson Cedar Falls 2022-2023 – C
Haider Ali Shahid Current resident district: District requested: Effective date:	10 <sup>th</sup> Grade Hudson Cedar Falls 2022-2023 – C
Angel Reinaldo Sierra Vasquez Current resident district: District requested: Effective date:	4 <sup>th</sup> Grade Waterloo Cedar Falls 2022-2023 – C
Jayden Oliver Walker Current resident district: District requested: Effective date:	8 <sup>th</sup> Grade Waterloo Cedar Falls 2022-2023 – C
Kahliya Walton Current resident district: District requested: Effective date:	4 <sup>th</sup> Grade Waterloo Cedar Falls 2022-2023 – C
Kaiden Lovell Walton Current resident district: District requested: Effective date:	Kindergarten Waterloo Cedar Falls 2022-2023
Kevianna Walton Current resident district: District requested: Effective date:	6 <sup>th</sup> Grade Waterloo Cedar Falls 2022-2023 – C
Ur'Hiness DeQueen Johnson Current resident district: District requested: Effective date:	Kindergarten Waterloo Cedar Falls 2022-2023
Lincoln James Moore Current resident district: District requested: Effective date:	Kindergarten Janesville Cedar Falls 2022-2023
Soraya Taeyanna Anderson Current resident district: District requested: Effective date:	1 <sup>st</sup> Grade Waterloo Cedar Falls 2022-2023
Michole Deon Reed-Muhammad Current resident district: District requested: Effective date:	1 <sup>st</sup> Grade Waterloo Cedar Falls 2022-2023
Alexander Torres Current resident district: District requested: Effective date:	1 <sup>st</sup> Grade Waterloo Cedar Falls 2022-2023

Zinia Tayde Ramirez Vega Current resident district: District requested: Effective date:	1 <sup>st</sup> Grade Waterloo Cedar Falls 2022-2023
Azelia Ariz Ramirez Brenes Current resident district: District requested: Effective date:	3 <sup>rd</sup> Grade Waterloo Cedar Falls 2022-2023
Dezmond Brenes Current resident district: District requested: Effective date:	5 <sup>th</sup> Grade Waterloo Cedar Falls 2022-2023
Rylee Kaye Hillard Current resident district: District requested: Effective date:	5 <sup>th</sup> Grade Waterloo Cedar Falls 2022-2023
Natalie Juliana Landeros Current resident district: District requested: Effective date:	5 <sup>th</sup> Grade Waterloo Cedar Falls 2022-2023
Aamyah Lashay Waters Current resident district: District requested: Effective date:	5 <sup>th</sup> Grade Waterloo Cedar Falls 2022-2023
Jamia Lanae Daniel Current resident district: District requested: Effective date:	6 <sup>th</sup> Grade Waterloo Cedar Falls 2022-2023
Allysia Jean Condon Current resident district: District requested: Effective date:	9 <sup>th</sup> Grade Union Cedar Falls 2022-2023
Evelyn Mae Johnston Current resident district: District requested: Effective date:	10 <sup>th</sup> Grade Waterloo Cedar Falls 2022-2023
Audrianna Nicole Torres-Guzman Current resident district: District requested: Effective date:	11 <sup>th</sup> Grade Waterloo Cedar Falls 2022-2023
*Majesty DeQueuce Johnson Current resident district: District requested: Effective date:	4 <sup>th</sup> Grade Waterloo Cedar Falls 2022-2023
*Kaydince Maria Kay Newman Current resident district: District requested: Effective date:	7 <sup>th</sup> Grade Waterloo Cedar Falls 2022-2023

*Zander Dean Zimple	10 <sup>th</sup> Grade
Current resident district:	Dike-New Hartford
District requested:	Cedar Falls
Effective date:	2022-2023
*Cameron Miller	11 <sup>th</sup> Grade
Current resident district:	Waterloo
District requested:	Cedar Falls
Effective date:	2022-2023

\*These will be denied

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

#### Item No. 2 – Public Comment

#### Item No. 3 – Communications

Janelle Darst reported on the following:

- First day of School August 23, 2022
- Information on registration
- Free & Reduced meal application
- Para Educator job fair at Hansen Elementary, August 9, 2021
- Congratulations to Ashley Vanderhaar, Cedar Falls Lions 2022 Outstanding Educator award
- 2022-2023 Fall Sports kick-off
- Tiger Booster Club enrollment information
- Update on New High School construction
- One Team One Dream Fund raising
- Equity resources website

#### Item No. 4 – Secretary’s Monthly Financial Reports

Mrs. Gonnerman reviewed the monthly balances for June 2022 for the general fund, schoolhouse, student activity and food service. President Hassman reported that the report would be filed subject to audit.

#### Item No. 5 – Secretary’s Monthly Financial Reports

Mrs. Gonnerman reviewed the monthly balances for July 2022 for the general fund, schoolhouse, student activity and food service. President Hassman reported that the report would be filed subject to audit.

#### Item No. 6 – Approval of 2022-2023 Legislative Priorities

Dr. Pattee and the Board reviewed the proposed list of 2022-2023 Legislative priorities as developed by the Iowa Association of School Boards (IASB) for the 2022 Iowa Legislative session and approved the following priorities.

#### **STANDARDS AND ACCOUNTABILITY**

Supports continued progress in the development of rigorous content standards and benchmarks that reflect the real-world knowledge and skills students need to graduate from high school prepared for college or to enter the workforce, including the following state actions:

- Provide and fund technical assistance to help school districts fully implement the Iowa Core Content Standards which define what students should know and be able to do in math, science, literacy, social studies, and 21st Century skills;
- Continue to improve the implementation of the statewide assessment to ensure alignment to the Iowa Core Content standards and provide the necessary funding and technological capacity for every student to successfully complete the assessment;

- Support research-based professional development that provides educators with training, support and time to work together so that they can successfully teach a rigorous curriculum to all students. Ensure that curriculum decisions about how to teach remain in the hands of local schools and teachers; and
- Include and fund all the components of successful standards systems: assessments aligned to high expectations, improved and aligned instruction and quality professional development.
- Provide programming and funding for career and technical education and apprenticeships.

IASB supports development of model content standards, recommended assessments and professional development supports in additional content areas but opposes expanding accountability, reporting and accreditation requirements in these areas.

### **MENTAL HEALTH**

Supports efforts to establish comprehensive community mental health systems to offer preventative and treatment services and comprehensive school mental health programs that include:

- Increased access for in-school and tele-health services;
- Increased access to mental health professionals via in-person or tele-health visits;
- Creation of a categorical funding stream designated for mental health professionals serving students and ongoing teacher, administrator, and support staff mental health training;
- Ongoing teacher, administrator, and support staff training to improve the awareness and understanding of child emotional and mental health needs;
- Integration of suicide prevention and coping skills into existing curriculum;
- Expanding state-funded loan forgiveness programs to include mental health professionals who agree to provide services to schools;
- An ongoing mental health resources clearinghouse for schools and community providers; and
- Trainings that include a referral plan for continuing action provided by mental health professionals outside of the school district.

### **TEACHER RECRUITMENT AND LICENSURE**

Supports additional tools to attract individuals to the teaching profession, especially for teacher shortage areas including:

- Alternative teacher licensure upon completion of research-based teaching pedagogy training in addition to content knowledge in a curricular area;
- Pathways for individuals with non-traditional or international educational backgrounds to meet licensure qualifications;
- Reciprocity agreements with other states with high-quality education programs so as to increase diversity among our certified teachers and administrators;
- Expansion of programs such as: Teach Iowa Scholar, Troops to teachers, Teacher intern Program, and others as approved by the Board of Examiners;
- Programs designed to recruit and retain teachers that will better match the demographic makeup of our student population; and
- Advocate for funding of loan forgiveness programs, grants, and stipends that will make education careers a more attractive and affordable option.

### **SUPPLEMENTAL STATE AID**

Supports setting supplemental state aid:

- At a rate that sufficiently supports local districts' effort to plan, create and sustain world-class schools;
- For FY 2023, by January 28, 2022; and
- For FY 2024 and future budget years, at least 14 months prior to the certification of the school's district budgets;
- Within the statutory requirements allows districts to make sound financial decisions on programs, staffing levels, in order to provide the best possible education to all students.
- By a formula driven method for establishing the supplemental state aid growth rate if it is not set within the statutory requirements.
- That maintains an appropriate balance between using the state's general fund and property tax revenue.

### **EXPANDING EDUCATIONAL OPPORTUNITIES**

Supports providing the flexibility to expand educational opportunities and choices for students and families. Educational options must remain under the sole authority of locally elected school boards charged with representing community interests and accountability. IASB supports efforts including:

- Investment in magnet and innovation schools; expansion in flexible program offerings; and greater partnerships among schools and community organizations;
- Establishment of charter schools under the direction of the locally elected public school board; and
- Establishment or use of online schools or classes while maintaining per pupil funding.

Supports opportunities for continued collaboration between public and nonpublic schools; however, the association opposes the is of additional taxpayer funds for the creation of vouchers for educational savings accounts or an increase in tax credits or deductions directed toward nonpublic schools.

After discussion, Director Stutzman moved and Director Hines seconded the motion to approve the 2022-2023 Legislative Priorities. Directors voting in favor of the motion: Coil, Gruber, Hassman, Hines, Leeper, Meyer and Stutzman. Those voting “no” none. Motion carried.

#### Item No. 7 – Approval of Second Reading of Board Policies 400

Dr. Pattee reviewed Board Policy series 400: After a brief discussion, Director Leeper moved and Director Meyer seconded the motion to approve the second of two readings of Board Policy Series 400 as recommended. Directors voting in favor of the motion: Coil, Gruber, Hassman, Hines, Leeper, Meyer and Stutzman. Those voting “no” none. Motion carried.

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

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

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

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

The Board recognizes its duty to bargain collectively with duly certified collective bargaining units. To the extent a group of employees has a recognized collective bargaining unit, the provisions of the master contract regarding such topics shall prevail. All employees of the District shall be governed by the policies of the Board of Education and by administrative procedures, rules and directives. Persons employed by another organization to perform services for the District shall not be granted salary or benefits by the District, but shall be subject to other District policies and administrative procedures, rules and directives while performing services for the District. The Board of Education reserves discretion, which may be delegated to administrative personnel, to determine the number of positions and employees, the qualifications for and the duties of each position in the District, and the required standards of performance of employees.

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

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

#### **Administrators**

The term “administrators” shall include professional licensed employees employed under contracts issued pursuant to Iowa Code Section 279.23 and shall include the Superintendent of Schools, the Associate Superintendent of Instruction and Learning, the Executive Director of Student Services, the Executive Director of Enrichment and Special Programs, principals, and associate principals. The term shall also include the Executive Director of Human Resources and the Chief Financial Officer, positions not covered by the stipulations of Iowa Code Section 279.23.

### **Directors, Associate Directors, Supervisors, Managers and Coordinators**

Unless the context otherwise requires, such as by reference to an employee's "immediate supervisor," the term "supervisors" shall include supervisory employees who are not licensed employees, including the Supervisor of Financial Services, the Supervisor and ~~the~~ Manager of Food Services, the Director of Buildings and Grounds, ~~the~~ Manager of Custodial Services, the Director of Transportation, and the Director of Information Technology Services. Directors, Associate Directors, and Coordinators provide leadership for a function or area, which may include the work direction of other employees, typically under the direction and guidance of a higher level supervisor or administrator. Such positions include, but not limited to the Director of Communications and Community Relations, Associate Director of Student Services, Associate Director of Curriculum and Instruction, Associate Director of Instructional Technology, Coordinator of TAP (Transition Alliance Program), and Coordinator of Preschool.

### **Licensed Employees**

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

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

### **Classified Employees**

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

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

### **Full-Time Employees**

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

### **Part-Time Employees**

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

### **Temporary Employees**

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

### **12-Month Employees**

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

Policy Title: *Equal Employment Opportunity/Affirmative Action* Code No. *401.2*

### **Selection for Employment and Assignments**

The Cedar Falls Community School District will select for employment qualified applicants for each position without improper discrimination on the basis of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, ethnic background, age, disability, or genetic information. Persons with disabilities who can perform the essential functions of an assignment with or without reasonable accommodations shall be considered qualified applicants. The District shall take affirmative action in the recruitment, appointment, assignment, and advancement of personnel to accomplish the goals of equal employment opportunity. In keeping with the law, the District shall consider the veteran status of applicants.



### **Employment Conditions**

The Cedar Falls Community School District will not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, creed, religion, sex, sexual orientation, gender identity, national origin, ethnic background, age, disability, or genetic information.

### **Complaints of Discrimination**

Any applicant or employee alleging discrimination on the basis of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, ethnic background, age, disability, or genetic information may follow the complaint procedures set forth in Policy 401.4. The complainant may bypass any step of the complaint procedure where the person to whom the complaint is to be lodged is the alleged perpetrator. The complainant may file the initial complaint with the compliance officer, whose decision may be appealed to the superintendent or designee. Inquiries or complaints may also be directed to federal and state agencies including the Iowa Civil Rights Commission, the Equal Employment Opportunity Commission, and the Office of Civil Rights of the United States Department of Education.

The complainant may be required to complete a complaint form and turn over copies of evidence of discrimination including, but not limited to, recordings, memoranda, letters, and pictures. The investigator shall promptly commence an investigation and proceed to completion. Both the complainant and the alleged perpetrator will be given an opportunity to give a statement. A written investigation report shall be completed, and a summary of the report (including a finding that the complaint was founded, unfounded, or inconclusive) will be forwarded to the complainant and to the alleged perpetrator.

### **Compliance Officer**

The executive director of human resources shall be designated as the District's compliance officer to insure that applicants and employees are treated in accordance with this policy. In the event the executive director of human resources is the alleged perpetrator, the associate superintendent for teaching and learning shall be the alternate compliance officer. The compliance officer shall also be responsible for coordinating the preparation, implementation, evaluation, and updating of written equal employment opportunity and affirmative action plans, with systematic input from diverse racial/ethnic groups, women, men, and persons with disabilities.

### **Confidentiality**

The right of confidentiality, both of the complainant and of the alleged perpetrator, will be respected to the extent possible consistent with the District's legal obligations to investigate allegations of misconduct and to take corrective action when misconduct has occurred. Complaints of discrimination shall not be filed in the complainant's personnel file.

### **No Retaliation**

No person shall retaliate against another person because the person has filed a discrimination complaint, assisted or participated in an investigation, or has opposed language or conduct that violates this policy, as long as the participation or action was done in good faith.

