

Resignations:

Erica Barrett	Elem Sped Teacher
Kelly Barrett	Elem Associate

8. Action Items

- a. Approve 5 year contract for STEMScopes
 - i. Annual payment, but locks in rates with company for 5 years.
- b. Approve Grant Wood AEA PowerSchool Consortium Agreement for hosting and support of PowerSchool
- c. Approve Support Staff Personnel Handbook
- d. Approve KAGAN on-site training service contract
- e. Approve Contract Blupoint Backup Services for Infrascala
- f. Approve 2nd reading of Meal Charge Policy
- g. Approve policy change to code no. 708 to use the term digital archive instead of microfilm.
- h. Zonar GPS Tracking for Buses
 - i. Approve bus purchase from Thomas EFX for \$105,129.00
 - j. Approve License Agreement with Valley Farms (Cross Country)

9. Discussion Items

- a. Green Hills AEA Board of Directors candidacy
- b. Review 400 Section and IASB Recommended Changes
- c. Purchase of 2 Roof Top Units for Auditorium (possible action)

10. Informational Items

- a. Next Regular Meeting - September 11, 2017 at 6:00 p.m.

11. Adjournment

PRICING GUIDE

FOR PASSENGER TRANSPORTATION FLEETS

PICK YOUR PACKAGE	HOME BASE	DRIVE	AVENUE	BOULEVARD
Ground Traffic Control® Track, Trace & Idle Complete visibility into your fleet's location including engine-idle reporting	✓	✓	✓	✓
Ground Traffic Control® Diagnostics Transmit fault codes from vehicle to maintenance in real-time	✓	✓	✓	✓
Ground Traffic Control® FieldView™ Mobile App Instantly locate, view and navigate resources in real-time, no matter where you are	✓	✓	✓	✓
Z Pass™ Improves the safety and security of passengers by providing parents and management insight into time, date and vehicle entry/exit events		✓		✓
Electronic Verified Inspection Reporting (EVIR®) Our patented EVIR® application verifies the pre - and post-trip inspection process while eliminating paper reports			✓	✓
Zonar Forms™ Forms-based messaging application with automated data fields improves communication between dispatchers and drivers			✓	✓
Zonar Count™ Application which provides operators with the ability to electronically count the number of passengers on a vehicle			✓	✓
Two-Way Messaging Basic two-way messaging application improves communications between drivers and fleet management			✓	✓
Zonar Coach™ Provide both drivers and fleet managers with performance insights to encourage safe and fuel-efficient driving behavior				✓

ADD-ON SOLUTIONS

Communication

- Two-Way Messaging
- Zonar Forms™

Driver Tools

- ZFuel™
- Zonar Logs®
- Fuel Transaction Matching
- Zonar Docs™
- OperatorID™

Maintenance

- Advanced Diagnostics
- Over-the-Air Programming

MIX & MATCH TO MEET YOUR UNIQUE NEEDS

Navigation

Turn-by-turn GPS navigation for commercial vehicles

HARDWARE OPTIONS - TRADITIONAL/PURCHASE OR BUNDLED/MONTHLY

V3™

Connect™

V3™ & Connect™

2020®

Z Pass™

2010™





QUOTE

18200 Cascade Ave S
Seattle WA, 98188

Phone: 206-878-2459 EXT: 501
Fax: 206-878-3082
Email: connor.green@zonarsystems.com

Date: July 28, 2017
Expiration Date: August 27, 2017

Customer Name: Shenandoah Community School District

To: Shenandoah Community School District
301 West Nishna Road
Shenandoah, IA 51601
712-542-6399

Service Billing: Monthly

SALESPERSON	SHIPPING METHOD	SHIPPING TERMS	DELIVREY DATE	PAYMENT TERMS
Connor Green	FedEx	Ground	TBD	NET 30

Hardware

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
38	V3 GPS Kit	\$ 200.00	\$ 7,600.00
14	V3 GPS Cable 500K	\$ 39.95	\$ 559.30
24	V3 GPS Cable	\$ 29.95	\$ 718.80
16	ZPASS Kit	\$ 100.00	\$ 1,600.00
1	Student Card	\$ 1.95	\$ 1.95

Service

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
16	Drive	\$ 25.00	\$ 400.00
22	Home Base	\$ 21.00	\$ 462.00

Impelementation / Setup Fees

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
38	GSM Activation	\$ 50.00	\$ 1,900.00
1	Installation	TBD	
1	Shipping and Handling	TBD	

Three Year Contract Required. Early Termination Fees Will Apply

Hardware Total (One Time)	\$ 10,480.05
Service Total (Recurring Monthly)	\$ 862.00
Implementation/ Setup Fees (One Time)	\$ 1,900.00
Total:	\$ 13,242.05

Terms & Conditions

- The above pricing is a good faith estimate, however, different vehicles may require different cables, which can affect pricing. Firm pricing will be provided once an asset list has been provided. The above pricing does not include installation, which can be quoted based on an asset list.
- Delivery date will be confirmed upon receipt of purchase order
- All prices are in US Dollars
- Travel expenses will be charged at cost
- Bundled Package Installation with less than 10 units will be charged travel expenses, billed at cost.

Z Pass+™

for Parents' Peace of Mind



TRACK

when and where
your child gets
on and off
the bus

CHECK

your child's bus
location

KNOW

your child
is safe

RECEIVE

instant
notifications
via email or text

How does it work?

Students carry a small card that automatically logs their entry or exit when they pass the scanner on the school bus. The information is then instantly and securely available to you. Notifications can also be sent directly to your computer or to your cell phone via text message.

Z Pass+ brings you a whole new level of assurance. Knowing when and where your child gets on and off the bus gives you added peace of mind and makes it easier for you to plan your day.

Stay updated and feel confident about your child's safety with Z Pass+!

Learn more and sign up today at:
www.zpassplus.com

Know when and where your child gets on and off the school bus.

- Know the date, time and location your child boarded and exited the bus.
- Receive instant notifications directly to your e-mail or phone.



www.zonarsystems.com | 18200 Cascade Ave S. Seattle, WA 98188 | 206-878-2459

Z PassTM

Student Ridership Visibility

RECORD

Time, date and location of entrance & exit

INCREASE

Child safety in case of emergency

ANSWER

Questions instantly and accurately

AUTOMATE

Medicaid reimbursement reporting



Smarter Student Transportation

Z Pass improves the safety and efficiency of pupil transportation with a patented RFID data collection process that provides instant ridership information to decision makers. With Z Pass, schools know the time, date and location of each entry and exit from the bus for real-time child search, child check and Medicaid reporting.

Ridership Tracking

Each student is issued a unique Z Pass RFID card. Upon entering or exiting the bus, the time, date and location is captured, securely transmitted and accessible via Zonar's Ground Traffic Control and the Z Pass+ parent portal.

Z Pass helps reduce parent inquiries, increase safety and streamline Medicaid reimbursements.

Features and Capabilities

- RFID reader
- Passive RFID cards
- Z Pass+ parental portal
- Immediate data transmission
- Simple mounting system
- Low-power sleep mode
- Web-based reporting
- Special needs reimbursement
- 4.2" W x 4.2" L x 1.2" H
- Edison Award Winner



www.zonarsystems.com | 18200 Cascade Ave S. Seattle, WA 98188 | 206-878-2459



July 14, 2017

Proposal for Shenandoah Community School District

Company: Synovia Solutions (Synovia) has been providing GPS-driven transportation management solutions to both the private and public sector since 2000 and we **have deployed our solution on well over 100,000+ vehicles** throughout North America. We are **subject matter experts** who understand your need to stretch every dollar and to be good stewards of the organization's monies. There is an ongoing market requirement to provide solutions that will increase **Savings**, enhance **Safety** and improve **Service**.

GPS-driven Fleet Tracking Solution: Silverlining™ is our hosted, Software as a Service (SaaS) solution that is **easy-to-use** and since it is Web-enabled, simple to deploy across your organization. You will get **real-time information** and have the flexibility to go back in time and replay an event or run a report to confirm what really happened

Pricing Model: Synovia Insurance, or **Synsurance™** for short, enables us to provide a **turnkey solution with no upfront costs** and a **simple monthly, all-inclusive fee** that becomes self-funding in months. With **Synsurance**, everything is covered **including hardware warranty** over the length of the agreement. We take care of all installation and training and if something breaks, we fix it at no additional charge. And all **pricing is fixed over the life of the contract**. We also **provide spare hardware** so that you can quickly make a change if a unit stops functioning.



Here Comes the Bus[®] by Synovia Solutions

The only mobile device app available in the U.S. that alerts parents when their child's bus is near.

Here Comes the Bus makes students safer and your job easier.

- Demonstrates your district is serious about protecting students
- Improves communication with parents
- Reduces bus-related call volume

"The number of calls from parents asking about the location of their child's bus has been greatly reduced."

- Mark Anderson, Transportation Director, MSD of Decatur Township, Indianapolis

Parents demand information.



FIND YOUR BUS
QUICKLY & EASILY



ACCESS ARRIVAL &
DEPARTURE INFO



PUSH NOTIFICATIONS
OR EMAIL ALERTS



TRACK ALL OF
YOUR CHILDREN



KNOW YOUR PRIVACY
IS PROTECTED



AVAILABLE IN
3 LANGUAGES
(ENGLISH, SPANISH, FRENCH)

Want to learn more? Contact your Synovia representative, or visit the *Here Comes the Bus* site at www.SynoviaSolutions.com/HCTB

Synovia's Synsureance INCLUDES the following components:

- ✓ **Reliable Hardware**
 - Lifetime Warranty
 - Spare Hardware (2% of fleet)
 - ✓ **Powerful Software**
 - Hosted Solution
 - Real Time Information – Pings every 30 seconds and left, right turn or harsh incident
 - On-demand, Drill-down Reports
 - Scheduled Reports
 - Maps and Weather Overlay
 - Geo-fence Reporting
 - Alerts
 - Key Performance Indicators (KPI) Dashboard
 - Engine Diagnostics
 - Driver Behavior Monitoring
 - Speeding
 - Harsh Braking
 - Harsh Acceleration
 - Harsh Turning
 - Engine Idling
 - Software as a Service (SaaS)
 - Unlimited Number of Users
 - Continual Updates and Upgrades
 - ✓ **Scalable Services**
 - Hardware Installation
 - Software Implementation
 - Training (on-site, online & video)
 - Toll-free Support Line
 - Project Management
 - Rapid Response Support
 - ✓ **Dependable Verizon Wireless Data Plan**
 - Best Nation-wide Coverage
 - Best Network Backup Infrastructure
 - No Overage Charges
 - Synovia is an authorized Verizon Wireless Reseller
 - ✓ **Affordable Financial Terms**
 - **No Upfront Investment**
 - **No Hidden Costs**
 - **No Extra Costs**
 - No Price Increases
 - One Monthly All-inclusive Service Fee
- Self-funding (typically within 90 days)

Solution packages	Includes/other functions	Upfront cost – Hardware & Installation cost	Cost Per Vehicle per month
<u>Core GPS & MDT tethered Tablet</u>	Core Track and Trace GPS hardwired, 7 tap points	\$0	\$48.00
<u>Here Comes the Bus</u>	Free App for parents and students	\$0	\$2.00
<u>Route Builder</u>	Planned vs Actual integration *Required for Here Comes the Bus	\$0	\$3.00
<u>Bar Code Scanner</u>	Student Ridership	\$0	\$6.00

<u>Configuration</u>	<u>Number of Buses</u>	<u>Price Per Bus</u>	<u>Total Monthly</u>	<u>Yearly Investment</u>
Core GPS	16	\$59.00	\$944.00	\$11,328.00

60 Month Agreement - With NO UPFRONT COST

Spencer Aalbrechtse - Fleet Management Specialist

(O) 317-663-4517, (C) 765-404-0213 (F) 317-208-2202



9330 Priority Way West Drive
 Indianapolis, IN 46240
 Phone: 317-208-1700
 Toll Free: 1-877-796-6842
 Fax: 317-208-2202

PUBLIC EDUCATION AGREEMENT

No: _____

Customer Legal Name		Address	
Address		Customer Billing Address (If different)	
City	County	City	County
State	Zip Code	State	Zip Code
Location Contact:	Phone	Fax	Salesperson
Tax ID#	<input type="checkbox"/> K-12 <input type="checkbox"/> Other Municipal	PO Number (if applicable)	
PO Number (if applicable):		PO Expiration Date:	
CONTRACT DURATION / NUMBER OF VEHICLES			
Term of Agreement: <input type="checkbox"/> 36 Mo. <input type="checkbox"/> 48 Mo. <input type="checkbox"/> 60 Mo. <input type="checkbox"/> _____ Mo.			
Total Number of Vehicles: _____			
Tax Exempt: <input type="checkbox"/> No <input type="checkbox"/> Yes (Attach Certificate)			
SOFTWARE LICENSES		EQUIPMENT LIST	
<input type="checkbox"/> Core Track & Trace			TYPE
<input type="checkbox"/> Comparative Analysis	<input type="checkbox"/> Ridership	LMU:	QTY
<input type="checkbox"/> Route Builder	<input type="checkbox"/> Navigation		
<input type="checkbox"/> Time and Attendance	<input type="checkbox"/> Here Comes the Bus	Peripheral:	
<input type="checkbox"/> Engine Diagnostics	<input type="checkbox"/> ELD		
<input type="checkbox"/> Fuel Card	<input type="checkbox"/> DVIR	Other:	
Installation: <input type="checkbox"/> Synovia <input type="checkbox"/> Customer			
Carrier: <input type="checkbox"/> Synovia <input type="checkbox"/> Verizon <input type="checkbox"/> Sprint <input type="checkbox"/> AT&T			
SPECIAL INSTRUCTIONS			
RATE AND METHOD OF PAYMENT			
Base Payment \$ _____ X	Number of Vehicles _____ =	\$ _____	<input type="checkbox"/> Monthly
Base Payment \$ _____ X	Number of Vehicles _____ =	\$ _____	<input type="checkbox"/> Quarterly
Base Payment \$ _____ X	Number of Vehicles _____ =	\$ _____	<input type="checkbox"/> Annually
		Total Rental Payment \$ _____	<input type="checkbox"/> Check
		Applicable Sales Tax \$ _____	<input type="checkbox"/> ACH
		Total Rental Payment with Tax \$ _____	<input type="checkbox"/> Credit Card
PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON.			
AUTHORIZATION			
Company Full Name (Please Print)			
Authorized Signature	Date	Authorized Representative of Synovia Solutions, LLC	Date
Authorized Signer's Printed Name	Title	Printed Name	Title

RENTAL AGREEMENT TERMS AND CONDITIONS

- 1. OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.
- 2. RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (10) days late, the Customer agrees to pay a late fee of ten percent (10%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term. The aforesaid rentals are the firm, fixed rentals due under this Agreement and are not subject to any adjustment; and that the obligation to make the Payments is absolute and unconditional, and Customer will pay all Payments without regard to, and shall not assert any claim, defense, counterclaim, recoupment, setoff or right to cancel or terminate this Agreement which Customer may have against Vendor or any other party, or for any reason. Nothing herein shall be deemed to relieve Vendor of any of its obligations to Customer under this Agreement.
- 3. SYNSURANCE.** Vendor warrants to provide to Customer at no cost the following: **Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; Proactive trouble shooting on a weekly basis; hardware script updates twice per year; Uptime at 99% or Vendor will provide a refund for one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; First occurrence fix or Vendor will provide a credit for once days charge for the entire fleet.**
- 4. TAXES AND FEES.** This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, and assessments or other direct taxes or governmental charges imposed on the property or leveled against or based on the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period. Customer shall be liable for any taxes or licenses, registrations, permits and other certificates as may be required for the lawful operation of the Equipment. If any taxing authority requires that a tax be paid to the taxing authority directly by Vendor, Customer shall, on notice from Vendor, pay to the Vendor the amount of the tax together with the next rent installment. Vendor has the option to estimate all such taxes due and bill the Customer monthly on the basis of same.
- 5. NON-APPROPRIATION OF FUNDS.** The Customer affirms that funds can and will be obtained in amounts sufficient to make all Synsurance Agreement Payments during the Agreement term. The Customer hereby covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which the Synsurance Agreement payments and payments for other related charges, if any, may be made, specifically including in its annual budget requests amounts sufficient to make such payments for the full Synsurance Agreement term. The Customer intends to make all such payments for the full Synsurance Agreement term if funds are legally available for that purpose. If your official governing body does not allot funds for the succeeding fiscal year to continue such payments under the Synsurance Agreement, and you have no other available funds to continue making such payments under the Synsurance Agreement or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Agreement, you may terminate the Synsurance Agreement at the end of the then current fiscal year, by giving ninety (90) days prior written notice to Vendor, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. The foregoing shall be the sole circumstance in which the Customer will not be legally obligated to continue making such payments beyond the end of the then current fiscal year. Upon the occurrence of this event, if any Synsurance Agreement is terminated by the Customer in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Synsurance Agreement, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Synsurance Agreement is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Synsurance Agreement. If the application of these restrictions would affect the validity of this Synsurance Agreement, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Synsurance Agreement by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Agreement Payments coming due with respect to succeeding fiscal years. However, **(a) you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Agreement prior to the end of the 90-day notice period referred to above;** and **(b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or your interest in the Equipment to us within ten (10) days after the termination of the applicable Synsurance Agreement, the termination shall nevertheless be effective, but you shall be responsible for the payment of damages in an amount equal to the amount of the Synsurance Agreement payments thereafter coming due under the Agreement that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required.** Non-Appropriation under one Synsurance Agreement shall not affect the validity or enforceability or any other Synsurance Agreement or contract between you and us.
- 6. UCC FILINGS.** The Customer authorizes, appoints, and empowers Vendor and its assignees as its true and lawful attorney-in-fact to prepare, execute in the Customer's name and file at Customer's cost any and all documents Vendor or its assignees deem appropriate or desirable in connection with the Uniform Commercial Code, including but not limited to UCC financing statements. The Customer authorizes Vendor to insert the serial numbers of the Equipment in this Agreement in any filings.

7. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. Upon the request of Vendor, the Customer shall provide Vendor evidence of insurance showing Vendor as the loss payee for property damage insurance and additional insured for liability insurance. If the Customer fails to provide such evidence within fifteen (15) days, the Customer authorizes Vendor to obtain coverage on its behalf **This Synovance Agreement hardware warranty specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the hardware devices are carrier specific and any changes to the carrier might result in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.**
8. **INDEMNITY.** The Customer agrees to indemnify, defend and hold harmless Vendor and its agents, employees and assigns from any against any claim, loss, liability and expense, including reasonable attorney's fees, caused by the Equipment. The indemnities, assumptions of risk, liabilities and obligations of the Customer arising under this Agreement shall continue in effect after termination of this Agreement, regardless of the reason for termination.
9. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment. **Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default. Install Labor is not included.**
10. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer. The Equipment will be garaged at the location stated above and may not be garaged at any other location without Vendor's express and prior written consent.
11. **ASSIGNMENT.** The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may sell, transfer, or assign this Agreement without the Customer's consent. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise and waives any claim or defense against Vendor or such assignee arising out of this Agreement or otherwise or as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall insure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.
12. **DEFAULT.** If the Customer does not pay any amount when due or perform any obligation or condition required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can accelerate and demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At Vendor's option, Vendor may repossess the Equipment. Customer waives any rights that Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that the Vendor post a bond in connection with such seizure or possession. In addition, if the Customer defaults under this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorney's fees and any costs associated with any legal or collection action or action to repossess the Equipment or to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.
13. **CHOICE OF LAW, FORUM AND JURY WAIVER.** The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state of Indiana or, if this Agreement has been assigned by Vendor, the state in which the assignee is headquartered. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. Any suit, claim, or legal proceedings arising under this Agreement shall be brought only in a court of competent jurisdiction in the state of Indiana or, if assigned by Vendor, the state in which the assignee is headquartered.
14. **RENEWAL.** After the initial term or any extension thereto, this Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon the expiration date of this Agreement, Customer shall return the Equipment, at its expense, to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.
15. **RIGHTS TO DATA.** Vendor retains the rights to anonymous summary data analysis and to share analysis with 3rd parties. Vendor will not identify the data source as being from the Customer nor portray the data in such a manner as to identify the Customer. Customer agrees that Vendor shall own all compilations or analysis of the data created by or for Vendor. From time to time, Vendor may receive data or information requests or subpoenas from third parties, either as a result of an investigation or pending litigation. Customer hereby consents to Vendor's disclosure of such data or information requested pursuant to a valid and enforceable document request or subpoena. Customer agrees that it shall not be entitled to notice of such disclosure except as required by applicable state or federal law.

16. **OTHER RIGHTS.** The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.
17. **ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY.** This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.
18. **ACH/DIRECT DEBIT.** Customer agrees to enroll for automatic payment via direct debit ACH if Payments are less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies.
19. **MANNER OF EXECUTION.** Facsimile, scanned or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed. If Customer transmits this Agreement with its signature by facsimile or scanned means, the version containing Customer's facsimile or scanned signature and Vendor's original signature will be the sole original of this agreement for all purposes
20. **INSTALLATION SURCHARGE.** The total monthly rental price on this Synsurance Agreement includes one visit (at a mutually agree upon date) by the Vendor or its authorized Contractor to install the contracted hardware and peripherals. If Vendor or its assigned Contractor is requested by Customer to return after the initial visit to install hardware on vehicles or assets, Customer agrees to pay \$750 per Installer per day for Installation services.
21. **FINANCIAL STATEMENTS.** Unless publicly available, Customer agrees to send Vendor or its assignee its most recent audited financial statements as and when requested by Vendor or its assignee.
22. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.
23. **COMPARATIVE ANALYSIS.** If Customer is utilizing Comparative Analysis, Vendor requires that the Customer meets Vendor's requirements for a currently supported Operating System and a spatially accurate map. Vendor will have final approval in those requirements and specifications.

Customer Initials _____

Shenandoah Community School District
Minutes of the Regular Meeting of the Board of Directors – July 10, 2017
Administration Board Room

Call to Order:

Board President Dwight Mayer called the meeting to order at 6:00 p.m.

Roll Call:

Roll Call was answered by Directors Kip Anderson, Connie Holmes, Lisa Johnson, Dwight Mayer and Greg Ritchey. Also present were Superintendent Dr. Kerri Nelson, School Business Official Sherri Ruzek and Board Secretary Lisa Holmes.

Mission Statement:

The SCSD Mission Statement was read by Director Greg Ritchey.

Welcome to Audience:

Board President Dwight Mayer welcomed everyone to the meeting.

Public Forum:

No one addressed the board.

Administrative Reports:

Shelf Units for Chromebooks 2-4th grade – Mr. Morgan-Fine presented the board with a quote to purchase 22 charging towers to be installed in every 2nd-4th grade classroom, with one 4th grade classroom already installed as a trial. Each room will have 2 towers.

Heartland Food Service Systems – Mrs. Emily Furst shared with the board the need to upgrade the software used by the food service program. What is being used now is outdated and doesn't integrate with RevTrak or PowerSchool.

Consent Agenda:

Approve the consent agenda to include previous minutes, the financial accounts, and the payments of bills. Personnel Requests: Contracts –Cindy Anderson, Food Service - \$11.57/hr probationary; Susan Opal, Elementary Associate Level II/III - \$11.99/hr probationary; Kelly Barrett, Elementary Associate - \$11.84/hr probationary; Shari Pitman, Elementary Associate Level II/III - \$11.99/hr probationary; Mary Michelle Carlock, Elementary Associate - \$11.99/hr; Linsey Heard, Elementary Associate - \$11.84/hr probationary; John Greenleaf, Bus Driver - \$34/hr. Transfers: Joe Skahill, Custodian to HS Associate; Kristin Edwards, Food Service to Elementary Associate. Fundraising Requests: Mustang Wrestling Camp July 19-21 with proceeds to be used for camp shirts, future camps, awards and incentives. Motion to Approve by Director Ritchey, 2nd by Director Holmes. 5 Ayes – Motion passes.

Action Items:

Approve the Purchase of 22 Shelving Units (PowerGistics Charging Tower) from CDW-G for \$19,360.00. Motion by Director Ritchey, 2nd by Director Johnson. 5 Ayes – Motion passes.

Approve the Student Parent Handbook for 2017-18 – Motion by Director Ritchey, 2nd by Director Holmes. 5 Ayes – Motion passes.

Approve First Reading of Policy 710.5 Meal Charges – Motion by Director Holmes, 2nd by Director Johnson. 5 Ayes – Motion passes.

Approve the Purchase of Heartland Food Service Systems for \$13,856. Motion by Director Ritchey, 2nd by Director Anderson. 5 Ayes – Motion passes.

Approve the Legislative Priorities for IASB to include Standards and Accountability, Preschool, Market-Competitive Wages, Mental Health and School Funding Policy. Motion by Director Anderson, 2nd by Director Ritchey. 5 Ayes – Motion passes.

Approve change on policy Code 102 (change location of Flex Ed to the High School). Motion by Director Ritchey, 2nd by Director Anderson. 5 Ayes – Motion passes.

Discussion Items:

Bus Purchase – Mr. Greenwalt shared with the board the current rotation schedule for bus and small vehicle replacement. Currently one bus is needed to be purchased this year to replace an aging one. Bids will be going out shortly.

Next Regular Board Meeting: August 14, 2017 at 6:00 p.m.

Board Work Session: July 18, 2017 at 4:30 p.m.

Adjournment at 6:30 pm. Motion by Director Anderson, 2nd by Director Holmes. 5 Ayes – Motion passes.

Board Secretary

Board President

Shenandoah Community School District
Minutes of the Board Work Session – August 7, 2017
Administration Board Room

Call to Order:

Board President Dwight Mayer called the meeting to order at 4:38 p.m.

Roll Call:

Roll Call was answered by Directors Kip Anderson, Connie Holmes, Lisa Johnson, Dwight Mayer and Greg Ritchey.

Director Ritchey made a motion to approve the agenda, 2nd by Director Anderson. 5 Ayes – Motion passes.

Mike Kros and Vanessa Schutte from the DLR Group went over information obtained from the facility study that was conducted during the last 9 months.

Adjournment at 8:34 pm. Motion by Director Anderson, 2nd by Director Ritchey. 5 Ayes – Motion passes.

Board Secretary

Board President

SHENANDOAH ACCOUNT BALANCES	July 31, 2017					
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
General Fund (10)						
Beg Balance Checking (Bank Iowa)	\$1,299.46	\$1,299.79	\$0.00	\$0.00	\$0.00	\$0.00
Beg Balance Savings (Bank Iowa)	\$29,723.26	\$29,729.98	\$0.00	\$0.00	\$0.00	\$0.00
Beg Balance Checking (Century)	\$1,266,024.34					
Beg Balance Savings (Century)	\$2,285,380.30					
Revenues	\$162,127.47					
Expenditures	-\$911,519.63					
End Balance Checking (Bank Iowa)	\$1,299.79					
End Balance Savings (Bank Iowa)	\$29,729.98					
End Balance Checking (Century)	\$1,409,921.02					
End Balance Savings (Century)	\$1,411,107.08					
Total General Fund	\$2,852,057.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Management Fund (22)						
Beg Balance Checking (Bank Iowa)	\$6,287.32	\$6,288.44	\$0.00	\$0.00	\$0.00	\$0.00
Beg Balance Savings (Bank Iowa)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beg Balance Checking (Century)	\$13,466.24					
Beg Balance Savings (Century)	\$542,891.64					
Revenues Checking	\$2,215.86					
Expenditures Checking	-\$233,275.72					
End Balance Checking (Bank Iowa)	\$6,288.44					
End Balance Savings (Bank Iowa)						
End Balance Checking (Century)	-\$19,809.48					
End Balance Savings (Century)	\$345,106.38					
Total Management Fund	\$331,585.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SAVE Fund (33)						
Beg Balance Checking (Bank Iowa)	\$4,176.66	\$4,177.41	\$0.00	\$0.00	\$0.00	\$0.00
Beg Balance Savings (Bank Iowa)	\$5,003.46	\$5,004.59	\$0.00	\$0.00	\$0.00	\$0.00
Beg Balance Checking (Century)	\$31,741.11					
Beg Balance Savings (Century)	\$1,694,920.06					
Revenues Checking	\$90,804.95					
Expenditures Checking	-\$34,923.23					
End Balance Checking (Bank Iowa)	\$4,177.41					
End Balance Savings (Bank Iowa)	\$5,004.59					
End Balance Checking (Century)	\$31,753.18					
End Balance Savings (Century)	\$1,750,787.83					
Total SAVE Fund	\$1,791,723.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PPEL Fund (36)						
Beg Balance Checking (Bank Iowa)	\$3,201.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beg Balance Savings (Bank Iowa)	\$16,461.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beg Balance Checking (Century)	\$2,248.70					
Beg Balance Savings (Century)	\$549,000.87					
Revenues Checking	\$5,690.53					
Expenditures Checking	-\$89,441.53					
Expenditures Accts Pay						
End Balance Checking (Bank Iowa)	\$3,201.59					
End Balance Savings (Bank Iowa)	\$16,465.11					
End Balance Checking (Century)	\$2,808.34					
End Balance Savings (Century)	\$464,685.94					
Total PPEL Fund	\$487,160.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SHENANDOAH COMMUNITY SCHOOL DISTRICT
EXPENDITURES/EXPENSES TO CERTIFIED BUDGET COMPARISON
THROUGH JUNE 2017

	FUNCTION					TRUST FUND	ACTIVITY		
		GENERAL	MGMNT	AGENCY	PPEL				
OTHER {	INSTRUCTION	1XXX	\$7,931,242.84	\$142,035.39	\$587.96	\$3,322.01	\$10,713.05	\$252,489.49	
	SUPPORT SERVICES	2XXX	\$3,568,972.85	\$105,276.00		\$391,313.95			
	NON-INSTRUCTIONAL	3XXX							
	FACILITIES ACQ & CONST	4XXX				\$283,659.11			
	DEBT	5XXX							
	AEA FLOW THROUGH	6100	\$462,930.00						
	TRANSFERS	62XX	\$25,000.00						
	AUDITOR ADJ	69xx	\$1,109.69						
	TOTAL		\$11,989,255.38	\$247,311.39	\$587.96	\$678,295.07	\$0.00	\$10,713.05	\$252,489.49
	PUBLISHED BUDGET		\$12,258,801.00	\$418,000.00	\$0.00	\$395,000.00	\$2,000.00	\$300,000.00	
% USED		97.80%	59.17%	#DIV/0!	171.72%	#DIV/0!	535.65%	84.16%	

% avg/mo/calc - 100%/12 mo X # months illustrated

0.00%

	FUNCTION	DEBT				TOTAL USED	PUB BUDGET	% OF BUDGET
		SAVE	SERVICE	NUTRITION	NOT USED			
INSTRUCTION	1XXX					\$8,340,390.74	\$10,087,331.00	82.68%
SUPPORT SERVICES	2XXX	\$9,412.90	\$748.75	\$1,794.09		\$4,077,518.54	\$4,446,049.00	91.71%
NON-INSTRUCTION	3XXX			\$535,528.77		\$535,528.77	\$700,000.00	76.50%
FACILITIES ACQ & CONST	4XXX	\$217,552.21				\$501,211.32	\$900,000.00	55.69%
DEBT	5XXX		\$705,792.80			\$705,792.80	\$1,292,307.00	54.61%
AEA FLOW THROUGH	6100					\$462,930.00	\$444,130.00	104.23%
TRANSFERS	62XX	\$419,089.76		\$25,000.00		\$469,089.76	\$478,855.00	97.96%
AUDITOR ADJ	69XX	\$5,092.14				\$6,201.83	\$0.00	#DIV/0!
REORGANIZATION SETTLE	63XX			\$35,495.66		\$35,495.66	\$0.00	#DIV/0!
TOTAL		\$651,147.01	\$706,541.55	\$597,818.52	\$0.00	\$15,134,159.42	\$18,348,672.00	82.48%
PUBLISHED BUDGET		\$838,000.00	\$1,118,000.00	\$557,050.00	\$0.00	\$15,884,851.00		
% USED		77.70%	63.20%	107.32%	#DIV/0!		82.48%	

SHENANDOAH COMMUNITY SCHOOL DISTRICT
CALCULATION OF MISCELLANEOUS INCOME
2016-17

	STATE AID Source Codes 3111, 3113, 3204 3216, 3342, 3373, 3376	TEACHER LEADERSHIP Source Code (Misc Income)	FOUR YEAR-OLD PRESCHOOL Source Code 3117	AEA FLOWTHROUGH Source Code 3214	PROPERTY TAX Source Codes 1110-1119	INCOME SURTAXES Source Codes 1130-1139	EXCISE TAXES UTILITY REPL. Source Codes 1170-1179	MOBILE HOME TAXES Source Codes 1190-1191	** MISCELLANEOU Source Codes All Other	TOTAL REVENUE (Includes Flowthrough)
JUL				\$33,736.50					\$339,162.98	\$372,899.48
AUG				\$33,736.50	\$11,636.04				\$33,589.53	\$78,962.07
SEP	\$595,842.00		\$4,918.00	\$33,736.50	\$577,918.27		\$635.55	\$185.30	\$28,956.35	\$1,242,006.67
OCT	\$606,842.00		\$4,918.00	\$33,736.50	\$1,229,222.97		\$1,872.73	\$44.78	\$74,546.25	\$1,951,138.45
NOV	\$628,199.00		\$4,918.00	\$33,736.50	\$155,242.02		\$43,912.17		\$123,659.47	\$989,667.16
DEC	\$606,842.00		\$4,918.00	\$33,736.50	\$69,506.96	\$148,701.00	\$2.28		\$47,639.68	\$911,346.42
JAN	\$602,191.00		\$4,918.00	\$33,736.50	\$72,283.67			\$19.85	\$297,485.33	\$1,010,614.50
FEB	\$602,191.00		\$4,918.00	\$33,736.50	\$59,620.44	\$68,217.82			\$897,531.60	\$1,666,215.36
MAR	\$602,192.00		\$4,918.00	\$33,736.50	\$127,966.31		\$622.93		\$64,906.67	\$834,342.41
APR	\$602,192.00		\$4,918.00	\$33,736.50	\$1,135,601.63		\$1,872.73		\$181,936.16	\$1,960,257.02
MAY	\$602,192.00		\$4,918.00	\$33,736.50	\$132,144.53		\$43,851.38		\$38,122.73	\$854,965.14
JUN	\$606,077.00		\$4,922.00	\$91,828.50	\$80,762.05			\$15.92	\$211,662.50	\$995,267.97
TOTAL	\$6,054,760.00	\$0.00	\$49,184.00	\$462,930.00	\$3,651,904.89	\$216,918.82	\$92,769.77	\$265.85	\$2,339,199.25	\$12,867,682.65

** Fill in STATE AID, INSTRUCTIONAL SUPPORT, FOUR YEAR-OLD PRESCHOOL, STATE FISCAL STABILIZATION, AEA FLOWTHROUGH, PROPERTY TAX, INCOME SURTAXES, EXCISE TAXES and TOTAL REVENUE columns. The MISC column will automatically be filled in and transferred to the UNSPENT AUTHORIZED BUDGET CALCULATION at the right

Yellow indicates a formula)

SHENANDOAH COMMUNITY SCHOOL DISTRICT
UNSPENT AUTHORIZED BUDGET CALCULATION
2016-17

	REGULAR PROGRAM DISTRICT COST	\$7,444,535.00	
+	REGULAR PROGRAM BUDGET ADJUSTMENT	\$0.00	
+	SUPPLEMENTARY WEIGHTING DISTRICT COST	\$88,642.00	
+	SPECIAL ED DISTRICT COST	\$751,835.00	
+	TEACHER SALARY SUMMPLEMENT DISTRICT COST	\$676,898.00	
+	PROF DEV SUPPLEMENT DISTRICT COST	\$73,169.00	
+	EARLY INTERVENTION SUPPL DISTRICT COST	\$86,045.00	
+	AEA SPECIAL ED SUPPORT	\$360,312.00	
+	AEA SPECIAL ED SUPPORT ADJUSTMENT	\$0.00	
+	AEA MEDIA SERVICES	\$61,049.00	
+	AEA EDUCATIONAL SERVICES	\$67,512.00	
+	AEA SHARING DISTRICT COST	\$0.00	
+	AEA TEACHER SALARY SUPPL DISTRICT COST	\$36,996.00	
+	AEA PROF DEV SUPPL DISTRICT COST	\$3,942.00	
+	DROPOUT ALLOWABLE GROWTH	\$159,588.00	
+	SBRC ALLOWABLE GROWTH OTHER #1	\$475,870.00	(Increased Enrollment)
+	SBRC ALLOWABLE GROWTH OTHER #2 (LEP)	\$1,450.02	(LEP)
+	SPECIAL ED DEFICIT ALLOWABLE GROWTH	\$211,315.56	
-	SPECIAL ED POSITIVE BALANCE REDUCTION	\$0.00	
-	AEA SPECIAL ED POSITIVE BALANCE	\$0.00	
+	ALLOWANCE FOR CONSTRUCTION PROJECTS	\$0.00	
-	UNSPENT ALLOWANCE FOR CONSTRUCTION	\$0.00	
+	ENROLLMENT AUDIT ADJUSTMENT	-\$1,982.00	
-	AEA PRORATA REDUCTION	\$66,881.00	
=	MAXIMUM DISTRICT COST	\$10,430,295.58	
+	PRESCHOOL FOUNDATION AID	\$49,433.00	
+	INSTRUCTIONAL SUPPORT AUTHORITY	\$554,172.00	
+	ED IMPROVEMENT AUTHORITY	\$0.00	
+	OTHER MISCELLANEOUS INCOME	\$2,299,920.12	EST
+	UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$1,573,959.00	
=	MAXIMUM AUTHORIZED BUDGET	\$14,907,779.70	
-	EXPENDITURES	\$11,989,255.38	
=	UNSPENT AUTHORIZED BUDGET	\$2,918,524.32	80.42%