### **Corrective Action**

The District will take action to halt any improper discrimination or retaliation and will take other appropriate corrective actions to remedy all violations of this policy. This may include disciplinary measures, including discharge of a perpetrator.

### **Notice**

In order to effectively communicate and interpret the District's policy to all levels of the administration and to all other employees, applicants, educational agencies and to the public, a statement of the District's policy shall be distributed to all applicants for employment and shall be disseminated annually to employees, students, parents, and recruitment sources. District employees involved in the hiring or supervision of personnel shall be trained on proper equal employment opportunity procedures.

### **Title IX: Discrimination and Harassment Based on Sex Prohibited**

The District has separate procedures for reports or complaints of sexual harassment governed by Title IX of the Education Amendments Act of 1972. The policy governing such instances is Code No. 504.5.2: Discrimination and Harassment Based on Sex Prohibited. Procedures for addressing such reports or complaints are available as follows:

Electronically on the District website at [www.cfschools.org/about-us/TitleIX](http://www.cfschools.org/about-us/TitleIX)

Paper copies are available in the administrative office and school counselor's office at each school as well as in the Human Resource Department in the Robinson Administration Center.

DISCRIMINATION/HARASSMENT COMPLAINT FORM

Please complete the following as fully as possible. If you need assistance, contact the compliance officer.

Date of Complaint: \_\_\_\_\_

Name of Complainant: \_\_\_\_\_

Position and Building of Complainant: \_\_\_\_\_

Primary Address: \_\_\_\_\_

Primary Telephone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Name and Position of Alleged Perpetrator: \_\_\_\_\_

Discrimination Alleged:

_____ Race, Color	_____ Sexual Orientation
_____ Sex/Gender	_____ Gender Identity
_____ Religion, Creed	_____ Age
_____ National Origin, Ethnic Background	_____ Disability
_____ Other _____	_____ Genetic Information

Statement of Discrimination/Harassment: (Include dates, places and persons involved in incidents, if known. List any witnesses, their position and addresses and telephone numbers. Attach any pertinent written documents. Describe any actions you took in response to the incidents.)

I agree that all of the information on this form is given in good faith and is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS STATEMENT

Date of Interview: \_\_\_\_\_

Interviewer: \_\_\_\_\_

Name of Person Giving Statement: \_\_\_\_\_

Position and Building of Witness: \_\_\_\_\_

Primary Address: \_\_\_\_\_

Primary Telephone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Statement: (Include dates, places and persons involved if known.)

I agree that all of the information on this form is given in good faith and is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_

**SUMMARY OF DISPOSITION OF DISCRIMINATION/HARASSMENT COMPLAINT**

Name of Complainant: \_\_\_\_\_

Position and Building of Complainant: \_\_\_\_\_

Name and Position of Alleged Perpetrator/Respondent: \_\_\_\_\_

Date of Initial Complaint \_\_\_\_\_

Nature of Harassment Alleged:

_____ Race, Color	_____ Sex/Gender
_____ Sexual Orientation	_____ Age
_____ Religion, Creed	_____ Disability
_____ National Origin, Ethnic Background	_____ Gender Identity
_____ Other _____	_____ Genetic Information

Conclusion:	_____ Founded	(The totality of the evidence reasonably demonstrates the actions occurred and constituted improper discrimination or harassment.)
	_____ Unfounded	(It is reasonable to believe that the actions complained of did not occur, or were not so serious or pervasive as to constitute improper discrimination or harassment.)
	_____ Inconclusive	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

Copies to:

\_\_\_\_\_ Complainant  
\_\_\_\_\_ Alleged Perpetrator/Respondent  
\_\_\_\_\_ Superintendent or Designee

Policy Title:

***Harassment***

Code No. **401.3**

**Purpose**

The District is committed to promoting positive intercultural, intergroup relationships. The District, therefore, prohibits acts of intolerance or harassment toward others because of race, color, religion, creed, ethnic background, national origin, age, disability, sex, sexual orientation, gender identity, genetic information, or other factors that are likewise not reasonably related to the individual's employment.

Employees are expected to conduct themselves at all times in a manner which fosters an atmosphere of tolerance, mutual respect, and collaboration. The following will not be tolerated: verbal, nonverbal, physical or other acts, gestures, statements, and the like which place another employee in reasonable fear of harm to the employee or his/her property; has a detrimental effect on the employee's physical, emotional, or mental health; has the effect of substantially interfering with the employee's work performance; or creates an intimidating, offensive or hostile environment.

**Sexual Harassment**

*General* – It is the policy of the Cedar Falls Community School District to maintain a learning and working environment that is free from sexual harassment. Because of the District's strong disapproval of offensive or inappropriate sexual behavior at work, all employees, officials and visitors must avoid any action or conduct which could be perceived as sexual harassment. It shall be a violation of this policy for any employee, official or visitor of the District to harass others through conduct or communications of a sexual nature as defined below.

*Definition* – Sexual harassment shall consist of unwelcome sexual advances, requests for sexual acts or favors, and other verbal or physical conduct of a sexual nature where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
3. Such conduct is so sufficiently severe, persistent, or pervasive that it has the purpose or effect of substantially interfering with an individual's employment or creates an intimidating, hostile, or offensive employment environment.

Sexual harassment may include, but is not limited to the following:

- verbal or written harassment or abuse
- pressure for sexual activity
- repeated remarks to or about a person with sexual or demeaning implications
- unwelcome touching
- suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's job
- the telling or showing of offensive jokes and stories
- display of sexually graphic pictures

**Harassment Complaint Procedures**

Any employee who alleges improper harassment by any person in the District may follow the complaint procedures set forth in Policy 401.4. The complainant may bypass any step of the complaint procedure where the person to whom the complaint is to be lodged is the alleged perpetrator. The complainant may file the initial complaint with the compliance officer, whose decision may be appealed to the superintendent or designee. Inquiries or complaints may also be directed to federal and state agencies including the Iowa Civil Rights Commission, the Equal Employment Opportunity Commission, and the Office of Civil Rights of the United States Department of Education.

The complainant may be required to complete a harassment complaint form and to turn over copies of evidence of harassment, including, but not limited to, letters, recordings, and pictures. The investigator shall promptly commence an investigation and proceed to completion. Both the complainant and the alleged perpetrator will be given an opportunity to give a statement. A written investigation report shall be completed, and a summary of the report "including a finding that

the complaint was founded, unfounded, or inconclusive” will be forwarded to the complainant and to the alleged perpetrator.

#### **Compliance Officer**

The executive director of human resources shall be designated as the District’s compliance officer to insure that applicants and employees are treated in accordance with this policy. In the event the executive director of human resources is the alleged perpetrator, the associate superintendent shall be the alternate compliance officer.

#### **Confidentiality**

The right to confidentiality, both of the complainant and of the alleged perpetrator, will be respected to the extent possible consistent with the District’s legal obligations to investigate allegations of misconduct and to take corrective action when misconduct has occurred. Complaints of harassment shall not be filed in the complainant’s personnel file.

#### **No Retaliation**

No person shall retaliate against another person because the person has filed a harassment complaint, assisted or participated in an investigation, or has opposed language or conduct that violates this policy, as long as the participation or action was done in good faith.

#### **Corrective Actions**

The District will take action to halt any improper harassment or retaliation and will take other appropriate corrective actions to remedy all violations of this policy. This may include disciplinary measures, including discharge of a perpetrator.

#### **Notification**

Notice of this policy will be circulated on an annual basis and incorporated into staff handbooks.

#### **Staff Development**

Periodic training shall be provided all staff regarding the nature and prohibition of harassment.

#### **Title IX: Discrimination and Harassment Based on Sex Prohibited**

The District has separate procedures for reports or complaints of sexual harassment governed by Title IX of the Education Amendments Act of 1972. The policy governing such instances is Code No. 504.5.2: *Discrimination and Harassment Based on Sex Prohibited*. Procedures for addressing such reports or complaints are available as follows:

Electronically on the District website at [www.cfschools.org/about-us/TitleIX](http://www.cfschools.org/about-us/TitleIX)

Paper copies are available in the administrative office and school counselor’s office at each school as well as in the Human Resource Department in the Robinson Administration Center.

**Code Number 401.3**

Exhibit A

Page 1 of 1

#### **DISCRIMINATION/HARASSMENT COMPLAINT FORM**

Please complete the following as fully as possible. If you need assistance, contact the compliance officer.

Date of Complaint: \_\_\_\_\_

Name of Complainant: \_\_\_\_\_

Position and Building of Complainant: \_\_\_\_\_

\_\_\_\_\_

Primary Address: \_\_\_\_\_

Primary Telephone: (     ) \_\_\_\_\_ Email: \_\_\_\_\_

Name and Position of Alleged Perpetrator: \_\_\_\_\_

Discrimination Alleged:

_____ Race, Color	_____ Sexual Orientation
_____ Sex/Gender	_____ Age
_____ Religion, Creed	_____ Disability
_____ National Origin, Ethnic Background	_____ Gender Identity
_____ Other _____	_____ Genetic Information

Statement of Discrimination/Harassment: (Include dates, places and persons involved in incidents, if known. List any witnesses, their position, addresses and telephone numbers. Attach any pertinent written documents. Describe any actions you took in response to the incidents.)

I agree that all of the information on this form is given in good faith and is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_

**Code Number 401.3**  
Exhibit B  
Page 1 of 1

WITNESS STATEMENT

Date of Interview: \_\_\_\_\_

Interviewer: \_\_\_\_\_

Name of Person Giving Statement: \_\_\_\_\_

Position and Building of Witness: \_\_\_\_\_

\_\_\_\_\_

Primary Address: \_\_\_\_\_

\_\_\_\_\_

Primary Telephone: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Statement: (Include dates, places and persons involved if known.)

I agree that all of the information on this form is given in good faith and is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_

SUMMARY OF DISPOSITION OF DISCRIMINATION/HARASSMENT COMPLAINT

Name of Complainant: \_\_\_\_\_

Position and Building of Complainant: \_\_\_\_\_  
\_\_\_\_\_

Name and Position of Alleged Perpetrator/Respondent: \_\_\_\_\_  
\_\_\_\_\_

Date of Initial Complaint \_\_\_\_\_

Nature of Harassment Alleged:

_____ Race, Color	_____ Sex/Gender
_____ Sexual Orientation	_____ Age
_____ Religion, Creed	_____ Disability
_____ National Origin, Ethnic Background	_____ Gender Identity
_____ Other _____	_____ Genetic Information

Summary of Investigation:

Conclusion:	_____ Founded	(The totality of the evidence reasonably demonstrates the actions occurred and constituted improper discrimination or harassment.)
	_____ Unfounded	(It is reasonable to believe that the actions complained of did not occur, or were not so serious or pervasive as to constitute improper discrimination or harassment.)
	_____ Inconclusive	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

Copies to:

\_\_\_\_\_ Complainant  
\_\_\_\_\_ Alleged Perpetrator/Respondent  
\_\_\_\_\_ Superintendent or Designee

Policy Title:

*Employee Complaint Procedures*

Code No. **401.4**

**Purpose**

The purpose of these complaint procedures is to resolve, at the lowest possible level, complaints of employees which may arise from time to time regarding their working conditions.

**Exclusion**

Any matter brought under a grievance procedure of a collective bargaining agreement shall not also be brought under the procedures of this policy.

**Procedures**

Any employee with a complaint regarding his/her working conditions may first discuss such complaint with his/her immediate supervisor in an attempt to resolve the matter informally. The immediate supervisor should be informed of the complaint within 15 working days of the event giving rise to the complaint, and the supervisor shall attempt to meet with the employee within 15 working days of being notified. This informal step may be bypassed.

If the matter is not satisfactorily resolved, the employee may file a written complaint with the immediate supervisor. The complaint should be filed within 15 working days of the event giving rise to the complaint or within 15 working days following the discussion with the immediate supervisor. The immediate supervisor shall attempt to indicate the disposition of the complaint in writing within 15 working days of the filing of the written complaint.

If the employee feels that the matter is not satisfactorily resolved, he/she may file the written complaint and the immediate supervisor's disposition with the next level supervisor along with a request for further review. The request should be filed within ten working days of the disposition by the immediate supervisor. The next level supervisor shall attempt to indicate the disposition of the complaint in writing within 15 working days of the filing of the request for further review.

If the matter is not satisfactorily resolved, the employee may continue to file requests for further review through the chain of authority through the superintendent or designee. The same procedures and timelines as set forth above for review by a next level supervisor shall apply through the chain of authority through the superintendent or designee.

If the employee still feels that the matter is not satisfactorily resolved, the employee may request to appear before the Board of Education by filing the written complaint and the written dispositions with the Board of Education secretary and ask for a place on the agenda. The Board of Education secretary shall consult with the Board of Education president. The Board of Education president may direct that the matter be placed on the Board of Education agenda. If the Board of Education president declines to place the matter on the Board of Education agenda, the superintendent or designee's decision shall be final. If the matter is placed on the Board of Education agenda, the employee may appear at the Board of Education meeting and discuss the matter with the Board of Education. The administrative staff may also discuss the matter with the Board of Education. Prior to the Board of Education meeting at which the matter will be discussed, the Board of Education Secretary should ascertain whether a closed session may be appropriate. The Board of Education may refuse in its sole discretion to take action on the complaint or the Board of Education shall decide the matter as soon as practicable, and the Board of Education secretary shall communicate the Board of Education's decision to the employee. If the Board of Education declines to decide the matter, the disposition of the superintendent or designee shall be final.

**Non-interference**

To the extent possible, all investigations, handling or processing of any complaint shall be conducted so as to result in no interference with or interruption of work activities.

**Discrimination and Harassment Complaints**

Employees alleging improper discrimination or harassment may bypass any step of these procedures which requires the employee to meet with the alleged perpetrator. The complainant may file the initial complaint with the compliance officer.

**No Retaliation**

No person shall retaliate against another person because the person has filed a complaint, assisted or participated in an investigation, as long as the participation or action was in good faith.



**EMPLOYEE COMPLAINT FORM  
CEDAR FALLS COMMUNITY SCHOOL DISTRICT**

Date Filed: \_\_\_\_\_

Name of Complainant: \_\_\_\_\_

Building: \_\_\_\_\_

Primary Number: \_\_\_\_\_

Primary Address: \_\_\_\_\_

\_\_\_\_\_ Home Telephone \_\_\_\_\_

E-mail: \_\_\_\_\_

Statement of Complaint (include specific statement of incident(s), dates, persons involved, witnesses, and any other pertinent facts):

Remedy Sought:

Date you held informal meeting with Immediate Supervisor (if applicable): \_\_\_\_\_

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

**Code Number 401.4**  
Exhibit A  
Page 2 of 3

Date Received by Immediate Supervisor: \_\_\_\_\_

Response by Immediate Supervisor:

\_\_\_\_\_  
Signature of Immediate Supervisor

\_\_\_\_\_  
Date

I wish to have this reconsidered by the supervisor of my immediate supervisor.