EXPENDITURES

	JULY	\$188,438.12
	AUGUST	\$310,055.54
	SEPTEMBER	\$923,644.42
	OCTOBER	\$948,634.90
	NOVEMBER	\$998,494.12
	DECEMBER	\$917,207.54
	JANUARY	\$970,451.45
	FEBRUARY	\$1,227,223.17
	MARCH	\$1,023,453.18
	APRIL	\$975,276.38
	MAY	\$955,712.46
	JUNE	\$2,550,664.10
	TOTAL	\$11,989,255.38

BOARD REPORT ACCOUNTS PAYABLE
AUGUST 2017 REPORT FOR BOARD MEETING

Vendor Name	Vendor Description	Amount
Checking Account ID 20	Fund Number 61	SCHOOL NUTRITION FUND
ANDERSON ERICKSON DAIRY	MILK & FOOD	420.35
BMO MASTERCARD	SUPPLIES	750.43
BMO MASTERCARD	SUPPLIES	246.08
FAREWAY STORES	SUPPLIES	316.58
IOWA STATE UNIVERSITY	REGISTRATION	125.00
Fund Number 61		1,858.44
Checking Account ID 20		1,858.44
Checking Account ID 3	Fund Number 21	ACTIVITY FUND
5 X 80 GOLF & COUNTRY CLUB	ENTRY FEE	60.00
ATLANTIC GOLF	GREEN FEES	60.00
BMO MASTERCARD		1,644.33
BMO MASTERCARD		595.08
BMO MASTERCARD		145.50
DANIEL LANGLEY	WORKER	18.00
DUSTIN P. TAYLOR	OFFICIAL	140.00
FAREWAY STORES	SUPPLIES	237.28
GRAPHIC EDGE	SHIRTS	2,531.23
HOWARD SPORTING GOODS	SUPPLIES/ATH EQUIPMENT	4,785.25
IOWA DEPARTMENT OF INSPECTION AND APPEALS	FOOD PERMIT	85.96
JOHN W. BACUS	OFFICIAL	130.00
KENT JENSEN	OFFICIAL	130.00
KIM LEININGER	REIMBURSEMENT	79.20
MANSON NW WEBSTER CSD	TRAVEL	163.00
MERZ INK	SUPPLIES	288.66
MILLER BUILDING	SUPPLIES	96.01
RON HANSEN	WORKER	18.00
SHENANDOAH MEDICAL CENTER	TRAINING	150.00
SIGNS & SHINES	SIGNS	95.00
Fund Number 21		11,452.50
Checking Account ID 3	Fund Number 81	TRUST FUNDS NON EXPENDABLE
HAYLEY BLAKE/EQ SCHOOL OF HAIR DESIGN	GALE PICKARD MEMORIAL SCHOLARSHIP	100.00
KAYLA STOGDILL/MIDLAND UNIVERSITY	IVAN & CAROLINE WILSON SCHOLARSHIP	250.00
NATALIE HOLBEN/SIMPSON COLLEGE	IVAN & CAROLINE WILSON/ROLSCREEN SCHOLAR	250.00
STEVEN MARTIN/MIDLAND UNIVERSITY	IVAN & CAROLINE WILSON SCHOLARSHIP	250.00
SYDNIE NOTHWEHR/IOWA STATE UNIVERSITY	IVAN & CAROLINE WILSON SCHOLARSHIP	250.00
Fund Number 81		1,100.00
Checking Account ID 3		12,552.50
Checking Account ID 30	Fund Number 10	GENERAL FUND
ABRAMS LEARNING TRENDS	SUPPLIES	23.00
ACCELERATE LEARNING, INC.	CURRICULUM	33,133.34
ACCO BRANDS USA LLC	SUPPLIES	288.80
AHLERS & COONEY PC	LEGAL FEES	371.00
AMERICAN CHORAL DIRECTORS	MEMBERSHIP	128.00
BLICK ART MATERIALS	SUPPLIES	1,616.52
BMO MASTERCARD		133.28
BMO MASTERCARD		2,356.82
BMO MASTERCARD		168.69
BMO MASTERCARD		1,922.61
BMO MASTERCARD		1,506.42
BMO MASTERCARD		601.95

Vendor Name	Vendor Description	Amount
BMO MASTERCARD		125.00
BMO MASTERCARD		1,710.46
BMO MASTERCARD		745.79
BMO MASTERCARD		4,570.04
BRAME SPECIALTY COMPANY	SUPPLIES	220.11
BROWN & SAENGER	SUPPLIES	145.20
CABINETS BY STAC	SUPPLIES	1,163.00
CAMBLIN MECHANICAL	REPAIR	381.00
CAPITAL SANITARY SUPPLY	SUPPLIES	4,719.40
CARD SERVICES	SUPPLIES	39.60
CARSON-DELLOSA PUBLISHING	SUPPLIES	31.93
CENTER FOR THE COLLABORATIVE CLASSROOM	SUPPLIES	455.76
CENTERPOINT ENERGY	NATURAL GAS	752.95
CENTURY BANK/TONI GRAHAM	CHANGE	600.00
CENTURYLINK	TELEPHONE	842.15
CHAT MOBILITY	TELEPHONE	137.00
CHOICE SUPPLY	SUPPLIES	550.91
CITY OF SHENANDOAH	WATER	7,011.96
COMMITTEE FOR CHILDREN	SUPPLIES	1,756.00
COUNTRY TIRE	TIRES / SERVICES	7.14
COUNTY LINE DESIGN	SUPPLIES	1,800.00
CULLIGAN WATER	WATER TREATMENT	162.00
CURRICULUM ASSOCIATES	WORKBOOKS	3,154.77
DEMCO	SUPPLIES	357.55
DENT EXPRESS	REPAIR	9,205.00
DEPT OF EDUCATION	IOWA LEARNING ONLINE	1,250.00
DISCOUNT SCHOOL SUPPLY	SUPPLIES	326.88
ESSEX CSD	TUITION	36,851.20
FITNESS FINDERS	SUPPLIES	48.98
FREMONT MILLS CSD	TUITION	8,020.60
GRANT DIGGER DERRICK SERVICE	SERVICES	305.10
GREAT WESTERN BANK	SAFE DEPOSIT BOX	30.00
GREEN HILLS AEA FIDUCIARY FUND	MEMBERSHIP	100.00
GREEN HILLS AEA	CLOUD STORAGE	537.85
HAMBURG COMMUNITY SCHOOL DISTRICT	TUITION	20,533.36
HARTMAN PUBLISHING	SUPPLIES	693.55
HOGLUND BUS COMPANY	PARTS	158.51
HOUGHTON MIFFLIN	WORKBOOKS	7,715.10
HOWARD SPORTING GOODS	SUPPLIES/ATH EQUIPMENT	42.50
IOWA COMMUNICATIONS NETWORK	ICN CHARGE	1,986.83
ISFIS	MEMBERSHIP	534.00
JASON SHAFFER	REIMBURSEMENT	8.00
JAY DRUG	NURSE SUPPLIES	1,027.84
JB PARTS & SUPPLY	SUPPLIES	1,029.50
JOHN GOWING PLUMBING AND HEATING INC.	REPAIR/PARTS	164.00
KRIEGLER OFFICE	SUPPLIES	62.13
LAKESHORE LEARNING	SUPPLIES	148.26
LEARNING SUPPLY	SUPPLIES	86.84
LEARNING WITHOUT TEARS	SUPPLIES	335.39
LRI	SUPPLIES	479.94
MARCY TAYLOR	REIMBURSEMENT	1,218.78
MASTER TEACHER	SUPPLIES	187.04
MCGRAW HILL COMPANIES	TEXTBOOKS	1,716.92
MENARDS	TABLES	93.65
MID-IOWA SCHOOL IMPROVEMENT	MEMBERSHIP	2,097.60

Vendor Name	Vendor Description	Amount
MIDAMERICAN ENERGY	UTILITIES	17,026.30
MIKE KIRSCH	REIMBURSEMENT	406.20
MILLER BUILDING	SUPPLIES	158.46
MINNESOTA CLAY USA	SUPPLIES	775.31
MONTE MUNSINGER	REIMBURSEMENT	25.80
N2Y	SUPPLIES	648.00
O'REILLY AUTO	PARTS	639.24
ORIENTAL TRADING	SUPPLIES	110.92
PAPER TIGER SHREDDING	SERVICES	386.75
PARALLEL TECHNOLOGIES, INC.	HVAC SERVICE	250.00
PEPSI COLA BOTTLING	POP	606.12
PLANBOOKEDU	SUPPLIES	380.00
PLANK ROAD PUBLISHING	SOFTWARE	112.45
PYRAMID SCHOOL PRODUCTS	SUPPLIES	227.38
QUILL CORPORATION	SUPPLIES	856.61
RCB TRUCK REPAIR	REPAIR	938.31
REALLY GOOD STUFF	SUPPLIES	385.60
REDLEAF PRESS	SUPPLIES	302.50
ROBERT MCCONKEY PAINTING	SERVICES	120.00
ROCSTOP - WHITEHILLS	GASOLINE	1,340.74
ROCSTOP CARDTROL	GASOLINE	291.56
ROGERS PEST CONTROL LLC	PURCHASED SERVICES	185.00
SAPP BROS.	FUEL	611.01
SCHOLASTIC INC	SUPPLIES	101.99
SCHOLASTIC MAGAZINES	SUBSCRIPTION	104.39
SCHOOL BUS SALES	PARTS	403.81
SCHOOL DATEBOOKS	SUPPLIES	1,448.61
SCHOOL SPECIALTY / CLASSROOM DIRECT	SUPPLIES	121.00
SCHOOL SPECIALTY SUPPLY	SUPPLIES	1,377.17
SELECT MOTORS	PARTS/SERVICE	483.32
SHENANDOAH ACTIVITY FUND	REIMBURSEMENT	608.26
SHENANDOAH ROTARY	DUES	302.00
SHENANDOAH SANITATION	TRASH	1,714.80
SHENANDOAH SCHOOL LUNCH	SUPPLIES	48.00
SIDNEY CSD	TUITION	16,857.90
SIGNS & SHINES	SIGNS	150.00
SOUTH PAGE CSD	TUITION	20,274.48
STEPHANIE CHANEY	REIMBURSEMENT	25.00
SUPPLYWORKS	SUPPLIES	367.11
TAMS-WITMARK MUSIC LIBRARY	LICENSE/SUPPLIES	1,515.00
TEACHER CREATED RESOURCES	SUPPLIES	32.94
TEACHER INNOVATIONS, INC.	SUPPLIES	270.00
TIFFANY SPIEGEL	REIMBURSEMENT	20.72
TIMBERLINE BILLING SERVICE LLC	MEDICAID BILLING SERVICES	110.21
UPS	SHIPPING	17.95
US GAMES	SUPPLIES	108.54
VALLEY PUBLICATIONS	ADVERTISING	1,554.66
VETTER EQUIPMENT CO	PARTS	306.90
VOYAGER SOPRIS LEARNING	SUPPLIES	144.98
WELLMARK BLUE CROSS BLUESHEILD	HEALTH INSURANCE	98,656.29
ZANER-BLOSER	SUPPLIES	1,129.40
ZIMCO SUPPLY	SUPPLIES	22.40
Fund Number 10		345,747.59
Checking Account ID 30	Fund Number 22	MANAGEMENT FUND
WILSON INSURANCE AGENCY	INSURANCE	208,893.00
Fund Number 22		208,893.00

BOARD REPORT ACCOUNTS PAYABLE
AUGUST 2017 REPORT FOR BOARD MEETING

Vendor Name	Vendor Description	Amount
Checking Account ID 30	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
BRIDGES TRANSITIONS CO	SUPPLIES	950.00
CABINETS BY STAC	SUPPLIES	594.66
CDW GOVERNMENT	SUPPLIES	3,863.48
COUNSEL OFFICE & DOCUMENT	COPY MACHINE	2,369.77
FELD FIRE	SECURITY MONITORING	270.00
GREEN HILLS AEA	REGISTRATION	543.92
JOHN GOWING PLUMBING AND HEATING INC.	REPAIR/PARTS	1,181.87
R L CRAFT	ROOF REPAIR	1,250.69
STERLING COMPUTERS	COMPUTER SUPPLIES	3,426.07
SUPPLYWORKS	SUPPLIES	2,173.40
Fund Number 36		16,623.86
Checking Account ID 30		571,264.45

**ACCELERATE LEARNING INC.
EDUCATIONAL ENTITY MULTI-YEAR PAYMENT PLAN AGREEMENT**

Shenandoah – ALI – 5 years

THIS MULTI-YEAR PAYMENT PLAN AGREEMENT, dated July 11, 2017 (this “Agreement”), is made and entered into by Accelerate Learning Inc., a Delaware corporation (referred to as “ALI”), and the undersigned school, educational institution, or independent school district (referred to as the “Educational Entity”), regarding the following:

- A. ALI has developed certain tools and curriculum, including instructional materials, teaching strategies, curriculum components and other resources, to assist and improve K-12 instruction in the fields of science, technology, engineering and mathematics (“Content”), which it delivers through its website portal (“Website”),
- B. ALI has also developed supplemental student print materials (“Print Materials”), science-based educational material kits (“Kits”), and professional development/training/mentoring programs (“Professional Development”) which can be used in conjunction with its Content, and
- C. Educational Entity wishes to enter this Agreement in order to obtain the right to utilize the Content during the term of this agreement, and purchase the Print Materials, Kits, and Professional Development for purposes of improving science, technology, engineering and mathematics (“STEM”) instruction for its students and to pay ALI per the payment terms described below.

NOW, THEREFORE, in consideration of the foregoing, the provisions contained herein and the mutual benefits to be derived herefrom, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ALI and the Educational Entity agree to the following payment plan:

1. Fees and Invoicing.

1.1 Fees. In consideration of being allowed access and use of the Website and Content, being provided with an option to purchase the Print Materials, Kits and/or Professional Development, and having ALI perform its obligations under this Agreement, Educational Entity will pay ALI, or make necessary arrangements to ensure ALI is paid, the fee(s) as described in Schedule A. Within 90 days prior to the commencement of each subscription year during the Term, Educational Entity shall submit, and the parties hereto shall execute, a bona fide purchase order, which shall set forth the scope of the Content access and the provision of Print Materials, Kits and/or Professional Development to be purchased by Educational Entity hereunder and the fees payable to ALI with respect thereto.

1.2 Invoicing. Upon receipt of the purchase order, ALI will provide Educational Entity an invoice(s) supporting any request for fee payment (see Schedule A).

2. Term; Termination; Survival.

2.1 Term. This Agreement shall have a term commencing on the date of this Agreement through July 10, 2022 (the “Term”), unless sooner terminated pursuant to Section 2.2 below.

2.2 Termination. This Agreement may be terminated prior to the completion of the Term (i) by written agreement of the parties, (ii) by either party upon a breach of this Agreement by the other party that remains uncured 20 days after receiving written notice of such breach from the terminating party, or (iii) by ALI in the event that Educational Entity fails to timely submit an executed purchase order as contemplated by Section 1.1 above, and make payment as prescribed in Schedule A. In the event of a termination of this Agreement pursuant to this Section 2.2, no refunds of fees will be made. Additionally, Educational Entity will be required to pay ALI the difference between the discounted price in effect for the Term of this Agreement and the applicable, non-discounted price in effect for the actual term elapsed from the commencement date through the termination date for the products purchased during the actual term elapsed. Upon the expiration or termination of this Agreement, Educational Entity shall immediately cease, and shall cause all Authorized Users to immediately cease, use of the Website and Content, and shall promptly return to ALI all Print Materials and Kits for which payment has not been received by ALI.

2.3 Survival. Notwithstanding anything in this Agreement to the contrary, provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all such provisions of this Agreement.

3. Governing Law; Jurisdiction and Venue.

This Agreement shall be governed by, and construed and enforced in accordance with Texas state law (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in Harris County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement.

IN WITNESS WHEREOF, Educational Entity and ALI have duly executed and delivered this Agreement as of the date first written above.