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Received by Next Level Supervisor

\_\_\_\_\_  
Date of Conference with Next Level Supervisor

Response by Next Level Supervisor:

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

I wish to have this reconsidered by the Superintendent or designee.

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Filed with Superintendent or Designee

\_\_\_\_\_  
Date of Conference with Superintendent or Designee

Response by Superintendent or Designee:

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

I wish to have this matter placed on the Board of Education agenda:

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

Date Received by Board of Education Secretary: \_\_\_\_\_

Denied: \_\_\_\_\_ OR  
Board of Education President

Placed on Board of Education Agenda for: \_\_\_\_\_  
Date Time

Disposition by Board of Education:

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

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

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

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

The District may consider public information and other information to which it has lawful access. This may include information that is contained in social networking sites, blogs, and other websites. If there is information that pertains to the applicant that requires explanation, interpretation, or clarification when it is considered by the District, it is the applicant's obligation to communicate this information to the District. Information that is relevant to the District's decisions may be considered regardless of the date on which the District obtains the information and regardless of the date on which the information was first published, created, or made accessible to the District.

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

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

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

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

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

Employment of administrators and teachers shall require Board of Education approval. The Superintendent however, will have the authority to employ a licensed teacher on a temporary basis until a recommendation can be made and action can be taken by the Board on the position. The superintendent or designee will have the authority to employ:

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

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

Policy Title: *Licensure and Transcripts* Code No. **401.7**

All employees, including temporary employees, required to hold a certificate, license, statement of professional recognition, or authorization from the State of Iowa or any of its agencies or Board of Educations' are required to have the certificate, license or statement valid for the position for which they have been employed on file with the Human Resource Department prior to commencing duties. It shall be the sole responsibility of each employee to maintain current licensure or certification. Employees may not continue to be employed or to be paid if not properly licensed or certified.

Licensed employees are required to have an official college transcript on file with the Human Resource Department prior to commencing duties. Employees earning additional credits shall file an official college transcript with the Human Resource Department. Temporary employees may also be required to file a transcript.

Policy Title: *Individual Contracts* Code No. **401.8**

**Contracts with Administrators**

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

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

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

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

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

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

**Contracts with Licensed Teachers**

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

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

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

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

contract. However, a resignation or termination from a teaching contract shall automatically be a resignation or termination from all coaching contracts held by the employee.

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

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

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

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

Policy Title:

***Employees at Will***

Code No. **401.9**

Classified employees, licensed employees, (with the exception of teachers and administrators), directors, associate directors, supervisors, and coordinators may have letters of appointment or may be issued written contracts stating the salary or hourly wage rate. Classified employees, licensed employees, supervisors, and coordinators are not guaranteed a minimum number of days or hours of employment. All classified employees, licensed employees (with the exception of teachers and administrators), directors, associate directors, supervisors, and coordinators whether they do or do not have written contracts are considered “at will” employees who may be terminated at any time for any reason. The superintendent or designee has the authority to hire classified employees, licensed employees (with the exception of teachers and administrators), directors, associate directors, supervisors, and coordinators without advance Board of Education approval. The superintendent or designee has authority to discipline and discharge classified employees, licensed employees (with the exception of discharge of teachers and administrators), directors, associate directors, supervisors, and coordinators without advance Board of Education approval, subject to the right of the employee to appeal such decision under the complaint procedure of Code No. 401.4, or as otherwise specified by law. Classified employees, licensed employees, (with the exception of teachers and administrators), directors, associate directors, supervisors, and coordinators are not automatically re-employed each school year.

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

Policy Title:

***Probationary Status***

Code No. **401.10**

**“RESCIND” THE POLICY; THE POLICY NUMBER WILL NOT BE IN USE**

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

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

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

Only the District, at its discretion, may waive the probationary period for any licensed teacher who has previously served a probationary period in another Iowa school district. The District may extend the probationary period for one additional year with the consent of the licensed teacher or licensed administrator. The District will make the decision to extend or waive a licensed employee’s probationary status based upon the superintendent or designee’s recommendation.

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

Policy Title:

*Resignations*

Code No. **401.11**

**Form**

Resignations shall be submitted in writing, signed and dated by the resigning party and delivered to the director of human resources.

**Regular Time for Submitting Resignations**

**Administrators**

Administrators shall submit their written resignations in the last year of the term of their employment on or before May 1, or on or before the date specified by the Board of Education for return of the contract, whichever date occurs first.

**Licensed Employees Other Than Administrators**

Licensed employees, other than administrators, shall submit their written resignations on or before the last day of the school year or on or before the date specified by the Board of Education for return of the contract, whichever date occurs first.

The Board of Education may require a continuing employee who has resigned from an interscholastic coaching contract to accept the coaching contract for one additional year if a good faith effort to find a suitable replacement has been made but the position is not filled by June 1.

**Directors, Associate Directors, Supervisors, Coordinators, and Classified Employees**

Employees shall submit their written resignations at least 14 calendar days prior to their departure dates.

**Early Release Requests by Licensed Employees**

The Board of Education recognizes that there are some circumstances which force an employee to request a release from a contract before the expiration date of the contract. The Board of Education also recognizes that the District suffers difficulties and expenses in finding a suitable replacement, fewer applicants may be available during a contract term, and that a late resignation causes disruption to the District's programs. The Board of Education believes that any employee who signs a contract should fulfill the contract to the best of the employee's ability.

A licensed employee who wishes to resign a contract before the expiration date of the contract shall submit a signed written request setting out the reasons for the requested release and the date of the requested release. The licensed employee shall be released from the contract only if the Board of Education, in its sole discretion, determines that an unusual circumstance exists for an early release from the contract and a suitable replacement is found.

Licensed employees requesting a release from a contract after June 30 may be required to reimburse the District \$3,000 (three-thousand dollars) for the quantifiable and unquantifiable costs of finding a replacement including, but not limit to, staff resources, a diminished applicant pool, and other additional stressors. Payment of these costs shall be a condition for release from the contract.

The licensed employee shall be expected to continue performing services under the contract until a suitable replacement can be secured and a written release is obtained from the Board of Education.

A licensed employee may seek a waiver from the Board of Education of any of the conditions set forth for requesting a release prior to the expiration date of the contract. The Board of Education, on its own or following a request, may, in its discretion, waive any of the conditions.

In the event a licensed employee terminates employment without proper release, the superintendent or designee is directed to file a complaint with the Iowa Board of Educational Examiners, and the superintendent or designee may pursue any other remedies under the law.

Policy Title:

*Discipline and Discharge*

Code No. **401.12**

**Expected Behavior**

All employees shall perform their assigned duties cooperatively and competently and in accordance with District policies, rules, regulations and directives. All employees are also expected to obey the laws, to adhere to professional ethics, and to abstain from behavior which adversely affects their job performance or the performance of others.

### **Sanctions**

The superintendent or designee may impose disciplinary sanctions for circumstance which include, but are not limited to, breach of expected behavior, failure to meet performance expectations, failure of an employee to return to work on the specified date following a leave of absence or vacation, failure to communicate in a timely manner an inability to return to work on the specified date following a leave of absence or vacation, or failure to provide a legitimate reason for failing to return on the specified date following a leave of absence or vacation, insubordination, neglect of duties, abusive language, dishonesty, or failure to comply with Board of Education policy. Insubordination includes, but is not limited to, disobedience, failure or refusal to follow the written or oral instructions of a supervisor or representative of the District, failure or refusal to carry out work assignments, or the use of abusive language toward a supervisor. Neglect of duties includes, but is not limited to, failure to perform duties as outlined in the employee's job description or carry out reasonable assignments or instructions, failure to follow the proper procedures or policies of the District, working on personal jobs or carrying on secondary employment on District time, or negligence in the operation of or care of any equipment or vehicle which results in either damage to the equipment or vehicle or results in injury to the employee or others.

Disciplinary sanctions which may be imposed include: verbal or written warnings or reprimands, disciplinary probation, disciplinary reassignment, disciplinary suspensions not to exceed ten work days (with or without pay), and/or termination of employment. The nature and duration of the disciplinary sanction shall depend upon the seriousness of the offense, extenuating or exacerbating circumstances, and the employee's prior work record. The sanctions listed in this policy are not intended to provide a rank ordering of sanctions, and probation, reassignment or suspension may be imposed without first imposing a warning or an employee may be discharged without first applying any of these sanctions.

### **Procedures**

Prior to imposing a disciplinary sanction, the employee shall be orally told of the charges and given a summary of the evidence supporting the charges. The employee shall be given an opportunity to respond to the charges. No delay need be given between notice of the charges and the chance to respond. Written notice of the terms of the disciplinary action shall be given to the employee other than for oral warnings or reprimands. If the employee believes that the disciplinary sanction is unwarranted, the employee may file a complaint utilizing the employee complaint procedures of Code No. 401.4. At any step of the complaint procedure, the person hearing the complaint may impose a less severe or more severe disciplinary sanction.

### **Suspensions Pending Action**

An employee may be suspended by the superintendent or designee pending an investigation into charges against an employee or pending the commencement of discharge proceedings. This shall not be deemed a disciplinary suspension and shall not be covered by the procedures set forth in the prior paragraph.

### **Discharge**

The Board of Education may terminate the contract of a licensed teacher or administrator in accordance with applicable provisions of Chapter 279 of the Code of Iowa. Sanctions specified in this policy need not be first utilized. The Board of Education may terminate the employment of an individual who holds a coaching contract but not a teaching contract with the District or who is authorized but not licensed to coach at any time or in accordance with the terms of the contract.

The superintendent or designee may terminate the employment of a classified employee, licensed employee not covered by the provisions of Chapter 279 of the Code of Iowa, supervisor or coordinator immediately for any reason. Such an employee may appeal the action utilizing the employee complaint procedures of Code No. 401.4.

Policy Title:

*Assignments and Transfers*

Code No. **401.13**

### **Employees Other Than Administrators and Supervisors**

Employees shall be assigned to positions and work assignments based upon the qualifications of the employee and the needs of the District as determined by the Board of Education and/or by the administrators and supervisors. Changes in assignment may be made at the initiative of the superintendent or designee, other administrators or supervisory employees, or at the request of the employee. Instructional personnel will ordinarily continue in their current building for the succeeding years unless notified.

### **Administrators and Supervisors**

Administrators and supervisors shall be assigned to positions and work assignments based upon the qualifications of the administrators and supervisors and the needs of the District as determined by the Board of Education and/or by the superintendent or designee. Changes in assignment may be made by the superintendent or designee, or at the request of the administrator or supervisor a change may be considered. An administrator or supervisor being involuntarily transferred shall have a right to a conference with the superintendent or designee.

Policy Title:

*Formal Evaluations*

Code No. **401.14**

**Evaluation of Superintendent**

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

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

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

**Evaluation of Other Administrators and of Supervisors**

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

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

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

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

**Evaluation of Licensed Employees Other Than Administrators**

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

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

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

**Evaluation of Classified Employees (Other Than Supervisors)**

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

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



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

#### **Other**

Nothing in this policy shall preclude other methods of evaluation in addition to those prescribed herein, which may include self-evaluation, peer-evaluation, or student evaluation and the use of verified comments from individuals from outside the District, including comments from parents and students, as long as such additional sources of evaluation are related to the employee's performance as an employee of the District.

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

#### **Policy Title:**

***Teacher Assistance Program***

**Code No. 401.15**

*If a supervisor or evaluator determines that a teacher, other than a beginning teacher, is not meeting District expectations under the Iowa teaching standards and criteria, or other standards and criteria set, by the District, the teacher may be required to participate in an assistance program(s) for remediation of the identified concerns, in accordance with applicable law.*

#### Definitions

**Evaluator:** The administrator charged with responsibility as the primary evaluator of the teacher.

**Supervisor:** The director of elementary education or the director of secondary education, or both, as appropriate.

**Awareness Phase:** There is an optional awareness phase, which may not extend beyond two months (60 calendar days). This element exists for use in instances where the evaluator responsible for the decision to begin intensive assistance determines that it is appropriate to use the time for informal discussions and collaboration on the performance modifications identified. When implemented, this phase requires participation by the teacher and the evaluator, but may include other persons, as determined by the evaluator and/or supervisor.

**Professional Assistance Phase:** This optional phase is for the purpose of providing assistance through the involvement of the teacher, the evaluator and other person(s), as deemed appropriate for the situation, in working with the teacher to effectively implement identified performance modifications. It may follow an awareness phase, or it may be the initial assistance function. The elements of this phase are determined by the participating parties. If the identified performance concern(s) no longer exist at any point during the professional assistance phase, the evaluator may return the teacher to his/her prior status. That notification will be in written form, and will be included in the teacher's personnel file with a notation that the professional assistance phase activities did not constitute a complete intensive assistance cycle.

**Intensive Assistance Phase (Employment at Risk):** At any time during the awareness phase, if the first phase option has been utilized, or at any time during the professional assistance phase, if the second phase option has been utilized, or at any other time as determined by the evaluator and/or supervisor, the formal intensive assistance program may commence. Intensive assistance involves the provision of organizational support and technical assistance for the remediation of identified teaching and classroom management concerns, and intensive assistance may not function for more than twelve months.

- **Notification:** The teacher will receive a written notification of the fact that formal intensive assistance has been initiated.
- **Limitations:** A teacher who has participated in an ~~in~~ Intensive Assistance (Employment at Risk) Phase is not entitled to participate in a second plan on the same standard during his/her employment with this school district. Iowa Teaching Standards 1-7 will be considered as possible areas for intensive assistance with career teachers. Beginning teachers will not qualify for intensive assistance, and issues emanating from Iowa Teaching Standard 8 will not qualify for this program.
- **Assistance Strategies:** The evaluators and other persons appointed by the evaluator and/or the supervisor to serve on the assistance team with the teacher function as sources of ideas, strategies and methods of instruction and management, and in any other manner deemed appropriate by the evaluator and/or the supervisor. Periodic meetings will be held with the teacher, and classroom observations will be conducted.

- **Documentation:** Appropriate documentation will be maintained for Professional Assistance and Intensive Assistance Phases.
- **Dissolution:** Intensive assistance team activities will cease at the close of the twelve month period or at any other earlier time determined by the evaluator or supervisor.

Policy Title: *Nepotism* Code No. **401.16**

The District may employ more than one member of the same family. As with all employees, the employment of more than one individual in a family is a decision made on the basis of the individual's qualifications, credentials and records. Assignment of family members to the same building or department will be avoided, but is not prohibited, subject to review by the superintendent or designee.

Favoritism or other preferential treatment with regard to the employment of more than one individual in a family is strictly prohibited. No preferential treatment will be solicited or granted in any aspect of the employment relationship including, but not limited to, hiring, selection, assignment, evaluation, training, compensation, promotion, retention, discipline, or discharge.

No employee will directly supervise a family member.

For purposes of this policy family member is deemed to include individuals related within the third degree by birth or marriage. Family relationships covered by this policy include, but may not be limited to: spouse; parent (including step relationships); brother; sister; son or daughter (including step, adopted, foster, legal ward); in-law relations i.e. father, mother, brother, sister, son, daughter; grandparent; grandson or granddaughter; uncle; aunt; niece; nephew.

The superintendent or designee may recommend an exception to the restrictions in this policy on a case-by-case basis.

Policy Title: *Dishonesty* Code No. **401.17**

Employees of the District serve in a position of public trust, are compensated with public funds, and are entrusted with public property. Employee actions and behavior must be honest and above reproach at all times. This work rule requires complete honesty in the discharge of an employee's duties, and, unless otherwise prohibited by law, it applies to all conduct whether the employee is on duty or off duty.

The conduct which is prohibited by this work rule includes, but is not limited to, the following:

1. Making statements to representatives of the District which the employee knows or has reason to believe are untrue, inaccurate, or incomplete.
2. Stealing cash, funds, or property of any kind belonging to the District, belonging to a fellow employee, or belonging to other persons who are on District property.
3. Failing to report or to transfer to the District any funds or property belonging to the District.
4. Unauthorized use, possession or removal of vehicles, property or equipment belonging to the District, belonging to a fellow employee, or belonging to others persons who are on District property.
5. Falsification of employment applications or any District records, including, but not limited to, work records and time records. Time record violations include, but are not limited to, claiming time for work which was not performed by the employee and reporting/signing another employee in or out.
6. Performing official duties in an unauthorized manner.
7. Charging items for personal use to a District credit card or account, or making unauthorized withdrawals from a District account using a debit card.
8. Misuse or unauthorized use of accounts or allowance (clothing, mileage, meals, etc.)
9. Converting surplus District property to personal use without authorization, or declaring property to be surplus or junk and then converting it to personal use.
10. Making improper claims for overtime when no overtime was worked, or working slowly to create the need for overtime work.
11. Using sick leave, or any other leave of absence, for any purpose which is not authorized.

Employees who violate this policy are subject to disciplinary action, including termination.

Policy Title: *Notification of Arrest, Criminal Charges, Child or Dependent Adult Abuse Complaints* Code No. **401.18**

Employees are expected to perform their assigned jobs, respect and follow Board of Education policies, and obey the law. In the event that employees are arrested, have any criminal charges filed against them, receive a disposition of any criminal

charges pending against them, and/or any charges relating to operating a motor vehicle while intoxicated, they must notify the Human Resource Department. Notification of the Human Resource Department should occur within five business days of notification to the employee. Employees whose duties require possession of a Commercial Driver's License and/or who regularly and frequently operate District vehicles must report all charges and citations, including traffic tickets such as speeding tickets. Employees will be responsible for the payment of a fine, penalty, or ticket incurred while operating a District vehicle. Other employees need not report such traffic tickets.

Employees must notify the Human Resource Department of any child or dependent adult abuse complaints filed against them. Employees must notify the Human Resource Department regarding the findings in any complaint against them alleging child or dependent adult abuse. The Human Resource Department should be notified of any complaints and findings within five business days of notification to employee. Information relating to arrests, criminal charges and abuse complaints shall be treated as confidential and maintained as part of the employee's personnel file.

Employees who do not notify the District as required by this policy may be subject to disciplinary action up to and including termination.

Policy Title: ***Work Day and Work Year*** Code No. ***402.1***  
The work year and regular hours of duty for all employees shall be determined by the superintendent or designee.

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.

### 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.

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-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
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.

**Sick Leave**

All regular full and part time employees, except teachers, shall be granted paid leave of absence for personal illness, injury, or associated treatment each consecutive service year in the following amounts:

- |                                     |         |
|-------------------------------------|---------|
| • 1 <sup>st</sup> full school year: | 13 days |
| • 2 <sup>nd</sup> full school year: | 15 days |
| • Thereafter:                       | 18 days |

Teachers shall be granted 20 days of leave for personal illness, injury or associated treatment per consecutive 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, and shall not be reinstated if an employee later returns to the District.

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-rated 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**

##### **Immediate Family:**

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, step brother or step sister of the employee. The five days shall be taken within 30 calendar days of the death.

##### **Extended Family or Close Friend**

Employees, except temporary employees, may be granted up to three days paid leave per contract year in the event of the death of a member of the employee's extended family. "Extended family" for a death is defined as in-law relations (i.e. father, mother, sister, brother, son, daughter), grandparent and grandchild, or close friend. The three days shall be taken within 30 calendar days of the death.

##### **Extended Family or Close Friend: Illness or Injury ~~or Death~~**

Employees, except temporary employees, shall be granted up to a total of three days of paid leave per contract year in the event of illness or injury in the extended family or of a close friend. "Extended family" for purposes of illness or injury is defined as sister, brother, step sister or brother, grandparent, grandchild, in-law relations (i.e. father, mother, sister, brother, son, daughter) 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 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, food service and bus drivers) in one hour, one-half day, or full day increments. Para educators, food service, bus drivers and teachers may take personal leave in one-half day or full day increments. Personal leave days may be accumulated up to four days, including the current year allotment.

Personal leave may be requested for use at a time that extends a vacation or holiday. Personal leave 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

Unused personal leave days, which exceed the maximum accrual shall roll into a separate leave category to be used for “disruptive life events” after other applicable sick leave, extended family or close friend illness or injury leave, bereavement leave or personal leave has been exhausted. Disruptive life events are specified as: threat to personal property from fire, flood, wind, and/or recovery from such events; personal illness or injury; illness, injury or death in the immediate or extended family or close friend; closure of a day care or adult care facility in compliance with county, state or federal regulations. Any days accrued for disruptive life events are not available to be used as personal leave days and shall not be paid out upon termination from employment.

### **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.

#### **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.

Reg. 402.3R1  
Exhibit A

## EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

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

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

### Military Family Leave Entitlements

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

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

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

### Benefits and Protections

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

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

### Eligibility Requirements

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

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

### Definition of Serious Health Condition

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

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

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

### Use of Leave

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

### Substitution of Paid Leave for Unpaid Leave

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

### Employee Responsibilities

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

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

### Employer Responsibilities

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

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

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

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

### Enforcement

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

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

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

U.S. Department of Labor  
Wage and Hour Division



## Fact Sheet #28: The Family and Medical Leave Act

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

### COVERED EMPLOYERS

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

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

### ELIGIBLE EMPLOYEES

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

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

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

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

### LEAVE ENTITLEMENT

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

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

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

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

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

## NOTICE

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

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

Covered employers must:

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



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

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

## **CERTIFICATION**

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

## **JOB RESTORATION AND HEALTH BENEFITS**

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

## **OTHER PROVISIONS**

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

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

## **ENFORCEMENT**

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

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:

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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:

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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 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 of 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.**

Form WH-381 Revised February 2013



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 condition<sup>1</sup> 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**<sup>2</sup> 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 incapacitated<sup>2</sup> and the likely duration and frequency of **episodes of incapacity**<sup>2</sup>:

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

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

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

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

- b. If any of these treatments will be provided by **another provider of health services** (e.g., physical therapist), please state the nature of the treatments:
- c. If a **regimen of continuing treatment** by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

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

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

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

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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:

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Signature of Health Care Provider	Type of Practice
Address	Telephone Number
	Date

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**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:

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Employee Signature	Date
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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 incapacity<sup>2</sup> or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(a) A period of incapacity<sup>2</sup> of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity<sup>2</sup> relating to the same condition), that also involves:

- (1) **Treatment**<sup>3</sup> **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 treatment**<sup>4</sup> 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 incapacity<sup>2</sup> (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of **incapacity**<sup>2</sup> 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 incapacity<sup>2</sup> 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.

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<sup>3</sup> 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.

<sup>4</sup> 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.

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**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:

*Compensation and Salary Basis*

Code No. **402.4**

**Wages and Salaries**

The Board of Education shall establish salary schedules and rates of pay for the several positions in the District not covered by a collective bargaining agreement. Wages and salaries shall be negotiated with properly certified bargaining representatives for employees who are covered by a collective bargaining agreement.

**Changes to Wage Rates and Salaries for Individual Employees**

Changes to wage rates and salaries for employees covered by a collective bargaining agreement shall be in accordance with that agreement. Individual changes to the salary schedule and rates of pay set by the Board for individual employees not covered by a collective bargaining agreement may be determined by the Superintendent in consultation with the Executive Director of Human Resources and the Chief Financial Officer. Wages and salaries will be reviewed at least annually and may be increased, frozen or decreased if there is a valid and legal basis to do so.

**Overtime**

Non-exempt employees shall be compensated on an hourly basis, which is at least the minimum wage set by federal or state law, whichever is higher. Over-time work must have the prior approval of the employee's supervisor. Failure to obtain approval shall result in disciplinary action. Non-exempt employees shall be compensated at one and one-half times their regular hourly wage rate for work over 40 hours in a work week, or shall be granted compensatory time at one and one-half time for work over 40 hours a work week. The District may require that the employee take compensatory time rather than over-time pay provided the employee is notified of this requirement prior to working the over-time hours. A work week shall run from Sunday at 12:01 a.m. to the following Sunday at 12:00 a.m. Holidays, paid vacations and paid leaves of absence shall not count towards the 40 hours for purposes of computing overtime, unless a collective bargaining agreement provides otherwise. Non-exempt employees shall complete daily time records showing actual time worked, or shall be required to use a time-clock. All time actually worked shall be paid. The time records shall be signed if requested. Failure of the employee to maintain such records or falsification of such records will be grounds for disciplinary action.

**Salary Basis**

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. The FLSA also exempts certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than the amount set by the U.S. Department of Labor. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations.

**Salary Basis Requirement**

To qualify for exemption, employees generally must be paid at not less than the amount set by the U.S. Department of Labor on a salary basis. These salary requirements do not apply to teachers, counselors, librarians, academic administrators i.e., those whose primary duty is performing administrative functions directly related to academic instruction or training, or employees whose primary duty is teaching, tutoring, instructing, or academic functions directly related to academic instruction or training, and exercise independent judgment. Exempt computer employees may be paid at least the amount set by the U.S. Department of Labor on a salary basis or on an hourly basis at a rate not less than the amount set by the U.S. Department of Labor.

Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly or less frequent basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to exceptions listed below, an exempt employee must receive the full salary for any work week in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any work week in which they perform no work. If the employer makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

### **Circumstances in Which the Employer May Make Deductions from Pay**

Deductions from pay are permissible when an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary in the initial or terminal week of employment, for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made to the extent permitted by law.

### **Pay Deductions for Leaves of Absence**

The District provides a variety of leaves of absence to allow non-exempt to be absent from work. As a public employer, the District is expected to record and monitor the work that employees perform and to conform to principles of public accountability in its compensation practices. Therefore, it is the policy of the District that when a non-exempt employee is absent from work for less than one work day, the employee's pay will be reduced or the employee will be placed on leave without pay if:

- the employee has not sought permission to use paid leave for this partial-day absence;
- the employee has sought permission to use paid leave for this partial-day absence and permission has been denied;
- the employee's accrued paid leave has been exhausted; or
- the employee chooses to use leave without pay.

In each case in which a non-exempt employee is absent from work for part of a work day, a deduction from compensation will be made or the employee will be placed on leave without pay for a period of time which is equal to the employee's absence from the employee's regularly scheduled hours of work on that day.

### **Compliance**

It is District policy to comply with all applicable laws with respect to payments of wages, salaries, and benefits to employees, including the Fair Labor Standards Act, including specifically the salary basis requirements of the FLSA, and the Iowa Wage Payment Collection Act. Therefore, all administrators and supervisors are prohibited from making any improper deductions from the salaries of employees. Employees are to be aware of this policy and that the District does not allow deductions that violate federal or state law.

If an employee believes that an improper deduction has been made to the employee's salary, or that proper payment has not been made, the employee should immediately report this information in writing to the director of business affairs. Reports of improper deductions or payments will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made. This procedure is in addition to any other complaint process that may also be available to employees.

Policy Title:

***Employee Insurance Program***

Code No. **402.5**

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

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

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

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

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

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

Policy Title: **Annuities** Code No. **402.6**  
Premiums for payment of annuities and deferred compensation programs from the State of Iowa sponsored plan, or other plan as approved by the Board of Education, may be deducted from the salaries of employees provided that written application from the employees for such deductions shall be on file.

Policy Title: **Employee Health:** Code No. **402.7**  
**Physical and Mental Health Examinations: Vaccines**  
**New Employees**

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

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

#### **Additional Examinations**

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

#### **Vaccines**

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

MEDICAL VERIFICATION  
CEDAR FALLS COMMUNITY SCHOOL DISTRICT

Name of Person Examined: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Position: \_\_\_\_\_

Building: \_\_\_\_\_

I certify that he/she ☐ is, ☐ is not, fully qualified in health to perform the assigned duties of the position listed above.

Additional remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name of Examining Physician,  
Chiropractor, Licensed Physician,  
Assistant, or Advanced Registered  
Nurse Practitioner

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Examining Physician, Chiropractor,  
Licensed Physician Assistant, or Advanced Registered  
Nurse Practitioner

\_\_\_\_\_  
Date of Examination

Return to: \_\_\_\_\_

Cedar Falls Comm. School District  
1002 West 1<sup>st</sup> Street  
Cedar Falls, Iowa 50613

Policy Title:

***Employee Health: Occupational Exposure  
to Bloodborne Pathogens***

Code No. **402.9**

The superintendent or designee shall be responsible to insure that the District implements, reviews and updates at least annually, an exposure control plan to eliminate or minimize employees' occupational exposure to bloodborne pathogens in accordance with applicable OSHA requirements. The plan shall designate a response team at each building. Failure of an employee to comply with the plan shall be grounds for disciplinary action, up to and including discharge.

The District shall provide at no cost to the employees necessary supplies, personal protective devices, and training for employees to comply with the exposure control plan. Training shall include a discussion of universal precautions.