Shenandoah Cmty School District
304 W Nishna Rd.
Shenandoah, Iowa 51601

Accelerate Learning Inc.
5177 Richmond Ave, Suite 1025
Houston TX, 77407

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

**Schedule A
Payment Plan**

Customer: SHEMANDOAH CMYD SCH DISTRICT
 Quote #: 15063
 Date: 1-Jul-17



Description	Item #	Years	Quantity	Price per Unit	Total Price	Payments Due				
						Year 1	Year 2	Year 3	Year 4	Year 5
NGSS Grade 4 Online	978-1-63037-212-5	5	89	28.50	\$2,536.50	\$07.30	\$07.30	\$07.30	\$07.30	\$07.30
NGSS Grade 1 Online	978-1-63037-213-2	5	63	28.50	\$1,795.50	\$39.10	\$39.10	\$39.10	\$39.10	\$39.10
NGSS Grade 2 Online	978-1-63037-214-9	5	74	28.50	\$2,109.00	\$421.80	\$421.80	\$421.80	\$421.80	\$421.80
NGSS Grade 3 Online	978-1-63037-215-6	5	67	28.50	\$1,909.50	\$381.90	\$381.90	\$381.90	\$381.90	\$381.90
NGSS Grade 4 Online	978-1-63037-216-3	5	86	28.50	\$2,451.00	\$490.20	\$490.20	\$490.20	\$490.20	\$490.20
NGSS Grade 5 Online	978-1-63037-217-0	5	71	28.50	\$2,023.50	\$404.70	\$404.70	\$404.70	\$404.70	\$404.70
NGSS MS Online	978-1-63037-218-7	5	206	28.50	\$5,871.00	\$1,174.20	\$1,174.20	\$1,174.20	\$1,174.20	\$1,174.20
NGSS HS Online	978-1-63037-219-4	5	334	28.50	\$9,519.00	\$1,903.80	\$1,903.80	\$1,903.80	\$1,903.80	\$1,903.80
NGSS Grade K Teacher Planning Companion TPC	978-1-94705-628-8	1	4	19.95	\$79.80	\$79.80				
NGSS Grade 1 Teacher Planning Companion TPC	978-1-94705-627-5	1	4	19.95	\$79.80	\$79.80				
NGSS Grade 2 Teacher Planning Companion TPC	978-1-94705-628-2	1	4	19.95	\$79.80	\$79.80				
NGSS Grade 3 Teacher Planning Companion TPC	978-1-94705-629-9	1	4	19.95	\$79.80	\$79.80				
NGSS Grade 4 Teacher Planning Companion TPC	978-1-94705-630-5	1	4	19.95	\$79.80	\$79.80				
NGSS Grade 5 Teacher Planning Companion TPC	978-1-94705-631-2	1	1	19.95	\$19.95	\$19.95				
IA NGSS Grade 6 Teacher Planning Companion TPC	978-1-947056-32-9	1	1	25.95	\$25.95	\$25.95				
IA NGSS Grade 7 Teacher Planning Companion TPC	978-1-947056-51-0	1	1	25.95	\$25.95	\$25.95				
IA NGSS Grade 8 Teacher Planning Companion TPC	978-1-947056-52-7	1	1	25.95	\$25.95	\$25.95				
NGSS Grade K Hands On Kit	978-1-63037-472-3	1	2	550.00	\$1,100.00	\$1,100.00				
NGSS Grade K Consumable Kit	978-1-63037-466-2	1	2	350.00	\$700.00	\$700.00				
NGSS Grade 1 Hands On Kit	978-1-63037-473-0	1	2	575.00	\$1,150.00	\$1,150.00				
NGSS Grade 1 Consumable Kit	978-1-63037-467-9	1	2	330.00	\$660.00	\$660.00				
NGSS Grade 2 Hands On Kit	978-1-63037-474-7	1	2	795.00	\$1,590.00	\$1,590.00				
NGSS Grade 2 Consumable Kit	978-1-63037-468-6	1	2	495.00	\$990.00	\$990.00				
NGSS Grade 3 Hands On Kit	978-1-63037-465-1	1	2	560.00	\$1,120.00	\$1,120.00				
NGSS Grade 3 Consumable Kit	978-1-63037-469-3	1	2	285.00	\$570.00	\$570.00				
NGSS Grade 4 Hands On Kit	978-1-63037-464-8	1	2	935.00	\$1,870.00	\$1,870.00				
NGSS Grade 4 Consumable Kit	978-1-63037-470-9	1	2	395.00	\$790.00	\$790.00				
NGSS Grade 5 Hands On Kit	978-1-63037-465-5	1	2	1,050.00	\$2,100.00	\$2,100.00				
NGSS Grade 5 Consumable Kit	978-1-63037-471-6	1	1	435.00	\$435.00	\$435.00				
NGSS MS Earth and Space Hands On Kit	978-1-63037-363-4	1	1	1,450.00	\$1,450.00	\$1,450.00				
NGSS MS Earth and Space Consumable Kit	978-1-63037-364-1	1	2	725.00	\$1,450.00	\$1,450.00				
NGSS MS Life Hands On Kit	978-1-63037-361-0	1	1	1,495.00	\$1,495.00	\$1,495.00				
NGSS MS Life Consumable Kit	978-1-63037-362-7	1	2	725.00	\$1,450.00	\$1,450.00				
NGSS MS Physical Hands On Kit	978-1-63037-365-8	1	1	2,295.00	\$2,295.00	\$2,295.00				
NGSS MS Physical Consumable Kit	978-1-63037-366-5	1	2	760.00	\$1,520.00	\$1,520.00				
NGSS Grade K Consumable Kit	978-1-63037-466-2	4	4	1,400.00	\$5,600.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	
NGSS Grade 1 Consumable Kit	978-1-63037-467-9	4	4	1,320.00	\$5,280.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	
NGSS Grade 2 Consumable Kit	978-1-63037-468-6	4	4	1,980.00	\$7,920.00	\$1,980.00	\$1,980.00	\$1,980.00	\$1,980.00	
NGSS Grade 3 Consumable Kit	978-1-63037-469-3	4	4	1,140.00	\$4,560.00	\$1,140.00	\$1,140.00	\$1,140.00	\$1,140.00	
NGSS Grade 4 Consumable Kit	978-1-63037-470-9	4	4	1,480.00	\$5,920.00	\$1,480.00	\$1,480.00	\$1,480.00	\$1,480.00	
NGSS Grade 5 Consumable Kit	978-1-63037-471-6	4	3	1,740.00	\$5,220.00	\$1,305.00	\$1,305.00	\$1,305.00	\$1,305.00	
IA NGSS Grade 6 Consumable Kit	978-1-947056-39-8	4	3	4,080.00	\$12,240.00	\$3,060.00	\$3,060.00	\$3,060.00	\$3,060.00	
IA NGSS Grade 7 Consumable Kit	978-1-947056-41-1	4	3	3,980.00	\$11,940.00	\$2,985.00	\$2,985.00	\$2,985.00	\$2,985.00	
IA NGSS Grade 8 Consumable Kit	978-1-947056-43-5	4	3	2,620.00	\$7,860.00	\$1,965.00	\$1,965.00	\$1,965.00	\$1,965.00	
STEMscopes NGSS Implementation	TKPDJNGSS9	1	2	1,200.00	\$2,400.00	\$2,400.00				
Shipping and Handling				8%	7,213.74	\$1,858.54	\$1,338.80	\$1,338.80	\$1,338.80	\$1,338.80
Total Commitment					\$128,000.54	\$33,133.34	\$23,716.80	\$23,716.80	\$23,716.80	\$23,716.80



GRANT WOOD
AREA EDUCATION AGENCY

4401 Sixth Street SW
Cedar Rapids, IA 52404-4499
(319) 399-6700
FAX (319) 399-6457
www.gwaea.org

REC'D

JUN 07 2017

**SUPERINTENDENT
OF SCHOOLS**

Shenandoah Community School District
304 West Nishna Road
Shenandoah, IA 51601, IA 51601

May 23rd, 2017

Dear Monte Munsinger:

Thank you for your participation in the GWAEA PowerSchool Student Information System Consortium. Enclosed is the Agreement between Grant Wood AEA and Shenandoah Community School District for the 2017-18 school year. Please sign the agreement and return one copy in the envelope provided. GWAEA will invoice your district in FY18. This amount is based on the certified enrollment for the 2016-2017 school year as indicated on the Iowa Department of Education website.

Please note there is a site charge that is new this year. This site charge is used to maintain your servers and is a Powerschool charge we are passing on. If this site charge is a hardship for your district, please give me a call and we can discuss it.

Enjoy your summer and if you have any questions please feel free to contact me at 319-399-6795 or dbrousard@gwaea.org.

Sincerely,

Dave Brousard

Dave Brousard
Director of Information Technology

Enclosure: PowerSchool Agreement (2)
Return Envelope

POWERSCHOOL ACCESS AGREEMENT

This Agreement is entered into by and between Grant Wood Area Education Agency, (GWAEA) and the Licensee, (Shenandoah Community School District) as defined below.

1. Definitions.

- 1.1. "District" means a school district.
- 1.2. "Licensee" means a District whose funds are used to pay the License Fee.
- 1.3. "License Fee" means the amount of money listed in Exhibit A and received by GWAEA for the License granted below.
- 1.4. "License Period" means the time period listed in Exhibit A for which the License Fee has been paid for the License granted below.
- 1.5. "PowerSchool Software" means the PowerSchool SIS software from Powerschool Group LLC as more fully described in Exhibit A.
- 1.6. "Use" means accessing and interacting with the PowerSchool Software.
- 1.7. "User" means an employee or contractor of the Licensee who uses the PowerSchool Software. See Exhibit A for the number of licensed Users.
- 1.8. "User Data" means information that is input by the Users, Licensee, or by GWAEA at the request of Licensee, while initializing, accessing, or using the PowerSchool Software.

2. Grant of License.

- 2.1. GWAEA grants the Licensee a non-exclusive, limited right to have installed or otherwise access one copy of the PowerSchool Software installed on one computer or virtual machine owned or controlled by GWAEA.
- 2.2. The license granted above is not sub-licensable.
- 2.3. All rights not specifically granted under this License are reserved by GWAEA.

3. Restrictions.

- 3.1. Licensee agrees, except as expressly permitted in the License, the PowerSchool Software may not be accessed, used, copied, translated, redistributed, retransmitted, published, sold, leased, marketed, sublicensed, assigned, disposed of, encumbered, transferred, altered, modified or enhanced, whether in whole or in part. Licensee may not remove any proprietary notices, marks, or labels from the PowerSchool Software.
- 3.2. To the extent that Licensee has access to the source code of PowerSchool Software, Licensee acknowledges that the source code remains a confidential trade secret. Licensee agrees that it has no license whatsoever to the source code and shall not disclose the source code under any circumstances or to otherwise inspect, copy, distribute, publish, display or modify the source code, nor compile or assemble the source code into executable files.

- 3.3. Licensee agrees not to reverse-engineer, de-compile or disassemble the PowerSchool Software, or make any attempt to discover the source code to the PowerSchool Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 3.4. Licensee agrees to not attempt to break or evade any access controls, copy-control protections, or encryption utilized in the PowerSchool Software.
- 3.5. Licensee agrees not to assist others in doing what the Licensee is prohibited from doing.
- 3.6. Licensee agrees that any sublicenses that it grants under the License shall have the same restrictions on the conduct of the sublicensee as are in place on the Licensee. Licensee agrees that GWAEA may terminate this Agreement without warning if Licensee breaches this clause. Licensee indemnifies GWAEA for any damages that GWAEA may suffer to due Licensee's breach of this clause.

4. Obligations of GWAEA.

- 4.1. GWAEA shall be responsible for installation and maintenance of: 1) the PowerSchool Software; and 2) the physical hardware and any virtual machines utilized to operate the PowerSchool Software.
- 4.2. GWAEA shall provide Licensee with: 1) access to an instance of the PowerSchool Software that is dedicated to the exclusive use of the Licensee; or 2) if Licensee's User Data is segregated from User Data of third parties, access to an instance of the PowerSchool Software that is shared with third parties.
- 4.3. GWAEA shall provide Licensee with access to versions of the PowerSchool Software that are stable in GWAEA computing environment, but GWAEA shall not be required to provide access to the most recent version of the PowerSchool Software made available by Powerschool Group LLC.
- 4.4. In general, the PowerSchool Software shall be available for use and access by Users 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times.
- 4.5. GWAEA will thoroughly investigate all problems reported by Licensee. GWAEA will make commercially reasonable efforts to correct the problem and GWAEA will provide: 1) a solution; 2) confirmation that the PowerSchool Software works per design specifications; or 3) confirmation that responsibility for a solution has been passed to Powerschool Group LLC. GWAEA will communicate regularly with the Licensee regarding the status of all problems and any solutions.
- 4.6. GWAEA shall provide support via telephone, email, chat room, and remote diagnosis and access tools during regular business hours (7:30 am - 4:00 pm Central Time) Monday through Friday except holidays. GWAEA support staff may provide support for severe problems outside of regular business hours at its discretion or as otherwise agreed to by the Licensee. GWAEA shall not be required to provide in-person support.

- 4.7. GWAEA shall not provide support regarding computer or networking hardware installation, support, or maintenance.
- 4.8. GWAEA shall not be required to provide support regarding software other than the PowerSchool Software. If Licensee so requests, GWAEA may diagnose a software problem to the extent of its capability. Software support will be charged per call at the then-current GWAEA pricing schedule.
- 4.9. Support requests will be prioritized by severity of the problem and handled in the order of most severe to least severe, with Technical issues ahead of other problems and questions. Priority is assigned in descending severity: the PowerSchool Software unavailable; a portion of the PowerSchool Software is unavailable; operational questions that are holding up use; operational questions that do not interfere with normal use; enhancement suggestions/requests and requests for custom applications.
- 4.10. The PowerSchool Software shall be available for use and access by Users during back-up activities performed by Licensee or GWAEA.
- 4.11. GWAEA shall undertake commercially reasonable efforts to: 1) maintain the security of User Data; 2) not release User Data to any person or entity without the express written consent of the District, except pursuant to an agency or judicial order, provided that GWAEA shall notify the District of such order before releasing any User Data.
- 4.12. GWAEA shall be responsible for performing back-ups of the PowerSchool Software.
- 4.13. During the License Period, GWAEA shall be responsible for performing nightly back-ups of User Data. GWAEA shall be responsible for storing backed-up User Data off site for a period 7 days. GWAEA shall provide a copy of such back-ups upon request. If Licensee desires to maintain its backed-up User Data for periods longer than 7 days, it must arrange separate storage for itself.
- 4.14. After the end of the License Period, Licensee may request that GWAEA provide Licensee with a copy of User Data as that data existed upon the date of termination of this Agreement. Any such request by Licensee must be made within sixty (60) days of the date of termination of this Agreement. GWAEA shall provide the copy of User Data in a non-proprietary, electronic format. After the expiration of the sixty (60) day period, GWAEA shall not be required to retain any User Data.
- 4.15. GWAEA agrees to provide other services as listed in Exhibit A.
- 4.16. First time Licensees For first time Licensees, GWAEA shall provide the following:
 - 4.16.1. At the request of Licensee, GWAEA shall carry out a one time importation of User Data prior to first of use the PowerSchool Software by Users, provided that the User Data is in a non-proprietary, electronic format.

4.16.2. GWAEA shall provide up to three training sessions for Licensee and its employees concerning: 1) the operation of the PowerSchool Software; and 2) accessing the PowerSchool Software.

5. Obligations of Licensee.

5.1. Licensee agrees to pay GWAEA in the amounts and on the schedule listed in Exhibit A.

5.2. Licensee shall designate one (1) primary contact, and one (1) backup contact, who will interact with the GWAEA. GWAEA need not respond to or interact with any Licensee employee or agent except the primary and backup contacts. The primary and backup contacts shall have sufficient technical skill and knowledge of Licensee's computers and the PowerSchool Software to be able to assist GWAEA in resolving any problems. Failure of Licensee to designate a primary or backup contact with sufficient technical skill and knowledge may result in additional fees and will reduce the effectiveness of the support provided.

224.1. When reporting a technical issue, Licensee shall provide as accurate and complete description as possible including: 1) details of what menu item or module was being accessed, 2) what Licensee was attempting to do, 3) the exact error message text as well as any other pertinent details. Licensee shall assist in technical issue resolution by providing copies of reports and/or files deemed necessary by GWAEA, via email or uploading files to GWAEA. All materials provided by Licensee during resolution of technical issues shall be considered confidential by GWAEA.

224.2. Licensee agrees that it alone is responsible for: 1) use of User Data; and 2) the confidentiality of and use of all usernames, passwords, and accounts, by the Licensee, its Users, employees, agents, and third parties, whether authorized or unauthorized. Licensee agrees to indemnify GWAEA and hold GWAEA harmless for any loss or damage incurred by GWAEA or by any other person as a result of the use or misuse of User Data, usernames, passwords, and accounts that is outside the control of GWAEA.

224.3. Licensee agrees to immediately notify GWAEA when it becomes aware of any loss or theft or unauthorized use of any of its usernames, passwords, and/or accounts.

224.4. Licensee agrees to abide by acceptable computer and network usage policies published by GWAEA from time to time. Licensee agrees to require its Users to agree to abide by acceptable computer and network usage policies published by GWAEA from time to time. Failure of Licensee to abide by such policies, or to require its Users to abide by such policies, may result in immediate termination of this Agreement or immediate termination of Users access to the PowerSchool Software.

224.5. Licensee agrees that it is solely responsible for assuring the accuracy of User Data. Licensee acknowledges that the PowerSchool Software may provide incorrect information to Licensee; however, Licensee has numerous opportunities to detect the occurrence of such errors and control their effect. Licensee shall have the

responsibility to establish and use appropriate measures in its operations to detect the occurrence of such error promptly and to minimize their effect on it. In addition, Licensee shall promptly inform GWAEA of all errors it believes to exist and render all reasonable assistance in correcting said errors.

- 224.6. Licensee agrees that it is responsible for all obligations and liabilities arising out of ownership of User Data. This means, without limitation, that Licensee shall be responsible for all third-party requests for User Data, whether by subpoena or otherwise. If a third-party serves GWAEA with a request for User Data, GWAEA will, as soon as practicable, provide the request to Licensee. Licensee shall thereafter be responsible for appropriately responding to the request. Licensee shall indemnify and reimburse GWAEA for all reasonable expenses, including attorneys' fees, that GWAEA incurs arising out of the request. Licensee shall not direct third parties to make requests for the User Data to GWAEA, but shall instead direct that requests be made to Licensee. GWAEA will cooperate with Licensee in responding to the request by providing the requested User Data to Licensee or the third-party if so directed by Licensee.
- 224.7. Licensee is responsible for, including all associated costs, all maintenance and installation of: 1) any computers or virtual machines owned or controlled by Licensee, 2) any common carrier equipment, and 3) any communication equipment required for Licensee to access and use of the PowerSchool Software.
- 224.8. Licensee is responsible for all costs associated with communicating to and from computers or virtual machines owned or controlled by GWAEA on communications networks not owned or controlled by GWAEA.

225. Ownership.

- 225.1. Title, ownership rights and intellectual property rights in and to the PowerSchool Software shall remain with Powerschool Group LLC and are protected by US and international laws and treaties. Access and use of the PowerSchool Software is licensed, not sold. There is no transfer to Licensee of any title to or ownership of the PowerSchool Software or any software or hardware owned or controlled by GWAEA.
- 225.2. Title, ownership rights and intellectual property rights in User Data shall remain with Licensor.

226. Termination.

- 226.1. This Agreement shall terminate at the end of the License Period or upon the occurrence of any of the following events:
- 226.1.1. Failure of Licensee to pay GWAEA any sums or amounts due, where such delinquency is not fully corrected within sixty (60) days of GWAEA written demand; or
- 226.1.2. Failure Licensee or GWAEA to observe, keep or perform any of the terms and conditions of this Agreement where such nonperformance is not corrected by Licensee or GWAEA within thirty (30) days after prior written notice by the other party.

226.2. Except as provided above, upon the expiration or other termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease as of the termination date.

227. Miscellaneous.

227.1. No Warranties. GWAEA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THOSE ARISING OUT OF USAGE OF TRADE OR COURSE OF DEALING, CONCERNING THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GWAEA, ITS AGENTS, DEALERS, DISTRIBUTORS OR EMPLOYEES SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY OTHER WARRANTIES.

227.2. No Liability for Damages. EXCEPT FOR THE EXPRESS REMEDIES AND INDEMNITIES PROVIDED TO THE COMPANY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GWAEA OR ITS SUPPLIERS (OR THEIR RESPECTIVE AGENTS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION TO: CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC, PUNITIVE OR SIMILAR DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS INFORMATION OR ANY AND ALL OTHER COMMERCIAL OR PECUNIARY DAMAGES OR LOSSES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE POWERSCHOOL SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, HOWEVER CAUSED AND ON ANY LEGAL THEORY OF LIABILITY (WHETHER IN TORT, CONTRACT OR OTHERWISE), EVEN IF GWAEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LICENSEE ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. In any event, if any statute implies warranties or conditions not stated in this Agreement, GWAEA's entire liability under any provision of this Agreement shall be limited to the greater of the amount actually paid by Licensee to license the PowerSchool Software and Five United States Dollars (US\$5.00). Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.

- 227.3. No Indemnity. GWAEA shall have no obligation to defend Licensee or to pay any resulting costs, damages, or attorneys' fees for any claims alleging direct or contributory infringement of the PowerSchool Software by: 1) GWAEA's provision of access to the PowerSchool Software; or 2) Licensee's access or use of the PowerSchool Software.
- 227.4. Entire Agreement. This Agreement, and any exhibits, constitutes the entire agreement between GWAEA and Licensee with regard to the PowerSchool Software and supersedes any and all prior agreements on this topic. This Agreement shall not be modified except by a written agreement between authorized representatives of GWAEA and Licensee.
- 227.5. Severability. If a court of competent jurisdiction determines that a provision of this Agreement is unenforceable in any jurisdiction, then such provision shall be deemed modified to the minimum extent necessary to make it comply with the applicable law of such jurisdiction.
- 227.6. Governing Law. This Agreement is governed by the laws of the State of Iowa and applicable U.S. federal law and the state and federal courts located in Cedar Rapids, Iowa, USA shall have exclusive jurisdiction and venue over any claim arising from this License Agreement.

We the undersigned agree to the terms and conditions set forth in this Agreement and exhibits.

GRANT WOOD AREA
EDUCATION AGENCY

By: *James C. Green*
Name: James C. Green
Position: GWAEA Board President
Date: 5/11/17

LICENSEE

Shenandoah Community School District

By: _____
Name: _____
Position: _____
Date: _____

EXHIBIT A

PowerSchool Software means:

The PowerSchool SIS software provided by Powerschool Group LLC, including all of the base functionality plus State Reporting.

K-12 Student Enrollment: 1048.8

Per Pupil cost: \$8.00

Site Fee: \$500.00

Miscellaneous Charges: \$.00

Hardware Charge: \$.00

Total Cost: \$8,890.40

License Period: July 1, 2017 - June 30, 2018

Term of this Agreement: July 1, 2017 - June 30, 2018

Billing Schedule

Payment will be made no later than thirty days after invoice. Invoicing will be in FY18.

Support Staff Employee Handbook

Shenandoah Community Schools does not illegally discriminate on the basis of race, color, national origin, gender, gender identity, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact the district's Equity Coordinator, Monte Munsinger, Shenandoah CSD 304 W. Nishna Rd. Shenandoah, IA. 51601, 712-246-1581, munsingerm@shencsd.com

SHENANDOAH CSD | 304 W. Nishna Road Shenandoah, IA 51601

Contents

Attendance Expectations.....	3
Confidentiality	3
Drug and Alcohol Testing Program.....	3
Electronic Google Forms for District Procedures.....	4
Emergency Dismissals.....	4
Employee Evaluation.....	4
Employee Safety.....	5
Harassment Prohibited.....	6
Holidays.....	16
Hours of Work.....	16
Injury on the Job.....	17
Insurance.....	17
Leave Requests.....	17
Licensure.....	22
Out of District Employment.....	22
Overtime.....	22
Pay Differential.....	22
Pay Schedule.....	22
Probationary Status.....	22
Physical Exams.....	22
Professional Attire.....	23
Reduction in Force.....	23
Resignation.....	23
Reporting for Duty on Emergency Dismissals.....	23
Required Training.....	24
Safety Procedures- Special Education Safety Plans.....	24
Staff/ Student Relationships.....	26
Substance-Free Workplace.....	26
Transfer of Assignment.....	27
Time Clock.....	27
Use of District Technology.....	27

Mission Statement

The Shenandoah Community School District, in partnership with families and the community, will provide each student an educational environment that maximizes his or her potential to become responsible, successful citizens and lifelong learners in an ever-changing world.

Vision Statement

It is the vision of the Shenandoah Schools, in partnership with the community that we provide:

- Students the tools to become responsible, successful citizens and lifelong learners in an ever-changing world.
- A safe and caring environment that ensures the dignity of all.
- Opportunities that stretch student and staff capabilities.
- School staff that are focused and visionary, collaborative and empowered to make knowledgeable decisions.

Theory of Action

If...

- We build a positive school climate, a culture of pride and accountability within the system;
- We build strong student, parent, and community relationships and focus on effective communication with all stakeholders;
- We further develop the capacity of our staff to perform at high levels;
- We hire and recruit committed, dedicated, reliable and accountable professionals to support our system; and
- We design, support and implement programs that will advance our students to compete in a global economy;
- We routinely evaluate programs and commit to making necessary improvements or eliminating ineffective practices; and
- We create and implement a multiyear facility plan that is supported by a sustainable finance plan

Then...

We will accomplish our goal of becoming the Southwest Iowa academic school of choice.

Attendance Expectations

The District expects all employees to be present and ready to perform their duties at the start of their duty day and to remain present for their entire duty day, unless they have the prior approval of their supervisor. Employees who exhibit chronic tardiness, or those who fail to call their supervisor or designated representative prior to being tardy, maybe subject to progressive discipline up to and including termination of employment.

Employees who will be away from their normal place of work during normal duty hours are expected to report their absences in AESOP. Except in cases of emergency, absences should be requested and approved in advance.

Employees who are absent from work without contact and approval by their supervisor will be considered to have abandoned their position. In such cases, the employee will be notified in writing of this fact and given a timeframe within which they must contact their building principal or direct supervisor. In cases where contact does not occur within the defined time frame, the Board will take action to terminate the employee for voluntary resignation.

Confidentiality

School employees frequently have access to confidential information. It is expected that school employees maintain confidentiality about information learned in the school environment and refrain from discussing matters related to students (student conduct, discipline, or performance) or their families with uninvolved staff and others outside of the work environment.

Drug and Alcohol Testing Program

Employees who operate school vehicles are subject to drug and alcohol testing if a commercial driver's license is required to operate the school vehicle and the school vehicle transports sixteen or more persons including the driver or the school vehicle weighs twenty-six thousand one 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 vehicle.

The employees operating a school vehicle as described above are subject to pre-employment drug testing and random, reasonable suspicion and post-accident drug and alcohol testing. Employees operating school vehicles shall not perform a safety-sensitive function within four hours of using alcohol. Employees governed by this policy shall be 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, the school nurse located at the K-8 school.

Employees who violate the terms of this policy are subject to discipline up to and including termination. Employees who violate this policy bear the personal and financial responsibility, as a condition of continued employment, to successfully participate in a substance abuse evaluation and a substance abuse treatment program if recommended by the substance abuse

professional. Employees who fail to or refuse to successfully participate in a substance abuse evaluation or recommended substance abuse treatment program may be subject to discipline up to and including termination.

Electronic Google Forms for District Procedures

Please use the online form of this document to access the hyperlinks.

AESOP

Need to be absent for any reason and or need a substitute? Please use AESOP to submit leave requests for approval. You can also find this on the staff page of the district website.

Maintenance Form

Something not working or needs repair? Please use this link to make a maintenance request. You can also find this on the staff page of the district website.

Master Calendar Form

If you need to schedule an event or student activity of any kind please use this link. You can also find this on the staff page of the district website.

Fundraiser Form

Planning a fundraiser for your activity or club? Please use this link to make a request permission for a fundraiser. You can also find this on the staff page of the district website.

Out of State Travel Form

Planning a field trip or activity out of state? Please use this link to request permission to take students out of State for a field trip or activity. You can also find this on the staff page of the district website.

Technology Form

If you need any type of technology assistance or purchase, please use this link to make a technology request. You can also find this on the staff page of the district website.

Transportation Form

Please use this link to request permission to use a district vehicle or arrange for a bus for a field trip.

Emergency Dismissals

Support staff employees will not be paid for scheduled work time missed due to emergency dismissals such as late starts and early dismissals related to weather. When school is dismissed for the entire work day or shift, the employee that are not required to report to work will not be paid. The employee may be required to extend the work year when students are required to make up the day at the end of the school year.

Support staff employees will not be paid early dismissal time that is prescheduled on the school work calendar that is designated for professional development.

Employee Evaluation

All employees will be evaluated by their supervisor on an annual basis. Employees will meet to discuss their evaluation with their supervisor and will be provided a written copy. Employees must sign a copy of their evaluation acknowledging receipt of the document. The signature does not necessarily constitute that the employee agrees with the content.

Employee Safety

Health and Safety Provisions

The District strives to make reasonable provisions for the health and safety of its employees during the hours of employment. It is important that employees extend their complete cooperation to the District in maintaining District policies, rules and regulations as to health and safety. This includes but is not limited to using proper safety equipment, participating in required trainings, maintaining a clean work environment, properly storing equipment and chemicals, using equipment for its designated purpose and promptly reporting any unsafe conditions to their immediate supervisor.

Use of Reasonable Force

An employee may, within the scope of his/her employment and pursuant to School District policies, administrative regulations, and directives, using no more force than is reasonable and necessary, take appropriate action in self-defense, or to protect School District property, or other school employees or students. This statement does not condone any action that is in any respect unlawful or in violation of school policy. All action taken by an employee pursuant to this section shall be promptly reported by the employee to his/her immediate supervisor.

Emergency Situations and Evacuations

Employees are trained to use the A.L.I.C.E. emergency protocol and are expected to know and understand district procedures for evacuations. Staff member have also been trained in CPR so that they can assist in providing life saving measures for students and other staff members as necessary.

In the event that a building of the Shenandoah Community School District is placed under jurisdiction other than its duly appointed and authorized professional staff for the purpose of emergency evacuation, no staff member whose assignment is in that building, shall be required by the Board of Education or the administration of the Shenandoah Community School District to perform any services above and beyond that all students under his/her immediate supervision have been safely evacuated. However, employees may be required to review the areas to which they are assigned for suspicious objects.

Assaults

Whenever an employee has suffered an assault while acting within the scope of his/her employment, the employee shall notify his/her immediate supervisor immediately. The District will provide appropriate assistance to the assaulted employee(s) for needed liaison with the police and other authorities

If, as a result of an unprovoked assault as described above, an employee's clothing and personal effects, subject to the District's insurance policy definition and loss, are torn or destroyed, provided an investigation by the District indicated there was no negligence on the part of the employee, the employee shall be eligible for reimbursement for the damage. Reimbursement by the District for any loss shall be made only if such loss is not covered by the employee's personal insurance. This provision shall apply only to those incidents which occur on school property and while the employee is engaged in school business. A request for reimbursement shall be submitted in writing to the superintendent, shall describe the incident, shall state the amount of

reimbursement sought and verification thereof, and shall be subject to approval by the District.

Harassment Prohibited

Harassment and bullying of students, employees, officers, board directors and volunteers are against federal, state and local policy, and are not tolerated by the board. The board is committed to providing all students, employees, officers, board directors and volunteers with a safe and civil school environment in which all members of the school community are treated with dignity and respect. To that end, the board has in place policies, procedures, and practices that are designed to reduce and eliminate bullying and harassment as well as processes and procedures to deal with incidents of bullying and harassment. Bullying and harassment of students, employees, officers, board directors or volunteers or by other students, employees, officers, board directors, or volunteers or by others such as parents, vendors, and persons doing business with the school district, will not be tolerated in the school or school district.

For the purpose of this policy, the term “volunteer” includes, but is not limited to, a person performing a service for the benefit of and at the request of the school district.

The board prohibits harassment, bullying, or hazing of students, employees, officers, board directors and volunteers based on any of the following actual or perceived traits or characteristics: age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status.

This policy is in effect while students, employees, officers, board directors and volunteers are on property within the jurisdiction of the board; while on school-owned or school-operated vehicles; while attending or engaged in school-sponsored or school approved activities or functions regardless of location; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the school or school district.

If, after an investigation, a student is found to be in violation of this policy, the student shall be disciplined by appropriate measures up to, and including, suspension and expulsion. If after an investigation a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures up to, and including, termination. If, after an investigation, a school officer or board director is found to be in violation of this policy, the officer or director shall be subject to appropriate measures which may include public reprimand or removal from office, in accordance with applicable board policies and procedures and the law. If, after an investigation, a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures up to, and including, exclusion from school grounds.

Harassment and bullying mean any electronic, written, verbal, or physical act or conduct toward a student, employee, officer, board director or volunteer which is based on any actual or perceived trait or characteristic of the individual and which creates an objectively hostile

school or work environment that meets one or more of the following conditions:

Places the student, employee, officer, board director or volunteers in reasonable fear of harm to their person or property;

- Has a substantially detrimental effect on the student's, employee's, officer's, board director's or volunteer's physical or mental health;
- Has the effect of substantially interfering with the student's academic performance or an employee's, officer's, board director's or volunteer's work performance; or
- Has the effect of substantially interfering with the student's, employee's, officer's, board director's or volunteer's ability to participate in or benefit from the services, activities, or privileges provided by a school.

“Electronic” means any communication involving the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means. “Electronic” includes but is not limited to communication via electronic mail, internet-based communications, pager service, cell phones, electronic text messaging, or similar technologies.

Harassment and bullying may include, but are not limited to, the following behaviors and circumstances:

- Verbal, nonverbal, physical or written harassment, bullying, hazing, or other victimization that have the effect of causing injury, discomfort, fear, or suffering to the victim;
- Repeated remarks of demeaning nature that have the effect of causing injury, discomfort, fear, or suffering to the victim;
- Implied or explicit threats concerning one's grades, achievements, property, etc. that have the effect of causing injury, discomfort, fear, or suffering to the victim;
- Demeaning jokes, stories, or activities directed at the victim that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim; and/or
- Unreasonable interference with a victim's performance or creation of an intimidating, offensive, or hostile learning or work environment.

Sexual harassment means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to the conduct is made either implicitly or explicitly a term or condition of the student's education or benefits or the individual's work or employment;
- Submission to or rejection of the conduct by a student or school employee is used as the basis for academic decisions affecting that student or employment decisions affecting the individual; or
- The conduct has the purpose or effect of substantially interfering with the student's academic performance or individual's work performance, or creating an intimidating, hostile or offensive

education or work environment.

In situations between students and school officials, faculty, staff, or volunteers who have direct contact with students, bullying and harassment may also include the following behaviors:

- Requiring that a student submit to bullying or harassment by another student, either explicitly or implicitly, as a term or condition of the targeted student's education or participation in school programs or activities; and/or
- Requiring submission to or rejection of such conduct as a basis for decisions affecting the student.

To the extent provided in Iowa Code Section 280.28, any person who promptly, reasonably, and in good faith reports an incident of bullying or harassment under this policy to a school official, shall be immune from civil or criminal liability relating to such report and to the person's participation in any administrative, judicial, or other proceeding relating to the report.

Retaliation, reprisal, or false accusation against any person because the person has filed a bullying or harassment complaint or assisted or participated in a harassment investigation or proceeding is also prohibited. Individuals who knowingly file false harassment complaints and any person who gives false statements in an investigation shall be subject to discipline by appropriate measures, as shall any person who is found to have retaliated against another in violation of this policy. Any student found to have retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. A school officer or board director found to have retaliated in violation of this policy shall be subject to measures up to, and including, public reprimand and removal from office, in accordance with applicable board policies and procedures and the law. Any school volunteer found to have retaliated in violation of this policy shall be subject to measures up to, and including, exclusion from school grounds. Other persons found to have retaliated in violation of this policy shall be subject to appropriate measures as determined by the school district.

The school or school district will promptly and reasonably investigate allegations of bullying or harassment. The building principal or designee will be responsible for handling all complaints alleging bullying or harassment at the school building level. The superintendent or designee will be responsible for handling all complaints of bullying and harassment at the district administration or board level.

It also is the responsibility of the superintendent, in conjunction with principals, to develop procedures regarding this policy. The superintendent also is responsible for organizing training programs for students, employees, school officers, board directors and volunteers. The training will include how to recognize harassment and what to do in case someone is bullied or harassed. It will also include proven effective harassment prevention strategies. The superintendent will also develop a process for evaluating the effectiveness of the policy in reducing bullying and harassment. The superintendent shall report to the board on the progress of reducing bullying and harassment.

The board will annually publish this policy. The policy may be publicized by the following means:

- Inclusion in the student handbook
- Inclusion in the employee handbook
- Inclusion in the registration materials
- Inclusion on the school or school district's website

And a copy shall be made available to any person at the central administrative office at 304 West Nishna, Shenandoah, IA 51601

Legal References:

20 U.S.C. §§ 1221-1234i (2004).
29 U.S.C. § 794 (1994).
42 U.S.C. §§ 2000d-2000d-7 (2004).
42 U.S.C. §§ 12001 *et. seq.* (2004).

Senate File 61, 1st Regular Session, 82nd
General Assembly, (2007). Iowa Code §§
216.9; 280.3 (2009).
281 I.A.C. 12.3(6).
Morse v. Frederick, 127 S.Ct. 2618 (2007)

103. E1 ANTI-BULLYING/HARASSMENT COMPLAINT FORM

Name of complainant:

Position of complainant:

Name of student or employee target:

Date of complaint:

Name of alleged harasser or bully:

Date and place of incident or incidents:

Nature of Discrimination or Harassment Alleged (Check all that apply)

<input type="checkbox"/>	Age	<input type="checkbox"/>	Physical Attribute	<input type="checkbox"/>	Sex
<input type="checkbox"/>	Disability	<input type="checkbox"/>	Political Belief	<input type="checkbox"/>	Sexual Orientation
<input type="checkbox"/>	Familial Status	<input type="checkbox"/>	Race/Color	<input type="checkbox"/>	Socio-economic
<input type="checkbox"/>	Marital Status	<input type="checkbox"/>	Religion/Creed	<input type="checkbox"/>	Other – Please Specify:
<input type="checkbox"/>	National Origin/Ethnic	<input type="checkbox"/>	Gender or Gender Identity		

Description of misconduct:

Name of witnesses (if any):

Evidence of harassment or bullying, i.e., letters, photos, etc. (attach evidence if possible):

Any other information: _____

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

Signature: _____

Date: / / _____

104.1E2 ANTI-BULLYING/HARASSMENT WITNESS DISCLOSURE FORM

Name of witness: _____

Position of witness: _____

Date of testimony, interview: _____

Description of incident witnessed: _____

Any other information: _____

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

Signatur : _____

Date: / /

DISPOSITION OF ANTI-BULLYING/HARASSMENT COMPLAINT FORM

Name of complainant: _____

Name of student or employee target: _____

Grade and building of student or employee: _____

Name and position or grade of alleged perpetrator /respondent: _____

Date of initial complaint: _____

Nature of discrimination or harassment alleged (Check all that apply)

<input type="checkbox"/>	Age	<input type="checkbox"/>	Physical Attribute	<input type="checkbox"/>	Sex
<input type="checkbox"/>	Disability	<input type="checkbox"/>	Political Belief	<input type="checkbox"/>	Sexual Orientation
<input type="checkbox"/>	Familial Status	<input type="checkbox"/>	Race/Color	<input type="checkbox"/>	Socio-economic
<input type="checkbox"/>	Marital Status	<input type="checkbox"/>	Religion/Creed	<input type="checkbox"/>	Other – Please Specify:
<input type="checkbox"/>	National Origin/Ethnic	<input type="checkbox"/>	Gender or Gender Identity		

Summary of investigation: _____

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

Signature: _____ Date: ____/____/____

104.1R1 ANTI-HARASSMENT/BULLYING INVESTIGATION PROCEDURES

Individuals who feel that they have been harassed should:

Communicate to the bully/harasser that the individual expects the behavior to stop, if the individual is comfortable doing so. If the individual wants assistance communicating with the bully/harasser, the individual should ask a teacher, counselor, principal, or superintendent to help.