Employees identified as having reasonably anticipated occupational contact with blood or infectious materials shall receive the Hepatitis B vaccine at District expense or shall sign a written waiver declining the vaccine.

Following a report of an exposure incident, the District shall make immediately available to the exposed employee a confidential medical examination and follow-up.



Medical records shall be maintained for each employee with occupational exposure. Such records shall be kept confidential and shall not be disclosed without the employee's express written consent to any person within or outside the workplace, except as required by law.

Data and records regarding employee communicable diseases shall be maintained separately from general personnel files to protect the privacy of the employee. This shall not be construed to prevent appropriate administrative and nursing staff from being informed of which employee has a communicable disease in accordance with law.

Policy Title: ***Employee Health: Injury at Work*** Code No. ***402.10***

If an employee is injured at work, school personnel, or contracted personnel, may administer minor or emergency first aid. If necessary, a member of the family shall be notified or the employee shall be transported to a medical facility. Each employee shall maintain an up-to-date emergency medical form on file in the building office.

It is the responsibility of the employee injured on the job to report the injury to the Superintendent or designee as soon as reasonably practicable. The employee, or a person on behalf of the employee, shall file an accident report with the District within 24 hours of the occurrence. It shall be the responsibility of the employee to cooperate with any investigation into the occurrence.

Policy Title: ***Hazardous Chemical Disclosure*** Code No. ***402.11***

The Board of Education authorizes the maintenance of a comprehensive hazardous chemical communication program for the District to disseminate information about hazardous chemicals in the workplace.

Each employee shall review information about hazardous substances. Further, when a new employee is hired, the information and training, if necessary, shall be included in the orientation of the employee. When an additional hazardous substance enters the workplace, information about it shall be distributed and training shall be conducted for the appropriate employees. The District shall maintain a file indicating when training and informing takes place.

School district personnel who will be instructing or otherwise working with students shall disseminate information about the hazardous chemicals they will be working with as part of the instructional program.

Policy Title: ***Drug and Alcohol-Free Workplace*** Code No. ***402.12.1***

### **General**

No employee shall possess, use, be under the influence of, distribute, dispense, or manufacture any alcoholic beverage or controlled or illegal substance in the workplace or during work time unless legally prescribed by a physician. "Workplace" includes school district premises, property, facilities or vehicles; "workplace" also includes non-school property if the employee is at any school-sponsored, school-approved or school-related event, activity or function including, but not limited to, field trips and athletic events where students are under the control of the school district or where the employee is engaged in school business. Any violation of this policy shall be grounds for discipline, up to and including immediate discharge.

### **Federal Grant Employees**

#### ***Prohibition***

In addition, no employee engaged in work in connection with a federal grant shall unlawfully manufacture, distribute, dispense, possess or use, on or in the workplace, any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in schedules I through V of section 202 of the Controlled Substances Act and as further defined by federal regulation.

"Workplace" is defined to mean the site for the performance of work done in connection with a federal grant. This includes, but is not limited to, any building or any school premises, any school-owned or approved vehicle used to transport students to and from school or school activities, off school property during any school-sponsored or approved activity, event, or function, where students are under the jurisdiction of the District where work on a federal grant is performed.

#### ***Reporting***

As a condition of employment on any federal grant, each employee who is engaged in performance of a federal grant shall agree to abide by this policy and shall notify his or her supervisor of his or her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, no later than five days after such conviction.

### ***Sanctions***

An employee who violates the terms of this policy may be suspended or discharged, at the discretion of the District and in accordance with law.

### ***Notification***

The superintendent or designee shall give a copy of this policy to each employee engaged in the performance of federal grants. The superintendent or designee shall also notify the granting agency within ten days after receiving notice of a conviction.

### ***Programs***

The superintendent or designee shall also establish a drug-free awareness program to inform employees of this policy, possible sanctions for violation of this policy, of the dangers of drug abuse in the workplace, and of any available drug counseling, rehabilitation and employee-assistance programs.

### ***No Limitations***

This policy is not intended to limit the rights of the District to discipline, including discharging, any employee who engages in an illegal act involving alcohol or drugs away from school when such violation adversely affects the employee's ability to perform his/her duties. Further, the section on a drug-free workplace under federal grant programs shall not limit the District's authority to prohibit other alcohol and drug-related behavior as set forth in this policy.

Policy Title: ***Drug and Alcohol Testing Program for Drivers of Buses and other Vehicles Requiring a Commercial Driver's License (CDL)*** Code No. ***402.12.2***

It is the policy of the Cedar Falls Community School District to administer a drug and alcohol testing program in compliance with federal transportation regulations.

Employees who operate school vehicles are subject to drug and alcohol testing if a Commercial Driver's License (CDL) is required to operate the school vehicle and the school vehicle either transports 16 or more persons including the driver or weighs 26,001 pounds or more. For purposes of the drug and alcohol testing program, the term "employees" includes applicants who have been offered a position to operate a school bus or other vehicle requiring a CDL.

The employees operating a school vehicle as described above are subject to pre-employment drug testing and random, reasonable suspicion, post-accident, return-to-duty, and follow-up drug and alcohol testing. Employees operating school vehicles will not perform a safety-sensitive function within four hours of using alcohol. Employees governed by this policy are subject to the drug and alcohol testing program beginning the first day they operate or are offered a position to operate school vehicles and continue to be subject to the drug and alcohol testing program as long as they may be required to perform a safety-sensitive function as it is defined in the administrative regulations. Employees with questions about the drug and alcohol testing program may contact the school district contact person, Director of Human Resources, at the James L. Robinson Administration Center, 1002 West First St, Cedar Falls, IA 50613.

Employees testing positive for alcohol or illegal drug use, and/or who otherwise refuse to submit to alcohol or drug tests, violate the terms of this policy or any administrative regulations implementing this policy, and will be subject to discipline up to and including termination from their position on the first offense. At the District's discretion, employees who violate this policy may be required to successfully participate in a substance abuse evaluation and, if recommended, a substance abuse treatment program. Employees who refuse to participate in a substance abuse evaluation or recommended treatment program may be subject to discipline up to and including termination. The District's responsibility for the cost of any evaluation, treatment or counseling will be limited to the benefits provided by the District's health insurance plan for such evaluation, treatment or counseling. The District is required to keep records of all drug and alcohol violations by employees for a minimum of five years. Information related to drug and alcohol violations will be reported to the Federal Motor Carrier Safety Administration (FMCSA) Clearing House. Additionally the District will conduct FMCSA Clearing house queries on employees annually. Employees must provide written consent for the District to perform FMCSA Clearing house queries; employees who withhold consent will be prohibited from performing any safety sensitive function.

It is the responsibility of the superintendent or designee who shall serve as the Designated Employer Representative (DER) to develop administrative regulations to implement this policy in compliance with the law. The superintendent or designee is authorized to receive communications and test results from service agents and is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The superintendent or designee will inform applicants of the requirement for drug and alcohol testing in notices or advertisements for employment.

The superintendent or designee will also be responsible for publication and dissemination of this policy and supporting administrative regulations and forms to employees operating school vehicles. The superintendent or designee will also oversee a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment resources and programs.

Policy Title: ***Drug and Alcohol Testing Program for Drivers of Buses and other Vehicles Requiring a Commercial Driver's License (CDL)*** Code No. ***402.12.2 E1***  
***Notice to Employees***

EMPLOYEES GOVERNED BY THE DRUG AND ALCOHOL TESTING POLICY **402.12.2** ARE HEREBY NOTIFIED they are subject to the school district's drug and alcohol testing program for pre-employment drug testing and random, reasonable suspicion, post-accident, return-to-duty, and follow-up drug and alcohol testing as outlined in the Drug and Alcohol Testing Program policy, its supporting documents and the law.

Employees who operate school vehicles are subject to drug and alcohol testing if a Commercial Driver's License (CDL) is required to operate the school vehicle and the school vehicle either transports 16 or more persons including the driver or weighs 26,001 pounds or more. For purposes of the drug and alcohol testing program, "employees" also includes applicants who have been offered a position to operate a school bus or other vehicle requiring a CDL. The employees operating a school vehicle as described above are subject to the drug and alcohol testing program beginning the first day they operate or are offered a position to operate a school vehicle and continue to be subject to the drug and alcohol testing program as long as they may be required to perform a safety-sensitive function as it is defined in the administrative regulations.

Driving a school bus or vehicle requiring a CDL is considered a "safety-sensitive function" by the U.S. Department of Transportation. Employees operating school vehicles will not perform safety-sensitive functions within four hours of consuming alcohol. Safety-sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time s/he is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

1. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
2. All time inspecting equipment as required or otherwise inspecting servicing, or conditioning any commercial motor vehicle at any time;
3. All time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a designated sleeper berth;
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

It is the responsibility of the superintendent or designee to inform employees of the drug and alcohol testing program requirements. Employees with questions regarding the drug and alcohol testing requirements will contact the school district contact person, Director of Human Resources, at the James L. Robinson Administration Center, 1002 West First St, Cedar Falls, IA 50613.

EMPLOYEES GOVERNED BY THE DRUG AND ALCOHOL TESTING POLICY ARE FURTHER NOTIFIED that employees violating this policy, its supporting documents or the law, may be subject to discipline, up to and, including termination.

EMPLOYEES GOVERNED BY THE DRUG AND ALCOHOL TESTING POLICY ARE FURTHER NOTIFIED it is a condition of their continued employment to comply with the Drug and Alcohol Testing Program policy, its supporting documents and the law. It is a condition of continued employment for employees operating a school vehicle to notify their supervisor of any prescription medication they are using. Drug and alcohol testing records about a driver are confidential and are released in accordance with this policy, its supporting documents or the law.

Policy Title: ***Drug and Alcohol Testing Program for Drivers of Buses and other Vehicles Requiring a Commercial Driver's License (CDL)*** Code No. ***402.12.2 E2***  
***Pre-Employment Testing Acknowledge Form***

I, \_\_\_\_\_, have received a copy, read and understand the Drug and Alcohol Testing Program policy of the Cedar Falls Community School District and its support

I understand that the position for which I am applying at the District is governed by the Drug and Alcohol Testing Program policy, its supporting documents and the law, and that if I violate the Drug and Alcohol Testing Program policy, its supporting documents or the law, I may be subject to discipline, up to and, including termination.

I also understand that I must inform my supervisor of any prescription medication I use.

In addition, I have received a copy of the U.S. DOT publication, “*What Employees Need to Know about DOT Drug & Alcohol Testing*,” and have read and understand its contents.

Furthermore, I know and understand I am required to submit to a controlled substance (drug) test, the results of which must be received by this employer before being employed by the school district and before being allowed to perform a safety-sensitive function. I also understand that if the results of the pre-employment test are positive, that I will not be considered further for employment with the school district.

I further understand that drug and alcohol testing records and information about me is confidential, and may be released at my request or in accordance with the District’s drug and alcohol testing program policy, its supporting documents or the law.

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(Signature of Employee)

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(Date)

Policy Title: ***Drug and Alcohol Policy and Testing Program*** Code No. ***402.12.3***  
***for Individuals Not Required to Possess a Commercial Driver’s License***  
**Statement of Policy**

In order to foster an appropriate environment for the education of students and to protect the health and safety of employees, it is the policy of the Cedar Falls Community School District that the following conduct is prohibited: the use, sale, offering for sale, distribution, manufacturing, or possession of illegal drugs, controlled substances, imitation controlled substances or counterfeit controlled substances in the workplace;

- (1) any improper use of “legal” or physician-prescribed drugs in the workplace,
- (2) the use, sale, offering for sale, or possession of alcoholic liquor (beer, wine, or alcohol) in the workplace, and
- (3) being under the influence of illegal drugs or controlled substances, alcoholic liquor (beer, wine, or alcohol) or improperly used prescription drugs in the workplace.

### **Application**

The portion of this policy which pertain to testing (Sections C through M) apply to all individuals who are not required to possess a commercial driver’s license in order to perform the duties of their position, with the exception of Section E, Pre-employment Testing, which shall not apply to substitute employees, temporary or seasonal employees.

Unless otherwise specified, this policy applies to all District employees, including part-time employees.

This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors, and contractor employees are governed by this policy while on District premises and will not be permitted to conduct business if found to be in violation of this policy.

### **Testing Provisions**

The District will conduct drug testing when the District makes an offer of employment to individuals who are not required to possess a commercial driver’s license in order to perform the duties of their position.

The District may conduct drug and alcohol testing of individuals who are not required to possess a commercial driver’s license in order to perform the duties of their position under the following circumstances:

- Where there is reasonable suspicion of the use of illegal drugs, controlled substances or alcohol,
- When investigating certain workplace accidents, and/or injuries, and
- During or after rehabilitation.

## **Definitions**

- (1) As used in this policy, the term “controlled substance” means any substance specified in Schedule I, II, III, IV, or V of the federal Controlled Substances Act, 21 U.S.C. 801 et. seq. and published at 21 CFR 1308.11 and 21 CFR 1308.12, and any substance defined as a “controlled substance” by federal or state law.
- (2) Workplace is defined as the site for the performance of work done in the capacity as an employee. This includes school District facilities, other school premises or school District vehicles. Workplace also includes non-school property if the employee is at any school sponsored, school-approved or school-related event, activity or function including, but not limited to, field trips and athletic events where students are under the control of the District or where the employee is engaged in school business.
- (3) Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol. The term “alcohol” may include, but is not limited to, beer, wine, liquor, other alcoholic beverages, and medicines containing alcohol (unless the packaging seal is unbroken).

## **Pre-Employment Testing**

Applicants for employment will undergo drug testing as part of the physical requirements prior to commencement of their duties for employment. The testing will be conducted at a laboratory or testing facility approved under rules adopted by the Department of Health and specified by the District. If the test of an individual results in a Medical Review Officer (MRO)-verified positive test for the use of controlled substances, the applicant will not be eligible for employment.

## **Reasonable Suspicion Testing**

Any employee who is reasonably suspected of being impaired by or under the influence of a controlled substance or alcohol will be suspended from their job duties pending an investigation and verification of their condition. Employees who are reasonably suspected of being impaired by or under the influence of a controlled substance or alcohol will not be permitted to drive a motor vehicle after they have been suspended. If the employee has driven a motor vehicle to work, the employee must either make arrangements with another individual to drive their vehicle or must make arrangements for alternative transportation.