If the harassment does not stop, or the individual does not feel comfortable confronting the harasser, the individual should:

1. Tell a teacher, counselor, principal or superintendent; and
2. Write down exactly what happened, keep a copy and give another copy to the teacher, principal or superintendent including:
 - what, when and where it happened;
 - who was involved;
 - exactly what was said or what the harasser did;
 - witnesses to the harassment;
 - what the complainant said or did, either at the time or later;
 - how the complainant felt; and
 - how the bully/harasser responded.

COMPLAINT PROCEDURE

An individual who believes that the individual has been harassed or bullied will notify the building principal or designee for all complaints at the school building level. The superintendent or designee will be responsible for handling all complaints of bullying and harassment at the district administration or board level. The alternate investigator is the Equity Coordinator, Assistant Principal or designee. The investigator may request that the individual complete the Harassment/Bullying Complaint form and turn over evidence of the harassment, including, but not limited to, letters, tapes, or pictures. However, completion of a complaint on the Harassment/Bullying Complaint form is not mandatory for purposes of investigating a complaint. The complainant shall be given a copy of the completed complaint form. Information received during the investigation is kept confidential to the extent possible.

An investigator, with the approval of the principal or the superintendent has the authority to initiate an investigation in the absence of a written complaint.

INVESTIGATION PROCEDURE

Level One

The building principal (or designee), for harassment or bullying occurring at the school building level, and the superintendent (or designee), for harassment or bullying occurring at the district administration or board level, will assign an investigator. The investigator will be designated by the building principal or superintendent and can be a supervisor, a building or district administrator, or a designated level 1 investigator for Chapter 102 complaints. The complainant should be informed of these choices and given the opportunity for input into the choice of investigator assigned to the complaint. Once assigned, the investigator will reasonably and promptly commence the investigation. The investigator will interview the complainant and the alleged harasser/bully. The alleged harasser/bully may file a written statement in response to the complaint. The investigator may also interview witnesses and consider other evidence as deemed appropriate. Upon completion of the investigation, the investigator will make written findings and conclusions as to each allegation of harassment or bullying and report the findings and conclusions to the principal (or designee), superintendent (or designee) or board president (or designee), depending upon whether the alleged harassment or bullying occurred at the school building or district administration or board level. The investigator will provide a copy of the written findings and conclusions of the investigation to the principal (or designee), superintendent (or designee) or board president (or designee), as appropriate.

Following receipt of the investigator's report, the principal, superintendent, or board president designee, as appropriate, may investigate further, if deemed necessary, and make a determination of any appropriate additional steps, which may include discipline or other remedial action.

Prior to the determination of the appropriate discipline or other remedial action, the principal, superintendent, or designee, as appropriate, may, at his/her discretion, interview the complainant and the alleged harasser/bully.

The principal, superintendent, or designee, as appropriate, will file a written report closing the case and documenting any disciplinary action taken or any other action taken in response to the complaint. The complainant, the alleged harasser/bully and the investigator will receive notice as to the conclusion of the investigation. The principal, superintendent, or designee, as appropriate will maintain a log of information necessary to comply with Iowa Department of Education reporting procedures.

Level Two

If the complaint is not resolved at level one to the satisfaction of the complainant or the alleged harasser/bully, the grievant(s) may appeal the findings to the superintendent or appropriate designee. The filing of the level two complaint must be within fifteen (15) working days from the date of the conclusion of the level one investigation and must be made in writing using the anti-harassment/bullying complaint form stating the nature of the grievance. The grievant may request a meeting concerning the complaint with the superintendent or designee. A parent or guardian may accompany a minor student. The superintendent or designee shall investigate the complaint and attempt to resolve it. A written report from the superintendent or designee regarding action taken will be sent to the involved parties within fifteen (15) working days after receipt of the level two complaint.

POINTS TO REMEMBER IN THE INVESTIGATION

- Evidence uncovered in the investigation is treated as confidential, to the extent possible. Complaints must be taken seriously and investigated.
- No retaliation will be taken against individuals involved in the investigation process. Individuals who retaliate will be subject to discipline as appropriate.
- The totality of the circumstances will be considered in determining whether conduct constitutes harassment or bullying in violation of this policy.
- Students, employees, officers, board directors, and volunteers are expected to fully and fairly cooperate in any investigation.

CONFLICTS

If the designated investigator is the subject of or a witness to the incident or is otherwise personally affected by the complaint procedures related to the incident, an alternate investigator shall investigate the complaint. If the building principal, superintendent, or designee involved in the investigation procedure and resolution of the complaint is the subject of or a witness to the incident or is otherwise personally affected by the complaint procedures related to the incident, an alternate administrator shall serve as a substitute.

This procedure in no way denies the right of a person to file a formal complaint with the Iowa Civil Rights Commission, the Federal Office of Civil Rights for the U.S. Department of Education, the Federal Equal Employment Opportunity Commission, and/or the Iowa Department of Education for mediation or rectification of civil rights grievances, or to seek private counsel for complaints alleging bullying, harassment, or discrimination.

Holidays

Board designated paid holidays will be days off without loss of pay for all full time and part time support staff employees, if the day falls within the employee's regular work schedule. If a holiday occurs during times that school is not in session and the employee is not normally scheduled to work, they will not be paid i.e. if the last day of school is scheduled before Memorial day and the employee is not scheduled to work past the end of the school year, the employee would not be paid for the holiday.

All support staff employees receive holiday pay. Board designated paid holidays for all employees:

Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day

Board designated paid holidays for 11/12 month support staff employees:

Labor Day	Good Friday
Thanksgiving Day	Memorial Day
Friday after Thanksgiving Day	Independence Day
Christmas Day	New Year's Day

Hours of Work

Employees will be notified of their normal work hours by their immediate supervisor. Employees may be asked to extend or reduce their hours for a specified day or time period at

the employer's discretion to meet the immediate needs of the district. Employees will be given five (5) days notice of any permanent change in their normal hours of work.

A reasonable effort will be made to schedule an employee's hours of work in a single block of time. However, the assigned hours may vary according to the needs of the employer.

Duty Free Meal Break

Employees who work a single block of time of six hours or more will have an unpaid duty-free meal break of not less than thirty minutes to be arranged with the employee's supervisor.

Employees who are assigned a duty during their meal break shall be paid for the duty time.

Injury on the Job

The district strives to maintain a safe and accident free work environment. Employees are expected to use good judgment, follow safety guidelines and procedures, and avoid taking hazardous actions such as but not limited to not using equipment that they have not been trained on, standing on chairs, or inappropriately attempting to lift objects.

It is the responsibility of the employee injured on the job to inform their supervisor and the business office of all injuries (minor and more serious) within twenty-four hours of the occurrence. An accident report needs to be completed and returned to the business office. The employee will need to work with the business office to file any Worker's Compensation claims that need to be filed.

Insurance

Employees who are regularly scheduled to work 30 hours or more per week shall be eligible annually to participate in the group health insurance plan. Such regular employees who also wish to purchase insurance coverage for their spouse or dependents may do so by meeting the requirements of the insurer.

Eligible employees who work less than 12 months per year shall receive a prorated contribution to the cost of insurance based upon the portion of a full work year that the employee is employed.

The board currently contributes the monthly premium amount equivalent to a PPO 1000 plan, or a comparable mutually agreed upon plan, toward the cost of insurance coverage for each fulltime, twelve-month employee. The employee may apply the payment to single or family coverage.

An employee who is on an unpaid leave, other than FMLA leave, shall be required to pay the premium to maintain coverage if the leave is more than thirty days long.

Leave Requests

All leave requests must be scheduled using the districts electronic leave request system (AESOP) prior to taking leave. If the leave is the result of an emergency, the employee must directly notify their supervisor of the need to be absent within 1 hour of the employee's scheduled work time or

as soon as it is logistically possible to do so. Employees who are absent from work without making appropriate contact and obtaining approval by their supervisor will be considered to have abandoned their position and may be subject to employee discipline up to and including termination.

Bereavement Leave

Up to five (5) days per occurrence, not cumulative, for death of a member of the immediate family. The immediate family includes child, stepchild or other custodial dependent, spouse, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild or grandparent of the employee.

A maximum of two days of bereavement leave will be granted for the death of a close friend or other relative not listed above.

Family Medical Leave Act

Eligible employees of the district are entitled to unpaid family and medical leave to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act of 1993. Employees must have been continuously employed by the district for a period of 12 months in order to be eligible to use family and medical level benefits under FMLA. An employee who is absent for three consecutive days for personal illness or for the care of a family member are required to complete FMLA forms. These are available in the Business Office.

Illness in the Immediate Family

Employees shall be granted leave of absence at full pay for an illness in the immediate family (spouse, children, mother, father, brother, sister, grandparent, or others of close familial relationship who, with approval of the Superintendent, because of a more unusual family or household arrangement, present a problem of immediate dependence prior to and at the time of said illness) not to exceed a total of five (5) days per year. If needed, one of these days may be used for a circumstance, in the immediate family, that cannot be accomplished outside of the working day. Such days are non-cumulative. An employee may request an additional unpaid leave of absence for up to one year, such request subject to the approval of the Board.

Jury Duty

The Board will allow classified employees to be excused for jury duty unless extraordinary circumstances exist. The Superintendent has the discretion to determine when extraordinary circumstances exist.

Jury duty leave may be paid or unpaid. If jury duty is paid leave, the employee must pay the school district the money he/she received for being on the jury.

When the employee is dismissed from jury duty, the employee shall report to their supervisor. The employee shall be required to perform the employee's duties remaining to be completed that day.

Military Service

The Board recognizes classified employees may be called to participate in the armed forces, including the National Guard. If a classified employee is called to serve in the armed forces, the employee shall have a leave of absence for military service until the military service is completed.

The leave shall be without loss of status or efficiency rating, and without loss of pay during the first thirty calendar days of the leave.

Personal Leave

At the beginning of the school year, each non-certified employee shall be granted two (2) days of leave without loss of pay to be used for the employee's personal business at the employee's discretion. A day is defined to be the employee's normal working day. For example, if you normally work 4 hours per day, one personal day of 4 hours is intended.

An employee planning to use a leave day shall notify his/her supervisor three (3) days in advance except in cases of emergency.

No personal leave day will be allowed the work day immediately preceding or immediately following any holiday, paid vacation, school recess, during the first or last weeks of the school year, or non-contract days such as teacher's workshops, in-services or parent-teacher conferences, except in cases of emergency. Should an emergency arise during the above days, permission is to be obtained from the employee's immediate supervisor.

Only one employee per job classification may be absent for a personal leave day at a time and will be granted on a first come-first serve basis. Exceptions may be made at the supervisor's discretion. Consideration will be given to the nature of the request, availability of a suitable substitute, and the impact on the overall work and learning environment. The decision is final and not subject to further grievance.

One personal leave day can be carried over to the next school year. Personal leave days shall not accumulate to more than 3 days in one year.

Each employee shall be reimbursed for a maximum of two (2) personal days not used during a school year. This reimbursement will be \$50 per day. A written request must be received in the Business Office on or before June 1st of the current school year. This reimbursement will be added to the employee's June check with appropriate taxes withheld.

Political Leave

The Board may provide a leave of absence to classified employees to run for elective public office. The Superintendent shall grant a classified employee a leave of absence to campaign as a candidate for an elective public office as unpaid leave.

The employee will be allowed one period of leave to run for the elective public office, and the leave may commence any time within thirty days of a contested primary, special, or general election and continue until the day following the election.

The request for leave must be in writing to the Superintendent at least thirty days prior to the starting date of the requested leave. The Board may deny the request for leave if the leave of absence would cause a substantial disruption in the work place or it is deemed in the best of interest of the district to do so.

Professional Leave

Professional leave may be granted to classified employees for the purpose of attending meetings and conferences directly related to their assignments. This request should be made using AESOP and the supporting documentation provided to the employee's direct supervisor.

It shall be within the direct supervisor to grant professional leave. The leave may be denied on the day before or after a vacation or holiday, on special days when services are needed, when it would cause undue interruption of the education program and school district operation, or for other reasons deemed relevant by the supervisor.

Sick leave (for personal use only)

Employees may access sick leave for their personal illness. Sick leave may not be used for family members or for any other reason. Evidence may be required to confirm the employee's illness, the need of illness leave, the ability to return to work and the capability to perform the duties required. Abuse of sick leave will result in employee discipline up to and including termination of employment.

Sick leave applies as follows:

1 st year	10 days
2 nd year	11 days
3 rd year	12 days
4 th year	13 days
5 th year	14 days
Subsequent years	15 days

Unused sick leave is cumulative to 120 days.

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 Worker's 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, 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 shall be paid \$20 for each unused sick day upon resigning or retiring from the district, provided the employee has been under contract with the district for a minimum of 10 consecutive years and the employee is resigning or retiring in good standing. This payment,

not to exceed 100 days, shall be made in July of the next fiscal year. This item would become effective with the 2006-200 school year and will not be retroactive.

Unpaid Leave

Unpaid leave, not to exceed 5 per school year, may be used to excuse an involuntary absence not provided for in other leave policies. Unpaid leave for employees must be submitted on AESOP and authorized by the Superintendent/ or designee. Whenever possible, employees shall make a written request (email is acceptable) for unpaid leave ten days prior to the beginning date of the requested leave. If the leave is granted, the deductions in salary shall be made unless they are waived specifically by the Superintendent.

The Superintendent shall have complete discretion to grant or deny the requested unpaid leave. In making this determination, the Superintendent shall consider the effect of the employee's absence on the education program and school district operation, the financial condition of the school district, length of service, previous record of absence, the reason for the requested absence and other factors the Superintendent believes are relevant in making this determination.

If unpaid leave is granted, the duration of the leave period shall be coordinated with the scheduling of the education program whenever possible to minimize the disruption of the education program and school district operations.

While on unpaid leaves, the employee's interest in the retirement funds, accumulative sick leave, seniority, and salary shall be frozen.

Vacation Leave

Full-time, 11/12 month support staff employees will earn vacation days as follows:

- During year one- A total of 5 days prorated to nearest ¼ day. Examples:
 - ¼ year – 1 ¼ days of vacation earned
 - ½ year – 2 ½ days of vacation earned
 - ¾ year – 3 ¾ days of vacation earned
 - 1 year – not to exceed 5 days total
 - During the second consecutive year: 5 days of vacation
 - During consecutive years 3 through 8: 10 days of vacation
 - After 8 consecutive years: 15 days of vacation
-
- All vacations are subject to approval of the Superintendent through the appropriate administrator or supervisor.
 - All employees shall have the equal opportunity to take earned vacation days throughout the entire year.
 - Vacation time is non-cumulative.
 - When a vacation includes a paid holiday, the paid holiday will be paid and not counted as vacation the allotted vacation time.
 - The work year is defined as the 12 months from July 1 of one year through June 30 of the following year.

Licensure

Employees who require a special license or other certification shall keep them current at their own expense. Licensing requirements needed for a position will be considered met if the employee meets the requirements established by law and by the Iowa Department of Education for the position.

Out of District Employment

The district recognizes some classified employees may have other employment out of the district. The general work schedule for the district is published well in advance and work hours are normally constant. It is important employees with more than one employer become familiar with the work schedule and communicate concerns well in advance. Employees work schedules, duties and responsibilities will not be altered by the district to accommodate out of district employment. The employee may be requested to discontinue outside employment if it conflicts with the employees ability to meet the needs of their assigned job duties.

Overtime

Any employee subject to the overtime provisions of the Fair Labor Standards Act of 1938, as amended, and who is required to work in excess of 40 hours in any established work week, shall be compensated for the hours in excess of 40 at the rate of one and one-half (1-1/2) times the regular rate of pay for the service performed.

Employees are required to have their immediate supervisor's approval prior to working hours that will result in overtime pay.

Pay Differential

Custodians working a night shift beginning at or after 2:00 p.m. will receive a \$1.00 per hour pay differential.

Level II and Level III Teacher Associates will receive \$.15 per hour pay differential. Associates with Para Certification or a minimum of an Associate Degree in an education related field will receive a \$.15 per hour pay differential.

Pay Schedule

Hours worked will be paid on the 20th of the month following the month in which the work was performed unless the pay date falls on or during a school holiday, vacation, or weekend. In such instance, the Business Office will attempt to distribute payment on the last previous working day. Direct deposit is the district preferred method of payment. Employees will need to notify the Business Office if a paper check is necessary at the point of hire.

Probationary Status

New employees will be subject to a 60 day probationary period. An employee may be terminated for any reason during this probationary period.

Physical Exams

Good health is important to job performance. Employees whose physical or mental health

may be in doubt in the opinion of the administration, shall present additional satisfactory examination results when requested to do so. The expense of any additional examinations, if requested by the administration, shall rest with the Board of Education.

Bus drivers shall present evidence of good health prior to employment and every other year in the form of a physical examination report unless otherwise required by law or medical opinion. The cost of the initial physical for bus drivers is at the expense of the employee. The cost of subsequent physicals shall be borne by the Board of Education.

If bus drivers go to the Shenandoah Medical Center Clinic for their required physical, the district will pay the Shenandoah Medical Center Clinic directly. If bus drivers go somewhere other than the Shenandoah Medical Center Clinic for their required physical, bus drivers covered by school insurance must turn the cost of the physical into insurance. After the payment process by the insurance company, the district will pay up to a maximum of \$50.00 on the balance of the physical directly to the doctor or medical clinic or, in some cases, to the employee. A bus driver that is not covered by school insurance will be reimbursed a maximum of \$50.00 toward the physical.

Influenza vaccinations are available each fall for all employees at no cost to the employee.

Professional Attire

Employees are respectfully asked to dress appropriately and professionally. It is understood various work assignments in the system require employees to dress in different attire. Please consult with your direct supervisor if you have questions as to what is considered appropriate. Friday is considered jeans/spirit day. Teachers participating in jeans/spirit day will pay \$1 per Friday for the jean fund. Staff choosing to wear jeans on Friday, must also wear **Shenandoah gear**. The last Friday of the month is a free “jeans” day.

Reduction in Force

The Board of Education retains the sole and exclusive right to determine the number of staff members to employ. If the Board determines that there shall be a reduction in the number of staff members, the Board will act upon the recommendation of the superintendent and administrative team to make such decisions. Consideration will be given to but not limited to an employee’s past evaluations, attendance, experience, qualifications, training, licensing and other identified factor deemed appropriate to the given situation.

Resignation

Support staff employees who wish to resign during the school work year will give the board notice of their intent to resign and final date of employment and cancel their employment within 10 work days prior to their last working day. A signed notice of the intent to resign will be in writing (email is acceptable) to the superintendent.

Reporting for Duty on Emergency Dismissals

Supervisors may require some support staff employees to report for duty on days and remain at

work when school is dismissed in order to meet the immediate needs of the district such as snow removal, assistance with displaced students, and other related situations. In most situations this type of action is not necessary and is only enacted when prudent; yet, all employees should be prepared to assist as needed and have alternate plans made for personal needs such as child and dependent adult care.