Employees may be subject to testing when the superintendent or designee has reason to believe that an employee is using or has used alcohol or other drugs in violation of the District’s written policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. For purposes of this provision, facts and inferences may be based upon, but are not limited to, any of the following:

- Observable phenomena while at work such as direct observation of alcohol or drug use or abuse or of the physical symptoms or manifestations of being impaired due to alcohol or other drug use.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- A report of alcohol or other drug use provided by a reliable and credible source.
- Evidence that an individual has tampered with any drug or alcohol test during the individual’s employment with the District.
- Evidence that the employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drugs while working or while on the District’s premises or while operating the District’s vehicle, machinery, or equipment.

Reasonable suspicion testing will only be required during, just before, or just after the period of the day when the employee is engaged in work functions.

Employees who are required to submit to reasonable suspicion testing will be suspended from their job duties pending an investigation and the report of the tests. If the test of the employee produces an alcohol concentration result of less than 0.04 and/or Medical Review Officer (MRO) verified negative test result for the use of controlled substances, then the period of suspension will be with pay. If the test of the employee leads to an MRO-verified positive test result for the use of controlled substances or an alcohol concentration of 0.04 or greater, then the period of suspension will be without pay and further disciplinary action may be taken up to and including termination of employment.

### **Post-Injury Testing**

Employees may be subject to testing if they have suffered a work-related injury for which a report could be required under Iowa Code Chapter 85, Workers Compensation. Iowa Code Section 85.16(2) provides that worker's compensation benefits will not be allowed for an injury which was caused by the employee's intoxication, if the intoxication was a substantial factor in causing the injury. In determining whether an employee will be required to submit to a post-injury drug test, the District will apply the standards set forth in Part F of this policy ("Reasonable Suspicion Testing").

The employee is permitted to obtain necessary medical attention following an accident, to leave the scene of an accident for the period necessary to obtain necessary emergency medical care, but the employee will be subject to post-injury testing and must remain readily available for testing or the employee will be deemed to have refused to submit to testing.

Alcohol tests will be administered as soon as practicable, but no later than eight hours after the injury. Tests for illegal drugs or controlled substances will be administered as soon as practicable, but no later than 32 hours after the injury.

### **Rehabilitation**

Employees who have tested positive on a drug or alcohol test and whose employment has not been terminated will be subject to testing during, and after completion of, drug or alcohol rehabilitation. The number, type, and frequency of follow-up tests will be as directed by the substance abuse professional and, unless otherwise recommended, will consist of at least six tests in the first 12 months following the employee's return to duty.

### **Cooperation Required**

Any individual who refuses to submit to an alcohol or controlled substance test, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution will be subject to disciplinary action. The phrase "refuses to submit to an alcohol or controlled substance test" means that the individual:

- Fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing, or
- Fails to provide adequate urine for controlled substance testing without a valid medical explanation after he/she has received notice of the requirement for urine testing, or
- Engages in conduct that clearly obstructs the testing process.

All employees are encouraged to make use of available resources for treatment of substance abuse problems. Under certain circumstances, employees may be referred for treatment for substance abuse. An employee will be subject to disciplinary action for:

- A failure or refusal to submit to an evaluation.
- A failure or refusal to undergo treatment recommended as a result of an evaluation.
- Withdrawal from or a failure to satisfactorily complete the treatment program recommended as a result of an evaluation.
- Withdrawal from or a failure to satisfactorily participate in an aftercare program, if aftercare is prescribed as a part of treatment.

Testing will be conducted in a manner to assure the highest degree of accuracy and reliability by using techniques and laboratory facilities which meet the requirements of the Iowa Department of Health.

### **Confirmatory Testing**

If the result of the initial test for alcohol is positive or if the result of the initial test is positive for the presence of a controlled substance, a confirmatory test must be performed. The confirmatory test will use a different chemical process than was used in the initial screen for drugs or alcohol. The confirmatory drug or alcohol test will be a chromatographic technique such as gas chromatography/mass spectrometry, or another comparably reliable analytical method.

### **Employee Requested Testing**

If a confirmed positive drug or alcohol test for a current employee is reported to the District by the Medical Review Officer (MRO), the District will notify the employee in writing by certified mail, return receipt requested, of the results of the test, the employee's right to request and obtain a confirmatory test of the second sample collected at an approved laboratory of the employee's choice, and the fee payable by the employee to the District for reimbursement of expenses concerning the test. The fee charged an employee will be an amount that represents the costs associated with conducting the second confirmatory test, which will be consistent with the District's cost for conducting the initial confirmatory test on an employee's sample.

If the employee, in person or by certified mail, return receipt requested, requests a second confirmatory test, identifies an approved laboratory to conduct the test, and pays the District the fee for the test within seven days from the date the District mails by certified mail, return receipt requested, the written notice to the employee of the employee's right to request a test, a second confirmatory test will be conducted at the laboratory chosen by the employee. The results of the second confirmatory test will be reported to the medical review officer who reviewed the initial confirmatory test results and the medical review officer will review the results and issue a report to the District on whether the results of the second confirmatory test confirmed the initial confirmatory test as to the presence of a specific drug or alcohol. If the results of the second test do not confirm the results of the initial confirmatory test, the District will reimburse the employee for the fee paid by the employee for the second test and the initial confirmatory test will not be considered a confirmed positive drug or alcohol test for purposes of taking disciplinary action.

If a confirmed positive drug or alcohol test for a prospective employee is reported to the District by the medical review officer, the District will notify the prospective employee in writing of the results of the test, of the name and address of the medical review officer who made the report, and of the opportunity for the prospective employee to request records.

### **Consequences for Violations**

#### Post Offer/Pre Employment:

If the test of an individual who is applicant for employment results in a Medical Review Officer (MRO)-verified positive test for the use of controlled substances ~~or alcohol~~, the applicant will not be eligible for employment.

#### Employees:

Disciplinary action, including termination of employment, may be taken against employees for any of the following reasons:

- A violation of any provision of Board of Education Policy.
- If the test of the employee results in a Medical Review Officer (MRO)-verified positive test for the use of controlled substances or an alcohol concentration of 0.04 or greater.
- A failure or refusal to submit to testing.
- Engages in conduct that clearly obstructs the testing process.
- A failure or refusal to submit to an evaluation.
- A failure or refusal to undergo treatment recommended as a result of an evaluation.
- Withdrawal from or a failure to satisfactorily complete the treatment program recommended as a result of an evaluation.
- Withdrawal from or a failure to satisfactorily participate in an aftercare program, if aftercare is prescribed as a part of treatment.

### **Payment for Evaluation and Treatment**

The District's responsibility for the cost of any evaluation, treatment, or counseling will be limited to the benefits provided by the District's health insurance plan for such evaluation, treatment, or counseling.

Policy Title:

***Violence in the Work Place***

Code No. **402.13**

Cedar Falls Community School District is committed to providing a safe, professional work environment that is free of violence, either by employees against other employees or by third parties against employees. Work place violence may include, but is not limited to, the following when such conduct is committed on school district property, at a school district activity or event, or in connection with a school district activity or event:

- offensive and/or unlawful touching by one person against another,
- threats of bodily harm to another,
- causing physical harm or injury to another,
- use of abusive language, threatening, or intimidating comments,
- possession of unauthorized firearms or weapons,
- conduct detrimental to school personnel, which may cause undue disruption of work or be perceived as endangering the safety of persons or property,
- stalking, or causing or encouraging another to commit conduct as listed above.

Such conduct will be subject to disciplinary action, up to and including termination of employment. Employees, who believe they have been subjected to violence in the work place, as defined in this policy, should immediately terminate all contact and communication with the offending party, inform their immediate supervisor and file a written complaint with the Director of Human Resources. Allegations of work place violence shall be investigated, documented and, if substantiated, disciplinary action shall be taken. Initiating legitimate complaints under this policy shall not cause any negative impact on the complainant, nor shall it affect their employment, compensation or work assignments.

Policy Title: ***Personnel Files; Release of Information*** Code No. ***402.14***

A confidential file of employment records shall be maintained for each employee in the central administration office. Included in the file shall be the following, without limitation: licenses and transcripts if required, employment application, references, contracts of employment, formal evaluations, disciplinary reports, and wage information. Information on leave usage may be maintained separately.

Confidential health information shall be maintained separately, such as:

- medical forms,
- sick or long-term disability leave days,
- worker's compensation claims,
- emergency information,
- family and medical leave request forms, and
- reasonable accommodations of an employee's disability.

Except in limited instances allowed by law, only the superintendent or designee, the director of human resources, the employee's supervisors, the building principals, the Board of Education secretary, the employee, and authorized representatives of the District or of the employee shall have access to the confidential employee files without the employee's consent or a valid subpoena. However, information for tax purposes, for qualification for benefits, and for wage garnishment may be released.

The following are considered public personnel records available for inspection:

- the name and compensation of the individual, including any written agreement establishing compensation or any other terms of employment, except for that information that is otherwise protected;
- The dates the individual was employed by the government body;
- The positions the individuals holds or has held with the government body;
- The educational institutions attended by the individual, including any diplomas and degrees earned, and the names of the individual's previous employers, positions previously held and dates of employment;
- The fact that the individual resigned in lieu of termination, was discharged, or was demoted as the result of disciplinary action, and the documented reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion.
- Personal information in personnel records pertaining to student workers shall only be released pursuant to the Family Educational Right to Privacy Act (FERPA)

Employees who have listed the District as a place of employment or who have listed a District employee as a reference shall be deemed to have granted permission to the District to release information which may be included in the personnel file. Information from confidential health records shall not be released, however, without permission of the employee. This does not preclude release of leave usage information to a prospective employer, however.

The following information only will be confirmed to any entity with whom an employee has applied for credit or has obtained credit: title of position, income, and number of years employed. This information will be released without prior written notice to the employee. Confidential information about the employee will not be released to an inquiring creditor without a written authorization from the employee.

Each employee shall have the right to review the contents of his/her own confidential personnel file maintained in the central administration office, except for confidential credentials or reference letters. An employee desiring to view the contents of his/her file shall make a request to the director of human resources. No papers may be removed from the file, but copies may be obtained. The District may charge a reasonable fee for copies. The employee shall have the right to respond in writing to materials contained in the file.



Any school employee, contractor, or agent, shall not assist another school employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative personnel files, if the individual or agency knows, or has probable cause to believe, that such school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law. The limitation does not apply if the matter has been properly reported to law enforcement and any other regulatory authorities required by law, and either:

- The matter has been officially closed by the law enforcement agency;
- The individual is acquitted or otherwise exonerated of the alleged misconduct; or
- More than four years has passed since the case was opened, and no charges or indictment have been filed.

All employee records, except payroll and salary records, shall be maintained for a minimum of seven years after termination of employment with the District. Applicant records shall be maintained for a minimum of three years after the position was filled.

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

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

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

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

Policy Title: ***Travel Reimbursement; Use of School Vehicle*** Code No. ***402.16***

Employees will be reimbursed for travel which has been approved by the superintendent or designee at the rate set by the Board of Education periodically. Each employee requesting to use his/her personal vehicle on school business shall have personal liability insurance. Employees will be reimbursed for actual and necessary travel expenses only if the employee received approval from the superintendent or designee in advance.

Employees may be authorized to use a school vehicle to conduct business for the District or to attend District-related conferences or activities. The vehicle shall be checked out after completion of an authorization form. The vehicle shall not be used exclusively for personal use. Only the person(s) authorized on the form shall be allowed to drive the vehicle, and only those persons authorized on the form shall be passengers in the vehicle. The employee shall record the mileage and other pertinent information as requested. All authorized drivers must have a valid driver's license and must be insurable under the District's liability insurance. No tobacco products shall be used in the vehicles, and no alcoholic beverages or illegal substances shall be placed in the vehicle or consumed in the vehicle.

Policy Title: ***Activity Passes*** Code No. ***402.17***

Employees are encouraged to attend athletic, musical and dramatic events, and other school activities in order to obtain a comprehensive view of student accomplishments and to encourage students in their efforts. All employees of the District, whether full-time or part-time, may attend events free of charge if they assist with extra duties at school activities without pay. Employees may obtain activity passes for spouses and family members by assisting at additional events without pay. The passes shall cover only regular school activities held within the District and shall not cover tournaments or special events.

Policy Title: ***Responsibility for Personal Property*** Code No. ***402.18***

The District shall not be responsible for any lost, damaged, or stolen items of employee personal property brought onto school property or into school vehicles, nor shall the District be responsible for replacing, repairing or recovering such items.

Policy Title: ***Collective Bargaining*** Code No. ***402.19***

The Board of Education recognizes its obligation to bargain in good faith on mandatory subjects of bargaining with employee organizations certified by the Iowa Public Employment Relations Board as the exclusive bargaining representatives of District bargaining units. The Board of Education shall be responsible for determining the composition of the Board of Education's negotiating team. The Board of Education shall select a chief spokesperson who shall have the authority to represent the Board of

Education in collective bargaining. The Board of Education retains its authority to approve and ratify the collective bargaining agreement.

The Board of Education shall set the parameters and goals for the negotiating team. Periodic strategy sessions shall be conducted with the entire Board of Education to maintain open communications with the team.

A public employee or any employee organization shall not negotiate or attempt to negotiate directly with a member of the Board of Education if the Board of Education has appointed or authorized a bargaining representative for the purpose of bargaining with the employees or their representative, unless the Board of Education member is the designated bargaining representative.

Board of Education meetings held to discuss strategy in matters relating to employment conditions of employees, whether covered by collective bargaining agreements or not, are exempt from the Open Meetings Law and may be held without advance notice and without the right of the public to be present. Negotiating sessions with certified employee organizations after the exchange of proposals shall be closed to the public, unless both the Board of Education and the employee organization agree to hold open sessions. However, the session in which the employee organization presents its initial bargaining position and the session in which the Board of Education presents its initial bargaining position shall be open to the public and subject to the Open Meetings Law.

Policy Title: ***Professional Ethics*** Code No. **403.1**

School personnel shall not act as agents or accept commissions, royalties or other gratuities for school textbooks, school supplies (including sports apparel or equipment), or other school materials or services to be selected or purchased by the District, the selection or purchase of which they may influence. Licensed personnel shall adhere to the standards of professional practices set forth by the Iowa Board of Educational Examiners and by District policies, rules and regulations.

Employees shall not use their positions with the District for personal financial gain from a private activity. Employees shall not use confidential information regarding students to further a private activity. Employees may not solicit students for contributions to or purchase from a private business. Employees shall not solicit contributions to nonprofit organizations without consent of the superintendent or designee.

Policy Title: ***Tutoring and Conducting Personal Business*** Code No. **403.2**

All instructional and extra-curricular services to students shall be provided as a part of the District's instructional and activity program. No employee shall accept fees or other compensation for private tutoring, lessons, coaching or any other educational services for District students during the school year or while under contract outside of the school year unless specific written approval is obtained in advance from the superintendent or designee.

No District facilities, equipment, materials or supplies shall be used by any employee for private tutoring, lessons, coaching or any other educational services or for an employee's private business or activities without prior specific approval from the superintendent or designee.

The Board of Education, through its administration, retains all rights to determine when individuals and employees, when on school property or during working hours, may conduct personal business.

Policy Title: ***Conflicts of Interests*** Code No. **403.3**

No employee shall engage in any outside employment or activity which is in conflict with the employee's official duties and responsibilities. Situations in which an unacceptable conflict of interest shall be deemed to exist shall include, but not be limited to:

- (1) The outside employment or activity involves the use of the District's time, facilities, equipment and supplies or the use of the District badge, uniform, business card or other evidence of office to give the employee or member of the employee's immediate family an advantage or pecuniary benefit that is not available to other similarly situated employees or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to an employee.
- (2) The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the employee or a member of the employee's immediate family from anyone other than the District for the performance of any act that the employee would be required or expected to perform as part of the employee's regular duties or during the hours in which the employee performs service for the District.
- (3) The outside employment or activity is subject to the official control, inspection, review, audit or enforcement authority of the employee during the performance of the employee's employment.

If the outside employment or activity is employment or activity in (1) or (2) above, the employee must cease the employment or activity. If the activity or employment falls under (3), then the employee must:

- Cease the outside employment or activity; or
- Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmative action to influence any vote, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

When procurement is supported by Federal Child Nutrition funds, employees will not participate in the selection, award, or administration of a contract if there is a real or apparent conflict of interest in the contract. Contract, for purposes of this paragraph, includes a contract where the employee, employee's immediate family, partner, or a non-school district employer of these individuals is a party to the contract.

It shall be the responsibility of each employee to be aware of an actual or potential conflict of interest. It shall also be the responsibility of each employee to take the action necessary to eliminate such a conflict of interest. Should a conflict of interest arise, an employee should not participate in any action relating to the issue from which the conflict arose.

Policy Title: ***Gifts and Honoraria to District Employees and Their Families*** Code No. **403.4**

Except as otherwise provided in this policy, no employee of the District or member of an employee's immediate family (spouse or dependent children) shall solicit, accept, or receive any gift or series of gifts, nor shall any employee of the District accept an honorarium, if the donor is or is seeking to be a party to one or any combination of sales, purchases, leases, or contracts with the District or if the donor will personally be or is the agent of a person who will be directly or substantially affected financially by the performance or nonperformance of the employee's official duty in a way that is greater than the effect on the public generally.

A "gift" for purposes of this policy shall include anything of value in return for which legal consideration of equal or greater value is not given. However, the following gifts may be allowed:

- (1) a contribution to a candidate; or
- (2) informational material relevant to official functions, such as books, pamphlets, reports, documents, periodicals or other information that is recorded in a written audio or visual format; or
- (3) anything received from a person related within the fourth degree by kinship or marriage, unless the donor is acting as an agent or intermediary; or
- (4) an inheritance; or
- (5) anything available or distributed free of charge to the public generally; or
- (6) items received from a bona fide charitable, professional, educational, or business organization to which the employee belongs as a dues paying member, if the items are given to all members of the organization without regard to the individual member's status or positions held outside of the organization and if the dues paid are not inconsequential when compared to the items received; or
- (7) actual expenses for food, beverages, registration, travel, and lodging for a meeting which is given in return for the employee's participation in a panel or speaking engagement at the meeting when the expenses relate directly to the day(s) on which the employee has participation or presentation responsibilities; or
- (8) plaques or items of negligible resale value given as recognition for public services; or
- (9) food and beverages provided at a meal that is part of a bona fide event or program at which the recipient is being honored for public service; or
- (10) nonmonetary items with a value of \$3.00 or less received from one donor during one calendar day; or

- (11) items or services solicited by or given to, for purposes of a business or educational meeting, a state, national, or regional government organization in which the District is a member, or solicited by or given for purposes of a business or educational meeting, a state, national, or regional government organization whose membership and officers are primarily composed of state or local government officials or employees; or
- (12) items or services received as part of a regularly scheduled event that is part of a business or educational conference, seminar, or other meeting that is sponsored and directed by any state, national, or regional organization in which the District is a member, or received at such an event by members or representatives of members of state, national, or regional government organizations whose membership and officers are primarily comprised of state or local government officials or employees; or
- (13) funeral flowers or memorials to a church or nonprofit organization; or
- (14) gifts for an employee's wedding or 25<sup>th</sup> or 50<sup>th</sup> wedding anniversary; or
- (15) payment of salary or expenses by the District for the cost of attending a meeting of a subunit of an agency when the employee whose expenses are being paid serves on a Board of Education, commission, committee, council or other subunit of the agency and the employee is not entitled to receive compensation or reimbursement of expenses from the District for attending the meeting; or
- (16) gifts other than food, beverages, travel and lodging received by an employee which are received from a person who is a citizen of a country other than the United States and is given during a ceremonial presentation or as a result of a custom of the other country and is of personal value only to the recipient; or
- (17) actual registration costs for informational meetings or sessions which assist the employee in the performance of the person's official functions. The costs of food, drink, lodging, and travel are not "registration costs" under this paragraph. Meetings or sessions which the employee attends for personal or professional licensing purposes are not "informational meetings or sessions" under this paragraph.

An otherwise prohibited nonmonetary gift may be accepted if the gift is donated within thirty days to a public body, the department of administrative services, or a bona fide educational or charitable organization as provided by law.

An "honorarium" for purposes of this policy means anything of value that is accepted by, or on behalf of, an employee of the District, as consideration for an appearance, speech, or article. However, the following "honoraria" may be accepted:

- (1) payment of actual expenses for registration, food, beverages, travel, and lodging when the expenses relate directly to the day(s) on which the employee has participation or presentation responsibilities; or
- (2) a non-monetary item if the employee donates the item within 30 days to a public body, a bona fide educational or charitable organization, or the department of administrative services of the State of Iowa; or
- (3) a payment made to the employee for services rendered as part of the employee's private business, trade or profession if the payment is commensurate with the actual services rendered and is not made because of the person's status as a public official or public employee but, rather, because of the employee's special expertise or other qualifications.

This policy shall not prohibit District employees from receiving gifts from or on behalf of students or groups of students for special occasions such as holidays, retirement, end of sessions, or periods of illness, *provided* the gift is not of excessive value and is not given to influence the employee's judgment in professional or official matters, but rather is given as a token of appreciation.

It shall be the policy of the District to encourage students and their parents to donate an item for the District or for a classroom or activity in lieu of donating gifts personally to an employee.

It is the intent of the Board of Education that District officials and employees be extremely cautious and circumspect about accepting any gratuity, favor, or gift. The acceptance of personal benefits raises suspicions that tend to undermine public trust.

Policy Title: ***Use of District Facilities and Equipment***

Code No. ***403.5***

Each licensed employee and supervisor will be issued keys or access codes to his/her assigned building and assigned room and shall take reasonable care to keep such items secure. All keys and access codes shall be turned in upon request of the administration.

An employee desiring to use school facilities and equipment for non-school business shall be subject to the same terms and conditions as other persons (refer to Board of Education Policy Code No. 1004.1 *Rental of Facilities and Equipment*).

Policy Title: ***Workplace Inspections*** Code No. ***403.6***

Employees may be assigned desks, workspaces, lockers or other storage areas, computers and electronic communications devices in connection with the performance of their job duties. These desks, workspaces, lockers, storage areas, computers and electronic communications devices are District property. The District retains the right to inspect these areas and devices, including accessing, inspecting and reading anything stored in or on them, at any time and for any reason, without notice, including checking for damage or for a violation of a District policy or rule. Employees have no expectation of privacy in desks, workspaces, lockers, storage areas, computers and electronic communications devices or in any materials or data therein, including any personal property or information stored in such spaces or on such devices.

The District assumes no responsibility or liability for any items of employee personal property which are placed in or on desks, workspaces, lockers, storage areas, computers and electronic communications devices. Employees are not to store hazardous materials, weapons, controlled substances not validly prescribed for the employee, or alcoholic beverages on District property, except that a small container of spray commonly used for self-defense may be stored on District property if the facility in which it is stored is locked.

Except in cases of emergency, if the District conducts an inspection or examination under the terms of this policy, there will be at least two individuals present at the time of the inspection or examination. Similarly, except in cases of emergency, if it is reasonably believed that an employee has a prohibited item inside a personal belonging the employee will first be asked to open the personal belonging before the inspection proceeds.

Policy Title: ***Electronic Communication Systems*** Code No. ***403.7.1***

No Privacy Expectation

All of the District's automated and technology systems, including electronic mail, voice mail, Internet access and electronic storage systems are District property. **The District has the right to access, review, copy, modify, and delete any information transmitted through or stored in the system, including e-mail messages.** Files containing personal information or business of an employee are treated no differently than the District's files, and the employee has no expectation of privacy in such materials.

### **Computers Owned by the District**

Whether being used in the District or in another location:

- Only authorized employees, authorized students, or persons authorized by the administration may use the computer as use by others puts District assets and records in jeopardy. Employees are not to allow unauthorized persons access to District computer equipment whether by allowing use of the computer or by viewing the contents of the computer.
- Only software approved by the District shall be loaded on the computer. All software must be installed by the information technology department. Individual employees shall not download software, including screen savers. All software installed on District computers must be installed in the District's software inventory. The information technology department will catalog software and file all licensing agreements.
- Passwords need to be kept secure in a discreet location.

### **E-mail Usage Policy**

Use of e-mail to engage in any communication in violation of District policies, including transmission of defamatory, obscene, profane, offensive, or harassing messages, or messages that disclose personal information without authorization, is prohibited.

Unauthorized use of another user's name/account to access e-mail or the Internet is prohibited.

### **Internet Usage**

Internet resources may be used only for purposes that effectively support the District's goals and objectives or for non-business purposes that are approved by the administration. Employees are expected to access only educationally appropriate sites. The District has the ability and reserves the right to review records of use of the Internet. The District will not be responsible for maintaining or payment of personal Internet accounts. Employees must respect all copyright and license agreements regarding

software or publications they access from the Internet. The District will not condone violations of copyright laws and licenses, and employees will be personally liable for any fines or sanctions caused by any license or copyright infringement.

### **Inappropriate Uses of Internet and/or E-mail**

The District prohibits the inappropriate uses of the Internet (including e-mail), including, but not limited to, the following:

- Disclosure of confidential or sensitive data known or entrusted to the District to any unauthorized individuals.
- Misuse of copyrighted material or other copyright violations.
- Communicating in ways that improperly disparage the products or services of other entities.
- Communicating information that could be perceived as an official District position or endorsement without proper approval.
- Using confrontational or improper language or making statements that are defamatory.
- Creating, storing, accessing, viewing, or transmitting defamatory, pornographic, obscene, profane, illegal or otherwise offensive material.
- Participating in any harassment.
- Misrepresenting an individual's identity or the source of communications or data.
- Attempting to break into any other Internet server or gain unauthorized access to another's systems or materials.
- Accessing confidential information on computer resources without authorization.
- Promoting political or religious positions.
- Participating or engaging in activities that violate the law, or any District policies or standards.
- Operating a personal business or using the Internet as provided by the District for personal gain.
- Exporting or importing of any governmentally controlled technical data or software (such as software encryption) to or from unauthorized locations or persons, without appropriate licenses or permits.

Employees' e-mail/Internet access and other use of the District's information technology systems may be monitored at any time, without prior notice. Users violating any portion of these rules may receive a written warning or other discipline, including immediate discharge, depending upon the seriousness of the violation.

Policy Title:

***Employee Use of Social Media***

Code No. **403.7.2**

The Cedar Falls Community School District expects its employees to model responsible and appropriate conduct, both at school and away from school. Employees' use of social media forms, including text, audio, video, images, podcasts, social networking websites including, but not limited to Facebook, Twitter, Instagram and similar sites now or in the future, and personal web pages or blogs, and electronic messaging, are subject to the normal requirements of legal and ethical behavior within the District community. Employees should be guided by applicable laws, District policies, and sound professional judgment when using social media.

### **District / Professional Use of Social Media**

An employee using social media in his or her professional capacity as an employee of the District and/or pursuant to his or her official duties shall be honest about his or her identity, and be thoughtful and respectful when submitting or posting messages. In addition, employees using social media for such purposes should adhere to the following guidelines:

- An employee must identify himself or herself and position held with the District. Never create an alias or be anonymous.
- The "cfschools.org" address attached to an employee's name and/or email implies that he/she is acting on behalf of the District and, as such, employees are expected to conduct themselves in a professional manner.

- Any information shared via social media regarding the business of the District, whether using personal or District equipment, may be considered a public record. All information communicated through or maintained on the District's system is subject to being monitored or inspected at any time.
- Employees must comply with District policy on *Use of Information Resources*.
- Absent parent permission, staff members may not share, send, or post pictures, text messages, e-mails or other material that personally identifies District students. Employees may not use images of students, e-mails, or other personally-identifiable student information for personal gain, profit, or any other non-school related purpose.
- Staff members shall not submit or post confidential information about the District, its students, alumni, or employees; one must assume that most information about a student is protected from disclosure by both federal law (the Family Educational Rights and Privacy Act) and state law (Iowa Code Section 22.7(1)). Disclosures of confidential or protected information may result in liability for invasion of privacy or defamation.

Policy Title: ***Personal Communications*** Code No. ***403.8***

The Board of Education recognizes the need of its employees to send and receive personal communications during working hours from time to time. Phone calls related to the educational program will be paid for by the District.

Personal communications should be kept to the absolute minimum. Employees are expected to exercise discretion in making and receiving personal communications during working hours. Personal-communications should occur during the employee's lunch, break or preparation time.

No personal communications shall be billed to the District.

Policy Title: ***Political Activity*** Code No. ***403.9.1***

Employees shall not engage in political activities upon District property or during a student activity. Activities prohibited include, but are not limited to:

- posting of political signs, circulars or petitions,
- the distribution of political circulars or petitions,
- the collection of and/or solicitation for campaign funds,
- solicitations for campaign workers,
- the use of students or equipment for writing, drawing or addressing political materials, and
- using District telephones, reproduction and computer equipment, for solicitations or to poll or to urge a particular vote, wearing political buttons, and the distribution of such materials to or by students.

Employees may engage in political activities of their choosing on their own time off District premises. Employees may attend political caucuses and events on District property which are open generally to the public.