Required Training

Employees will be paid to attend required or mandatory training at their hourly rate of pay.

Safety Procedures- Special Education Safety Plans

Fire Evacuation-Physically Handicapped Students

The following procedure will be used for the evacuation of physically handicapped students who are unable to use stairs or unable to be quickly and safely moved from the building:

The teacher/teacher associate will assist the disabled student to an “area of safe refuge” behind fire doors. One staff member will be identified to stay with each physically disabled student. The building principal will notify the fire department of the location of the “areas of safe refuge” where physically disabled students may be found. One staff member will be responsible to notify the fire department.

Hearing Impaired Students

The following procedure will be used for the evacuation of hearing impaired students:

Although the building alarm system is equipped with light strobes – the teacher/teacher associate of a hearing impaired student will make eye contact with the student and communicate the nature of the emergency. An assigned staff member will assist the hearing impaired student to exit the building using the proper exit route.

Visually Impaired Students

The following procedure will be used for the evacuation of visually impaired students:

The teacher/teacher associate will assist the visually impaired student to exit the building using the proper exit route.

Tornado Precautions - Physically Handicapped Students

The following procedure will be used for the evacuation of physically handicapped students who are unable to use stairs or unable to be quickly and safely moved to designated areas of safety:

The teacher/teacher associate will assist the disabled student to an “area of safe refuge.” Identified staff member(s) will assist each student to the appropriate tornado shelter area.

Tornado Precautions - Hearing Impaired Students

The following procedure will be used for moving hearing-impaired students to tornado shelter areas:

The teacher of a hearing impaired student will make eye contact with the student and communicate the nature of the emergency.

The teacher/teacher associate will assist the hearing impaired student to the appropriate tornado shelter area.

Tornado Precautions - Visually Impaired Students

The following procedure will be used for the evacuation of visually impaired students to tornado shelter areas:

The teacher/teacher associate will assist the visually impaired student to the appropriate tornado shelter area.

Gas Leak Evacuation – Physically Handicapped Students

The following procedure will be used for the evacuation of physically handicapped students who are unable to use the stairs or unable to be quickly and safely moved to designated area of safety:

The teacher/teacher associate will assist the physically disabled students to an “area of safe refuge” away from the building. The teacher/teacher associate will stay with each physically disabled student.

The building principal will notify the fire department of the location of the “areas of safe refuge” where physically disabled students may be found. The local fire department will be notified. The local police department will be notified.

Gas Leak Evacuation – Hearing Impaired Students

The following procedure will be used for the evacuation of hearing impaired students:

The teacher/teacher associate of a hearing impaired student will make eye contact with the student and communicate the nature of the emergency. The teacher/teacher associate will assist the hearing impaired student to exit the building using the proper exit route. The local fire department will be notified. The local police department will be notified.

Gas Leak Evacuation – Visually Impaired Students

The following procedure will be used for the evacuation of visually impaired students:

The teacher/teacher associate will assist the visually impaired student to exit the building using the proper exit route. The local fire department will be notified. The local police department will be notified.

Intruder Alert – Physically Handicapped Students

The following procedure will be used for the movement of physically handicapped students who are unable to quickly and safely move to designated area of safety within the classroom:

Physically disabled students will be moved to an “area of safe refuge” within the classroom. One staff member will be identified to stay with each physically disabled student.

Intruder Alert – Hearing Impaired Students

The following procedure will be used for the movement of hearing impaired students:

The teacher/teacher associate of a hearing impaired student will make eye contact with the student and communicate the nature of the emergency. One staff member will assist the hearing impaired student to an “area of safe refuge” within the classroom.

Intruder Alert – Visually Impaired Students

The following procedure will be used for the movement of visually impaired students:

The teacher/teacher associate will assist the visually impaired student to an “area of safe refuge” within the classroom.

Staff/ Student Relationships

All employees are responsible for conducting themselves in an appropriate manner and holding high ethical standards when interacting with students. All relationships must be professional in nature and must not suggest any form of romantic relationship that is real or perceived by the student or others. Grooming a romantic relationship or dating a student of any age is not acceptable and is subject to employee discipline including immediate termination of employment. Do not allow a student to spend excessive time or give obsessive attention to yourself. If you are having difficulty with a student please contact your supervisor immediately to ask for assistance.

Substance-Free Workplace

EMPLOYEES ARE HEREBY NOTIFIED it is a violation of the Substance-Free Workplace policy for an employee to unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbituate, marijuana or any other controlled substance or alcohol, as defined in Schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15 and Iowa Code Chapter 204.

"Workplace" is defined as the site for the performance of work done in the capacity as a employee. This includes school district facilities, other school premises or school district vehicles. Workplace also includes nonschool property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

Employees who violate the terms of the Substance-Free Workplace policy may be required to successfully participate in a substance abuse treatment program approved by the board. The superintendent retains the discretion to discipline an employee for violation of the Substance-Free Workplace policy. If the employee fails to successfully participate in such a program the employee is subject to discipline up to and including termination.

EMPLOYEES ARE FURTHER NOTIFIED it is a condition of their continued employment that they comply with the above policy of the school district and will notify their supervisor of their

conviction of any criminal drug statute for a violation committed in the workplace, no later than five days after the conviction.

Transfer of Assignment

Employees are eligible to request a transfer to any vacancy within the system they are qualified to work. A transfer may also be initiated the supervisor or principal and approved by the superintendent, or by the superintendent.

When there is a vacancy within the system, a notice of the vacancy will be emailed to the staff and/or posted at least five (5) days at the Business Office, at the Bus Barn and in each school. Employees interested in applying for the vacancy shall submit their request for consideration in accordance with the notice of vacancy.

The superintendent will consider the following in making final work assignments that are in the best interest of the district:

- Principal and supervisor recommendation;
- Employee adaptability, attendance, interest, longevity, skill, training, and work habits;
- Equal Opportunity Employment and Affirmative Action Policies;
- Immediate and long term needs of the district

Employees may be involuntarily transferred by the superintendent to fill a vacant position as determined by the needs of the district. Involuntary transfers shall be made known in writing to the employee involved.

Time Clock

Employees are required to use the time clock management software to record their work hours. All work hours (including overtime and compensation time) must be accurately recorded in the system for the employee to be paid. Employees must verify their time sheets by the specified day or time using the time clock management software. Failure to do so may delay in payment for service performed..

Misuse of the time clock system such as but not limited to: refusing to use the system, clocking in for another employee, asking another person to clock in for the employee, inappropriately altering hours, or intentionally damaging the system and are grounds for termination of employment.

Some positions require the use of paper time sheets. Employees assigned to use paper time sheets must have their time sheet signed and submitted to their supervisor. Failure to do so may delay in payment for service performed.

Use of District Technology

Employees must conduct themselves in a manner that does not disrupt from or disrupt the educational process and failure to do so will result in discipline, up to and including, discharge.

Usage of the school district's computer resources is a privilege, not a right, and that use entails responsibility. All information on the school district's computer system is considered a public record. Whether there is an exception to keep some narrow, specific content within the information confidential is determined on a case by case basis. Therefore, users of the school district's computer network must not expect, nor does the school district guarantee, privacy for e-mail or use of the school district's computer network including websites visited. The school district reserves the right to access and view any material stored on school district equipment or any material used in conjunction with the school district's computer network.

Social Networking or Other External Websites

For purposes of this policy any website, other than the school district website or school-school district sanctioned websites, are considered external websites. Employees shall not post confidential or proprietary information, including photographic images, about the school district, its employees, students, agents or others on any external website without consent of the superintendent. The employee shall adhere to all applicable privacy and confidentiality policies adopted by the school district when on external websites. Employees shall not use the school district logos, images, iconography, etc. on external websites. Employees shall not use school district time or property on external sites that are not in direct-relation to the employee's job. Employees, students and volunteers need to realize that the Internet is not a closed system and anything posted on an external site may be viewed by others, all over the world. Employees, students and volunteers who don't want school administrators to know their personal information, should refrain from exposing it on the Internet. Employees, who would like to start a social media site for school district sanctioned activities, should contact the superintendent.

General

The following rules and regulations govern the use of the school district's computer network system, employee access to the Internet, and management of computerized records:

- Employees will be issued a school district e-mail account. Passwords must be changed periodically.
- Each individual in whose name an access account is issued is responsible at all times for its proper use.
- Employees are expected to review their e-mail regularly throughout the day, and shall reply promptly to inquiries with information that the employee can reasonably be expected to provide.
- Communications with parents and/or students must be made on a school district computer, unless in the case of an emergency, and should be saved and the school district will archive the e-mail records according to procedures developed by the Technology Director
- Employees may access the Internet for education-related and/or work-related activities.
- Employees shall refrain from using computer resources for personal use, including access to social networking sites.
- Use of the school district computers and school e-mail address is a public record. Employees cannot have an expectation of privacy in the use of the school district's computers.
- Use of computer resources in ways that violate the acceptable use and conduct regulation, outlined below, will be subject to discipline, up to and including discharge.

-
- Use of the school district's computer network is a privilege, not a right. Inappropriate use may result in the suspension or revocation of that privilege.
 - Off-site access to the school district computer network will be determined by the superintendent in conjunction with appropriate personnel.
 - All network users are expected to abide by the generally accepted rules of network etiquette. This includes being polite and using only appropriate language. Abusive language, vulgarities and swear words are all inappropriate.
 - Network users identifying a security problem on the school district's network must notify appropriate staff. Any network user identified as a security risk or having a history of violations of school district computer use guidelines may be denied access to the school district's network.

Prohibited Activity and Uses

The following is a list of prohibited activity for all employees concerning use of the school district's computer network. Any violation of these prohibitions may result in discipline, up to and including discharge, or other appropriate penalty, including suspension or revocation of a user's access to the network.

- Using the network for commercial activity, including advertising, or personal gain.
- Infringing on any copyrights or other intellectual property rights, including copying, installing, receiving, transmitting or making available any copyrighted software on the school district computer network. See Policy 605.7, Use of Information Resources for more information.
- Using the network to receive, transmit or make available to others obscene, offensive, or sexually explicit material
- Using the network to receive, transmit or make available to others messages that are racist, sexist, and abusive or harassing to others.
- Use of another's account or password.
- Attempting to read, delete, copy or modify the electronic mail (e-mail) of other system users.
- Forging or attempting to forge e-mail messages.
- Engaging in vandalism. Vandalism is defined as any malicious attempt to harm or destroy school district equipment or materials, data of another user of the school district's network or of any of the entities or other networks that are connected to the Internet. This includes, but is not limited to, creating and/or placing a computer virus on the network.
- Using the network to send anonymous messages or files.
- Revealing the personal address, telephone number or other personal information of oneself or another person.
- Intentionally disrupting network traffic or crashing the network and connected systems.
- Installing personal software or using personal disks on the school district's computers and/or network without the permission of the director of technology.
- Using the network in a fashion inconsistent with directions from teachers and other staff and generally accepted network etiquette.

Employees that violate the technology policy standards, regulations or the law, may be subject to employee discipline up to and including termination.



Letter of Agreement

This is an understanding and agreement between:

Kagan Professional Development (Kagan)
PO Box 72008
San Clemente, CA 92673-2008

& Shenandoah Community School District
304 W Nishna Rd
Shenandoah, IA 51601-2312

Federal Tax ID: 33-0593901

Kagan will present the following event:

- I. Topic: Kagan Cooperative Learning Day 1 & 2
 - II. Date(s): March 19-20, 2018
 - III. Total Day(s): 2
 - IV. Time: 8:30am-3:45pm
 - V. Location: Shenandoah Elementary
-

Shenandoah Community School District agrees to:

- I. Pay the consulting fee of \$13,596.00 for a maximum of 80 participants from Shenandoah Community School District only.
- II. **Participants attending from outside Shenandoah Community School District must pay \$349.00 per person (unless prior written approval is obtained from Kagan).**
- III. Provide additional seats for outside participants to attend this event at a price of \$349.00 per person.
- IV. Purchase the Cooperative Learning Textbook (BKCLW), and the Cooperative Learning Course Workbook Day 1 & 2 (NKWB1, NKWB2) for each participant at \$34.00 per person. This is an additional course materials fee, not included in aforementioned consulting fee.
- V. Sign and return this Letter of Agreement along with an approved purchase order at least 30 days prior to the start date of your event.
- VI. Contact Kagan's Workshop Coordinator with a final participant count at least 30 days prior to the start date of your event.
- VII. Provide the Kagan Workshop Coordinator with a list of workshop participant names prior to the start date of the event.
- VIII. If your signed agreement, approved purchase order, and participant count are not received at least 21 days prior to your event, you may be responsible for any additional shipping charges incurred.
- IX. Provide a location to have the workshop.
- X. Provide the following:
 1. Tables and chairs
 2. LCD projector with table, podium, extension cord with power strip, and screen (minimum 8'x8')
 3. Platform for presenter for groups over 50
 4. Lavalier wireless microphone and sound system for over 50 participants
 5. Three input cords to podium: 1) VGA cord to connect into venue projector; 2 & 3) two mini-jack input cords to connect into the venue audio system; one for the presenter's computer and the other for their iPod.
 6. Flip chart and markers (if applicable)
- XI. Comply with the terms of Kagan's Copyright: <https://www.KaganOnline.com/copyright>. Shenandoah

Community School District agrees not to offer trainings on the copyrighted content of this workshop without Kagan's permission or certification.

- XII. Collect a completed registration form from each participant in order to verify attendance and provide each participant a certification of completion.
-
-

Kagan agrees to:

- I. Provide consulting services.
 - II. Provide workshop materials for the instructor and participants that attend each day. Any materials in excess of attending participants will be sent back to Kagan.
 - III. Reimburse pre-approved sales helpers. The Workshop Coordinator will determine the number of helpers necessary for this event, if any. Helpers must be pre-authorized by the Workshop Coordinator in order to be eligible for reimbursement. Pre-authorized helpers will receive \$150 in Kagan product per day (not to exceed \$300 in Kagan product per event). Please see the *Workshop Sales Helper Form* for full details.
 - IV. Provide Shenandoah Community School District with an invoice and copy of applicable receipts after the event has concluded; typically within 30 days. Please contact Kagan's Contract Coordinator at 949-545-6366 if your invoice is required by a specific date.
-
-

Both parties understand that:

- I. Shenandoah Community School District may purchase Kagan product (except course materials) up to 3 weeks prior to the workshop date at a 10% discount plus free shipping. Please put your event date on your purchase order to ensure your discount.
- II. Any changes in content or time must be pre-approved by Nancy Murray, the Director of Workshops and Graduate Programs.
 1. Content shall include: Kagan Cooperative Learning Day 1 & 2
 2. Grade Levels: K-12
- III. If the workshop is cancelled by Shenandoah Community School District for any reason after travel and/or shipping expenses are incurred by Kagan, those expenses will be reimbursed by Shenandoah Community School District.
- IV. Outside Participants: No participants from outside the host school will be allowed to attend this workshop without the prior consent of both parties. Superintendents, principals, and administrators in charge of providing staff development are invited to attend at no cost when approved by the Director of Workshops and Graduate Programs prior to the event. If registration fees are to be collected from outside participants by either Kagan or the sponsoring school or district, both parties agree that all registration fees will go to Kagan.
- V. Advertising of any sort, printed or electronic, must be approved by Nancy Murray, the Director of Workshops and Graduate Programs before distribution. Copies of flyers, brochures, E-mail messages, or other advertising should be on file with Laurie Kagan, the Director of Professional Development.
- VI. It is agreed by Shenandoah Community School District that the presenter will administer a one-page Course Evaluation form to each participant. Shenandoah Community School District will return all completed evaluations to Kagan.
- VII. It is agreed by Shenandoah Community School District that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan.
- VIII. If events beyond the reasonable control of the parties (including, but not limited to, acts of God, declared war, governmental authority, terrorist attacks in or near the workshop site, or curtailment of transportation to or from the workshop site) make it illegal, impossible, or unreasonable for the trainer to perform as originally contracted under this Agreement, Kagan may terminate this Agreement, without liability. In the very extraordinary instance that an event must be cancelled by Kagan, Kagan agrees to reschedule the event, but will assume no financial responsibility to Shenandoah Community School District for the results of the cancellation.

Required Billing Information *(Host school/district to complete)*

This agreement must receive board approval.
Yes No

If yes, date approved: _____

The billing contact is different from the Host as listed in the above Letter of Agreement.
Yes No

If yes, please complete the following:

Billing Contact Name: _____

Title: _____

Billing Address: _____

Phone: _____ Fax: _____

Email: _____

To indicate your understanding and agreement, please sign one copy of this Letter of Agreement and return it to Kagan.

Agreed to and accepted by:

Murray R. Murray
(Signature)
Kagan Professional Development

Director of Workshops & Graduate Programs
(Title) August 8, 2017
(Date)

(Signature)
Shenandoah Community School District

(Title)

(Date)

Shenandoah Community School District Information Technology Department

304 West Nishna Road
Shenandoah, IA 51601
712-542-1581

Change in Backup Products from AEA.

7/31/2017

OVERVIEW

On June 28th Darek Madejski from Green Hills AEA emailed all current backup clients stating the AEA is changing products and purchasing will be direct with the vendor now instead of through AEA.

Current Conditions

1. AEA originally supported current Solution and help get systems setup. But Product was billed directly from the vendor BluPoint.
2. The current product only backs up the data with no real Disaster recovery piece (Virtual/Physical).
3. The current cost has averaged around the \$625-650 a month. It based on data backed up.

GOALS

1. The new product is called Infrascale (<https://www.infrascale.com/>) And still sold through Blupoint. So it is a change of product not vendor/Service.
2. The Solution cost \$250 per Terabyte. I priced 3Tb. That covers current data needs and some growth. I have the ability to add DR for all administration staff devices in the future at no cost.
3. We can always add more storage as needed.
4. This is a **complete Backup and DR product**. We can DR test as often as we want and not affect production environment.
5. This will also support our VMware Virtual Environment and DR for that also.

FINANCIAL

So the monthly cost of service will go up just a little to \$750 a month from \$625. But we are gaining Disaster Recovery which we do not have today. Quote attached.



QUOTE NUMBER
2205

DATE
July 13, 2017

VALID UNTIL
October 11, 2017 at 3:42pm

[Download PDF](#)

FROM
Ron Roberts
BluPointe DRS
PO Box 421036
Atlanta
30342-8036
BluPointe.com

PHONE
(404) 252-7626

FOR
Shenandoah Community School
District

TO
Richard Morgan-Fine

COPY TO
Brenda Davis

Quote for Shenandoah Community School District

Infrascale 1550 appliance

Rapid Failover from Anywhere:

You can failover a single virtual machine (VM), applications, a whole network, or site locally (seconds) or in the cloud (hours).

Reduce Hardware Costs:

When the cloud and intelligent software join forces, good things happen. It's how we erase expensive hardware and complex steps from the DR equation so you can bring your business back to life in minutes.