Policy Title: ***Employee Expression*** Code No. ***403.9.2***

The Board believes the District has an interest in maintaining an orderly and effective work environment while balancing employees First Amendment rights to freedom of expression and diverse viewpoints and beliefs. When employees speak within their official capacity, the expression represents the District and may be regulated. The First Amendment protects a public employee's speech when the employee is speaking as an individual citizen on a matter of public concern. Even so, employee expression that has an adverse impact on district operations and/or negatively impacts an employee's ability to perform their job for the District may still result in disciplinary action up to and including termination.

Employees who use social media platforms are encouraged to remember that the school community may not be able to separate employees from private citizens, from their role within the district. Employee expression on social media platforms that interferes with the district's operations or prevents the District from functioning efficiently and effectively may be subject to discipline up to and including termination.

A District employee who acts to protect a student for engaging in free expression or who refuses to infringe on students engaging in free expression; and who is acting within the scope of their professional ethics will not be retaliated against or face any adverse employment action based on their behavior provided that expression is otherwise permitted by law and board policy.

If the Board or court finds an employee that is subject to licensure, certification or authorization by the Board of Educational Examiners discriminated against a student or other co-employee, the Board will refer the employee to the Board of Educational Examiners for additional proceedings as required by law and which may result in discipline up to and including termination.

Policy Title: ***Solicitations from Outside*** Code No. ***403.10***

Generally, employees should be free from solicitations at their place of employment. No organization or individual may solicit employees or distribute flyers or other materials within school facilities or on school grounds without the approval of the superintendent or designee.

The superintendent or designee may approve campaigns for solicitation on school property. However, no employee shall be required to pledge money.

Policy Title: ***Publication or Creation of Materials*** Code No. ***403.11***

Materials created by an employee and the financial gain therefrom shall be the property of the District if school materials and/or time were used in their creation and/or such materials were created in the scope of the person's employment. If the work or activity may interfere with the employee's primary responsibility, the employee must seek written approval of the superintendent or designee.

Policy Title: ***Reporting Child and Dependent Adult Abuse*** Code No. ***403.12***

Any licensed employee or other mandatory reporter who within the scope of their professional duties, becomes aware, or has reason to believe, that a student has been abused or neglected as defined by law shall see that such alleged incidents of child abuse or neglect, dependent adult abuse or neglect, or suspected abuse or neglect, is reported to the Department of Human Services in compliance with the law. The District shall arrange for licensed staff members to complete training relating to the identification and reporting of child and dependent adult abuse.

When a mandatory reporter suspects a student is the victim of child abuse, the mandatory reporter shall make an oral report of the suspected child abuse to the Iowa Department of Human Services within 24 hours of becoming aware of the abusive incident and shall make a written report to the Iowa Department of Human Services within 48 hours following the oral report. If the mandatory reporter believes the child is in immediate danger, the local law enforcement agency will also be notified.

Within six months of their initial employment, mandatory reporters will take a two-hour training course involving the identification and reporting of child abuse, or submit evidence they've taken the course within the previous three years. Once the training course has been taken, the certificate will remain valid for three years. Employees who have taken the two-hour training course will take the one-hour follow-up training course every three years and prior to the expiration of their certificate.

Policy Title: ***Transporting Students*** Code No. ***403.13***

Generally, transportation of students for school purposes shall be in a school bus owned by the District and driven by a District school bus driver. In some cases, it may be more economical or efficient for the District to allow other employees or volunteers of the District to transport students in their personal motor vehicles or in a school district motor vehicle other than a school bus. Students may be transported in such vehicles by school employees or volunteers to activity events in which they are participants, or to their homes in case of illness or other emergency situations. In such situations, the employee or volunteer must have a valid Iowa driver's license and automobile liability insurance as required by law, and the vehicle should be in good operating condition and meet all applicable safety requirements.

School district employees or volunteers who transport students for school purposes in their personal motor vehicles or in school district motor vehicles must have the permission of the superintendent or designee. Where practicable, written permission of the parents/guardians of students who will be transported in such vehicles by school employees or volunteers will be obtained.

The District will advise parents/guardians and students in advance if transportation will not be provided by the District for a particular activity. If transportation will not be provided by the District, then the responsibility and corresponding liability for any transportation to and from the activity shall rest solely with the students and their parents/guardians.



Policy Title: ***Cooperation in Investigations*** Code No. ***403.14***

All employees are required to fully cooperate with any representative of the District who is conducting a work-related investigation. Employees will be disciplined for lying to any representative of the District, or providing information to any representative of the District which is dishonest, misleading, inaccurate, or incomplete.

Employees will also be disciplined for impeding, obstructing, or failing to cooperate with an inquiry or investigation conducted by any representative of the District. "Obstructing" includes, but is not limited to, threatening, intimidating, or coercing other individuals who may be contacted by a representative of the District, and discouraging other individuals who may be contacted by a representative of the District from responding to or cooperating with the District. "Failing to cooperate" includes, but is not limited to, failing to provide information, documents, or materials requested by a representative of the District, and providing information, documents, or materials to a representative of the District which are dishonest, misleading, inaccurate, or incomplete.

If an employee is the subject of an investigation, the District will respect any rights which may be afforded to the employee by other applicable state or federal law.

Policy Title: ***Substitutes*** Code No. ***404.1***

It is the policy of the Board of Education to attempt to hire properly certificated, licensed or qualified individuals to substitute for absent employees. Substitute employees shall be retained by the administration, or designee, and not by the individual employee. A personnel file of all licensed substitute employees, including their licenses, shall be maintained.

Licensed substitutes shall be paid at a daily rate set by the Board of Education. The licensed substitute shall be paid for at least one-half day and in accordance with a schedule adopted by the Board of Education.

Policy Title: ***Pre-Service Professionals*** Code No. ***404.2***

It is the policy of the Board of Education to cooperate with higher educational institutions in the practical preparation of future professionals. The superintendent or designee has the authority to reject or accept any pre-service professional or teacher preparation institution. Fees paid by the higher education institutions for supervision will be paid to the District's supervising staff members. The staff member must provide sufficient supervision.

Policy Title: ***Communicable Diseases – Employees*** Code No. ***405.1***

Employees with a communicable disease will be allowed to perform their customary employment duties provided they are able to perform the essential functions of their position and their presence does not create a substantial risk of illness or transmission or other substantial health or safety risk to students or other employees. The term "communicable disease" will mean an infectious or contagious disease spread from person to person, or animal to person, or as defined by law.

Prevention and control of communicable diseases is included in the school District's Bloodborne Pathogens Exposure Control Plan. The procedures will include scope and application, definitions, exposure control, methods of compliance, universal precautions, vaccination, post-exposure evaluation, follow-up, communication of hazards to employees and record keeping. This plan is reviewed annually by the superintendent or designee and provider of nursing services. All staff members should practice hygienic principles designed to protect themselves and others from infection.

The health risk to immunodepressed employees is determined by their personal physician. The health risk to others in the school district environment from the presence of an employee with a communicable disease is determined on a case-by-case basis by the employee's personal physician, a physician chosen by the school District, or public health officials. Employees with communicable diseases may be excluded from the school District environment for the period of time that their conditions endanger the health or safety of others or they are physically unable to perform assigned tasks.

Health data of an employee is confidential and will not be disclosed to third parties except as provided by law. Employee medical records are kept in a file separate from their personal file.

An employee who has a communicable disease which creates a substantial risk to others in the school District environment should report the condition to the superintendent or designee. It is the responsibility of the superintendent or designee, in conjunction with the provider of nursing services, to develop administrative regulations stating the procedures for dealing with employees with a communicable disease.

Policy Title: ***Professional Learning Community*** Code No. ***406.0***

In order to ensure students are prepared to be lifelong learners and caring, responsible citizens, the Board of Education commits to collaborative practices that ensure continuous improvement and progress toward a new "Tradition of Excellence." To develop and implement a new "Tradition of Excellence" the Board of Education is committed to the philosophical constructs of a Professional Learning Community.

A professional learning community can be defined as a group of educators committed to working collaboratively in ongoing processes of a collective inquiry and action research to achieve better results for the students they serve. The following fundamental elements are those that must be in place to ensure a successful professional learning community:

### **Learning is the Fundamental Purpose**

The fundamental purpose of the Cedar Falls Community Schools is to help all students achieve high levels of learning, and therefore, all practices will be examined in light of their impact on learning. To that end:

- a) Collective knowledge will be developed regarding state standards to clarify what all students must know and be able to do as a result of each unit instruction.
- b) A collaborative culture through high-performing teams who are committed to working together to achieve the fundamental purpose of learning will be established. Collaborative teams will be given time during the contractual day and year to meet on a regular basis.
- c) Collaborative teams will clarify what students must learn, gather evidence of student learning, analyze the evidence, identify the most powerful teaching strategies/best practices, and transfer these strategies across all team members.
- d) Collaborative teams will work together interdependently to create and achieve common goals that are specific, measurable, attainable, realistic, and timely (SMART).
- e) Common assessments will be developed by teams to monitor the learning of each student in all essential outcomes. These assessments will be aligned to the required state and district tests.
- f) Time will be dedicated and structured to implement innovation/enrichment initiatives during the course of the regular school day and academic year.
- g) A system of mandatory interventions based upon the examined evidence that guarantees each student receives additional time and support for learning until he/she has met the agreed upon standards will be provided.

The Board of Education recognizes the value of the importance of strong collaborative relationships with its expanded community, families, residences, businesses, government agencies, and other educational systems to achieve the fundamental purpose of schooling. To that end:

- a) The Board of Education will actively promote and uphold the District's mission, values, and goals.
  - b) The Board of Education commits to recruiting, developing, and retaining individuals who embrace the school's mission, values, and goals.
  - c) The Board of Education will reach out to expertise in the broader community of Cedar Falls to educate and garner support for the Professional Learning Community.
  - d) The Board of Education commits to the support of high-performing collaborative teams to better serve and support all students.
  - e) The Board of Education understands and supports the development of personal and professional goal-setting, resulting from thoughtful and critical reflection which leads to continued learning and growth.
- By their very nature, social media forms such as social networking websites and web pages or blogs are not truly private. To minimize unintended disclosure of information, staff must set and maintain social networking privacy settings at the most restrictive level.
  - Internet search engines can find information years after it was originally posted. Comments can be forwarded or copied and archival systems can save information even if a post was deleted; staff must assume that a message or image which is posted or communicated can never be completely deleted.

### **Personal Use of Social Media**

The District recognizes the prevalence of social media used for personal purposes and acknowledges that its employees have the right under the First Amendment to speak out on matters of public concern. However, the District also has the right to regulate the speech of employees when that speech in certain circumstances, such as the personal use of social media, interferes with the

ability to perform his or her duties or affects the District's ability to efficiently provide educational services. Accordingly, it is essential that employees conduct themselves in such a way that their personal use of social media does not adversely affect their position with the District. In addition, employees using social media for such purposes should adhere to the following guidelines:

- If an employee is participating on a social networking website, web page, and/or blog for personal use, the employee may identify himself or herself as an employee of the District. However, the employee must state that he/she is expressing personal opinions, not those of the District.
- If identifying oneself as a District employee, remember that one's actions will reflect not only on you, but also on the District.
- Staff shall never pretend to be someone else and submit or post information concerning the District.
- Staff shall not use the District's school logos or mascots, photographs, or any other such graphic representations or images, or link any personal page on a social networking website, or other personal web page to any District website or material.
- If submitting or posting information or comments that are not related to the District, a staff member's activities may still result in professional repercussions. Such actions include, but are not limited to, posting of photographs or information which violates federal or state law and regulations and/or District policies and rules.
- While an individual does not have control of what others may submit or post on social networking websites; staff members must be aware that conduct in one's private life may affect one's professional life. Be vigilant about what others post about you or on your page and, if necessary, take steps to remove comments that pose a risk to your status with the District.
- It could be viewed as inappropriate for District employees to communicate with current students enrolled in the District through social media, such as through electronic messaging or any social networking website. This includes becoming "friends" on such sites. Employees should refrain from engaging in social interaction with current students enrolled in the District through personal pages on social networking websites and other personal web pages or electronic messaging.
  - Employees may use professional web pages that are created through the District and used solely for school-related purposes. Notify parents of intentions to use this media to communicate with students and the intended purpose of such communications. All ethical expectations for appropriate employee/student relationships must be followed.
- Staff members shall not provide personal contact information to students currently enrolled in the District. Only provide an official District email address and/or telephone number as a way to communicate with students or parents regarding District business.
- During the work day, participating on any personal social media, regardless of whether such participation is through District or personal equipment shall be limited to professional purposes.

### **Disciplinary Action**

Employees who fail to comply with this policy or who make other inappropriate use of social media may be subject to disciplinary action, up to and including discharge. If an employee has any questions about the application of this policy, he/she should consult his or her supervisor.

### **Item No. 8 – Approval of Electric & Communication Easement Between Cedar Falls Utilities and the CFCSD**

Dr. Pattee reviewed the standard easement with Cedar Falls Utilities for the electric and communication lines for the new high school. After a brief discussion, Director Gruber moved and Director Leeper seconded the motion to approve the electric & communication easement with Cedar Falls Utilities as presented. Directors voting in favor of the motion: Coil, Gruber, Hassman, Hines, Leeper, Meyer and Stutzman. Those voting "no" none. Motion carried.

### **Item No. 9 – Board of Education Goals and Superintendent Goals**

Dr. Pattee led a discussion to determine committees for the Board of Education and Superintendent Goals. Board members then volunteered for each committee.

- Board of Education Board goals: Directors Hines, Meyer and Gruber.
- Superintendent goals: Directors Hassman, Coil and Stutzman

Item No. 10 – Superintendent’s Report

Dr. Pattee reviewed the following:

1. All school welcome Executive Cabinet will attend at each building location.
2. Next Board meeting is September 12, 2022

Item No. 11 – Questions, Comments and Concerns

Directors Leeper and Coil commented in support of the pool project and how it will benefit the education of our students and the community.

Director Gruber inquired on the pool schedule.

Director Hines encouraged pool donations.

President Hassman reported there will be an IASB Zoom meeting on September 13, 2022 at 6:00 p.m. and asked if anyone is interested in being a delegate for the meeting. Director Gruber volunteered to be that Delegate.

Item No. 12 – Adjournment

Director Hines moved and Director Meyer seconded the motion to adjourn. Directors voting in favor of the motion: Coil, Gruber, Hassman, Hines, Leeper, Meyer and Stutzman. Those voting “no” none. Motion carried. The meeting was adjourned at 6:44 p.m.

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Secretary

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President