Build DR Your Way With Infrascale, you decide how you want to deploy failover for your business. Our DRaaS solution is delivered as a physical and virtual appliance and includes DR software and flexible cloud storage targeting. Check out our deployment models.

250.00

x

Choose quantity

750.00

per 36 months

Options selected
Total excluding tax

1 of 1
\$750.00
per 36 months

9.1 Term and Termination with Notice

TERM AND TERMINATION

Term. This Agreement shall commence as of the Effective Date and, unless earlier terminated in accordance with the provisions hereof, shall remain in full force and effect for the later of a period of thirty-six (36) months or the termination or expiration of the last Customer Agreement, unless at that time an Order specifies a later termination date, in which case the Term will terminate on such later termination date (the "Initial Term"). Following conclusion of the Initial Term and on every annual anniversary thereafter for so long as the Agreement is in effect, the Agreement will be renewable for a successive twelve (12, 24 or 36) month period (each, a "Renewal Term", and together with the Initial Term, the "Term"), unless either party has provided written notice to the other party of its intent not to renew at least thirty (30) days prior to the date of any such renewal. BluPointe will be obligated to notify Partner before renewal date or when the written notice period will begin or end unless the Partner is a New York entity, in which case BluPointe shall provide notice at least Sixty (60) days and not less than thirty (30) days prior to the time specified for serving such notice of cancellation, and BluPointe shall provide such notice by personal notice, email or certified mail. Customer is required to acknowledge receipt and reply of its intent to Renew or NOT RENEW WITHIN 30 DAYS OF RECEIPT OF THE NOTIFICATION THIS AGREEMENT WILL NOT RENEW AND Customer WILL NOT OWE Company ANY AND ALL FEES DUE as stated in an order or renewal order under revised terms, UNTIL (I) ONE PARTY HAS NOTIFIED the other party in writing OF ITS DESIRE TO RENEW or TERMINATE THIS AGREEMENT AT LEAST thirty (30) DAYS PRIOR TO THE END OF THE THEN-CURRENT TERM, AND (II) THE THEN-CURRENT TERM HAS EXPIRED.

2 Pricing and Payment

PRICING AND PAYMENT

Pricing. Pricing for Product(s) shall be as set forth in the QUOTE accepted by customer

1.2. Payment. All payments for Product(s) shall be due upfront at the beginning of each month unless otherwise expressly agreed upon by the parties in an Order. Payments rendered are deemed fully earned and are non-refundable. Fees due on a recurring basis for subscription-based Products shall be paid by automatic, recurring, pre-authorized charges for the annual or monthly subscription amounts specified, as applicable. For subscriptions requiring monthly payments, recurring charges shall typically be charged and payable to Company on each successive monthly anniversary of the Order or applicable payment date, and shall continue for the duration of the Term of this Agreement.

1.3. Late Payments. In addition to its other rights hereunder, including the right to terminate, Company may charge and Partner agrees to pay interest on any unpaid amounts. Interest shall accrue at the rate of twelve percent (12.0%) per annum on the unpaid balance, or, if less, the maximum amount permitted by applicable law until such past due amounts are fully paid. Any and all costs of collection incurred by Company in collecting such late or past due payments, including attorney’s fees and litigation costs, shall be borne by Partner.

1.4. Taxes and Fees. Fees for Products are exclusive of any shipping costs, taxes, fees, VAT or equivalent sales or use tax, duties, value added fees, withholding duties and other similar amounts. Partner shall be solely responsible for payment of all such fees and taxes, as well as the assessment, collection, remittance, accounting and reporting of taxes which are imposed on the Product(s) in any geography in which Partner or its Customers and end users receive the benefit of the Product(s). The partner may provide Company with a valid resale certificate for the state or other applicable jurisdiction in which Partner will conduct sales of Products.

1.5. Disputed Amounts. The parties agree to negotiate in good faith for the resolution of any disputes related to amounts due Company by Partner (“Disputed Amounts”).

3 No Returns

No Returns. Except for replacement of defective Hardware, all sales of Hardware by Company to Partner are final, and no returns, cancellations or rejections of the Hardware will be accepted or permitted. If Partner’s Customer returns or rejects any Hardware, Partner shall bear the sole and exclusive responsibility for such return or rejection unless it is due to the Hardware being defective when delivered.

(b) Defective Hardware. The company will replace defective Hardware provided it is within the specified warranty period, by the Warranty and Support Agreement.

4 Ship To:

SHIP TO

Ship to Name:

Ship To Company:

Shipping To Street:

Ship to Suite Number:

Shipping To City:

Shipping To State:

ShippingCountry:

ShippingPostalZip:

[Ask a Question...](#)

Quote for Shenandoah Community School District

Total excluding tax \$750.00 per 36 months (1 of 1 options selected)

Additional comments

Optional

Your order/reference number

Optional

Yes, I Richard Morgan-Fine agree to and accept this quote, on July 31, 2017 at 12:01pm.

MEAL CHARGES

In accordance with state and federal law, Shenandoah Community School District adopts the following policy to ensure school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy seeks to allow students to receive the nutrition they need

To stay focused during the school day, prevent the overt identification of students with insufficient funds to pay for school meals, and maintain the financial integrity of the nonprofit school nutrition program.

Payment of Meals: Students have use of a meal account. A student shall not be allowed to purchase or charge meals or a la carte items when funds are not available in the account. Deposits into lunch accounts may be made online or at the school office.

Students will be provided an alternate meal if they do not have funds available or have a negative balance from a previous purchase in their account. Students who are eligible for free lunch will be provided a reimbursable meal regardless of the account balance but will not be allowed to purchase additional a la carte items. Students with outstanding meal charge debt shall be allowed to purchase a meal if the student pays for the meal when it is received.

Employees may use a meal account, but may not charge against this account. An employee shall not be allowed to charge meals or a la carte items.

Negative Account Balances

The school district will make reasonable efforts to notify families when meal account balances are low or at a zero balance. Additionally, the school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. The school district will coordinate communications with families to resolve the matter of unpaid charges. Negative balances of more than \$5.00, not paid prior to June 30th will be turned over to the business office for collection. Options may include: collection agencies, small claims court, or any other legal method permitted by law.

Communication of the Policy

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

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

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

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

708 CARE, MAINTENANCE AND DISPOSAL OF SCHOOL DISTRICT RECORDS

School district records are housed in the central administration office of the school district. It is the responsibility of the superintendent to oversee the maintenance and accuracy of the records. The following records are kept and preserved according to the schedule below:

- Secretary's financial records Permanently
- Treasurer's financial records Permanently
- Minutes of the Board of Directors Permanently
- Annual audit reports Permanently
- Annual budget Permanently
- Permanent record of individual pupil Permanently
- Records of payment of judgments against
the school district 20 years
- Bonds and bond coupons 10 years
- Written contracts 10 years
- Cancelled warrants, check stubs, bank statements,
bills, invoices, and
related records 5 years
- Recordings of closed meetings 1 year
- Program grants As determined by the grant
- Nonpayroll personnel records 7 years
- Payroll records 3 years

Employees' records are housed in the central administration office of the school district. The employees' records are maintained by the superintendent, the building administrator, the employee's immediate supervisor, and the board secretary.

An inventory of the furniture, equipment, and other nonconsumable items other than real property of the school district is conducted annually under the supervision of the superintendent. This report is filed with the board secretary.

The permanent and cumulative records of students currently enrolled in the school district are housed in the central administration office of the attendance center where the student attends. Permanent records must be housed in a fireproof vault. The building administrator is responsible for keeping these records current. Records of students who have graduated or are no longer enrolled in the school district are housed in the high school office. These records will be maintained by the superintendent.

Approved 08/08/94

Reviewed 02/16/16

Revised 05/09/11

708 CARE, MAINTENANCE AND DISPOSAL OF SCHOOL DISTRICT RECORDS

The superintendent may microfilm or microfiche school district records and may destroy paper copies of the records if they are more than three years old. A properly authenticated reproduction of a microfilmed record meets the same legal requirements as the original record.

Legal Reference: City of Sioux City v. Greater Sioux City Press Club, 421 N.W.2d 895 (Iowa 1988).
 City of Dubuque v. Telegraph Herald, Inc., 297 N.W.2d 523 (Iowa 1980).
 Iowa Code §§ 22.3, .7; 279.8, .15, .16; 304 (2009).
 281 I.A.C. 12.3(6).

Cross Reference: 206.3 Secretary-Treasurer
 215 Board of Directors' Records
 401.5 Employee Records
 506 Student Records
 901 Public Examination of School District Records

Approved 08/08/94

Reviewed 02/16/16

Revised 05/09/11

LICENSE AGREEMENT

This Agreement, made the 14th day of August, 2017, between Valley Farms, Inc., hereinafter called the Owner, and the Shenandoah Community School District, hereinafter called the Licensee.

Witnesseth as follows:

1. **The Premises:** The real estate involved in this license, owned by Valley Farms Inc., is generally described as:

Owner's real estate located in Section 29, Township 69 North, Range 39 West of the 5th P.M., Page County, Iowa.

Being that portion of the Owner's real estate which is **not** used for row crop purposes, which real estate is located adjacent to the Shenandoah Community School District high school and middle school.

(Hereinafter referred to as the "Premises").

2. **License for Cross Country.** The Owner hereby licenses and authorizes the Licensee at all times during the continuance of this Agreement to enter upon the Premises above described by its officers, students, coaches, agents, and employees and with all necessary equipment, tools, machines, implements, and appliances to lay out and maintain a cross-country practice course, and for that purpose to improve, roll, mow, and adapt the said Premises to that use, and there to practice school cross-country subject to the conditions hereinafter contained.
3. **Restrictions as to Waste.** The Licensee shall not, except so far as may be reasonably necessary for laying out and maintaining the said Premises for a cross-country course as aforesaid, commit any waste thereon, and in particular shall not without the permission in writing of the Owner cut down or destroy or injure any bushes or trees or growing crop. And the Licensee shall be answerable for any damage done to the Premises, other than ordinary wear and tear and except as is otherwise permitted by this Agreement, by any persons entering upon the Premises in pursuance of this license.
4. **Fixtures.** The Licensee may erect and fix in and upon the Premises any flags and temporary necessities to be used exclusively for the purposes of the Licensee, and shall at or before the determination of this Agreement remove the same and make good all damage done thereby.
5. **Rent.** The Licensee shall, so long as the license hereby granted continues, pay to the Owner annually the sum of One Dollar, the first of such payments to be made upon execution of the within Agreement, and subsequent annual payments on the same day of each succeeding year while this license is in effect.

6. Owner Not to Interfere With Licensee. The Owner will not interfere with the portion of Owner's Premises used for cross country practice, but will have the right to inspect and enter upon said Premises at all reasonable times to assure that the Licensee is operating its cross country practice in accordance with this Agreement.

7. Indemnity and Liability Insurance. To the extent permitted by law, Licensee will protect, indemnify and save harmless the Owner from and against any and all lost, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and or damage to person or property, happening or done, in, upon or about the Premises, as a direct or indirect result of the Licensee's use or occupancy thereof, or any part thereof by the Licensee or any person claiming through or under the Licensee. The Licensee further covenants and agrees that it will at its own expense procure and maintain casualty and liability insurance in a responsible company *or* companies authorized to do business in the State of Iowa, in amounts not less than One Million (\$1,000,000) for any one person injured, and Two Million (\$2,000,000) for any one accident, and with limits of \$60,000 for property damage, protecting the Owner against such claim, damages, costs or expenses on account of injury to any person or persons, or any property belonging to any person or persons by reason of such casualty, accident or other happening on or about the licensed premises during the term thereof. Certificates or copies of said policies, naming the Owner, and providing for thirty (30) days' notice to the Owner before cancellation of such policy shall be delivered to the Owner within seven (7) days from the date of the beginning of the term of this Agreement.

8. Termination. The Owner may by thirty (30) days notice in writing to Licensee cancel this Agreement and revoke the license hereby granted if the Owner determines that the Licensee is not operating its cross country practice, and use of Owner's Premises in accordance with this Agreement. Licensee shall have the right to terminate this Agreement for its convenience and without cause. Termination without cause shall be provided by either party giving thirty (30) days' notice in writing. Notice may be given by the Owner by delivering it to the secretary of the Shenandoah Community School District, or to its Superintendent; notice of termination may be provided to Owner by Licensee by delivering it to Owner's agent, currently David Lashier of Lashier, Bonefas, Baldwin & Co., PO Box 307, Shenandoah, IA 51601.

In witness whereof, the parties have executed the within License Agreement on the date first written above.

Valley Farms Inc.

Shenandoah Community School District

By _____

By _____



REC'D

JUL 10 2017

SUPERINTENDENT OF SCHOOLS

Halverson Center for Education
24997 Hwy 92, PO Box 1109
Council Bluffs, IA 51502

712.366.0503
In-State: 844.366.0503
Fax: 712.366.7772

TO: Board Presidents, Board Secretaries, and Superintendents of Director District 6
FROM: Linda Perdue, Board Secretary
SUBJECT: Election of AEA Board Members
DATE: July 5, 2017

With this being an odd numbered year (2017), the Green Hills AEA will be accepting *Statement of Candidacy* submissions for the election of a Director District 6 Board member. Director District 6 consists of the following community school districts: East Mills, Essex, Fremont-Mills, Hamburg, Red Oak, Shenandoah, Sidney, and South Page. Director District 6's current Board Member is Kenneth Lee. Mr. Lee has indicated that he does not plan to file a Statement of Candidacy.

The directors of an area education agency board are elected by a weighted vote of the members of the boards of directors of the local school districts located within the director district.

<u>Voting Data</u>	<u>School District</u>	<u>Percentage Vote</u>
	East Mills	12.30
	Essex	4.94
	Fremont-Mills	9.02
	Hamburg	6.32
	Red Oak	26.18
	Shenandoah	26.78
	Sidney	9.12
	South Page	5.34
		100.00%

The member of the area education agency board to be elected may be a member of a local school district board of directors and shall be an elector and a resident of the director district, but shall not be a school district employee. A member of an area education agency board shall not serve on the board of directors of a merged area (community college). The board member shall serve on the Green Hills AEA Board of Directors for a term of four (4) years, beginning the first regular meeting of October 2017.

Notice of the election will be published in the *Valley News Today* and *Red Oak Express* newspapers. A candidate for election to the area education agency board shall file a "Statement of Candidacy" with the Green Hills AEA Board Secretary not later than August 15. I have enclosed a statement of candidacy form that you may copy if you receive a request for the form at your office. The form is also available at the administrative offices of the Green Hills AEA, located at 24997 Highway 92, Council Bluffs, Iowa.

Not later than September 1, I will send by certified mail a list of candidates in ballot form to the presidents of the boards of directors of each school within the director district. Your district Board of Directors will act on the ballot at its September Board meeting. In order for the district's ballot to be counted, the ballot must be received in my office by 4:30 p.m. on September 30 or be clearly postmarked by an officially authorized postal service not later than September 29 and received not later than noon on the first Monday following September 30.

Anyone requesting further information on the election may call, e-mail or write to me at Green Hills AEA, (712) 366-0503, lperdue@ghaea.org, PO Box 1109, Council Bluffs, Iowa 51502-1109.

Enclosures

- *Election of Directors* Section of Iowa Code 273.8 and Statement of Candidacy form

273.8 Area education agency board of directors.

1. *Board of directors.* The board of directors of an area education agency shall consist of not less than five nor more than nine members, each a resident of and elected in the manner provided in this section from a director district that is approximately equal in population to the other director districts in the area education agency. Each director shall serve a four-year term which commences at the organization meeting.

2. *Election of directors.* Except as otherwise provided in subsection 3, the board of directors of an area education agency shall be elected by a vote of the members of the boards of directors of the local school districts located within the director district. The procedure for conducting the elections shall be as follows:

a. Notice of the election shall be published by the area education agency administrator not later than July 15 of the odd-numbered year in at least one newspaper of general circulation in the director district. The cost of publication shall be paid by the area education agency.

b. A candidate for election to the area education agency board shall file a statement of candidacy with the area education agency secretary not later than August 15 of the odd-numbered year, on forms prescribed by the department of education. The statement of candidacy shall include the candidate's name, address, and school district. The list of candidates shall be sent by the secretary of the area education agency in ballot form by certified mail to the presidents of the boards of directors of all school districts within the director district not later than September 1. In order for the ballot to be counted, the ballot must be received in the secretary's office by the end of the normal business day on September 30 or be clearly postmarked by an officially authorized postal service not later than September 29 and received by the secretary not later than noon on the first Monday following September 30.

c. The board of each separate school district that is located entirely or partially inside an area education agency director district shall cast a vote for director of the area education agency board based upon the ratio that the population of the school district, or portion of the school district, in the director district bears to the total population in the director district. The population of each school district or portion shall be determined by the department of education. The member of the area education agency board to be elected may be a member of a local school district board of directors and shall be an elector and a resident of the director district, but shall not be a school district employee.

d. Vacancies, as defined in section 277.29, in the membership of the area education agency board shall be filled for the unexpired portion of the term at a director district convention called and conducted in the manner provided in subsection 3.

3. *Director district convention.* If no candidate files with the area education agency secretary by the deadline specified in subsection 2, or a vacancy occurs, or if otherwise required as provided in section 273.23, subsection 3, a director district convention, attended by members of the boards of directors of the local school districts located within the director district, shall be called to elect a board member for that director district. The convention location shall be determined by the area education agency administrator. Notice of the time, date, and place of a director district convention shall be published by the area education agency administrator in at least one newspaper of general circulation in the director district at least thirty days prior to the day of the convention. The cost of publication shall be paid by the area education agency. A candidate for election to the area education agency board shall file a statement of candidacy with the area education agency secretary at least ten days prior to the date of the director district convention on forms prescribed by the department of education, or nominations may be made at the convention by a delegate from a board of directors of a school district located within the director district. A statement of candidacy shall include the candidate's name, address, and school district. Delegates to director district conventions shall not be bound by a school board or any school board member to pledge their votes to any candidate prior to the date of the convention.

4. *Organization.*

a. The board of directors of each area education agency shall meet and organize at the first regular meeting in October following the regular school election at a suitable place designated by the president. Directors whose terms commence at the organizational

meeting shall qualify by taking the oath of office required by section 277.28 at or before the organizational meeting.

b. The provisions of section 260C.12 relating to organization, officers, appointment of secretary and treasurer, and meetings of the merged area board apply to the area education agency board.

5. *Quorum.* A majority of the members of the board of directors of the area education agency shall constitute a quorum.

6. *Change in directors.* The board of an area education agency may change the number of directors on the board and shall make corresponding changes in the boundaries of director districts. Changes shall be completed not later than July 1 of a fiscal year for the director district conventions to be held the following September.

7. *Boundary line changes.* To the extent possible the board shall provide that changes in the boundary lines of director districts of area education agencies shall not lengthen or diminish the term of office of a director of an area education agency board. Initial terms of office shall be set by the board so that as nearly as possible the terms of one-half of the members expire biennially.

8. *Census changes.*

a. The board of the area education agency shall redraw boundary lines of director districts in the area education agency after each census to compensate for changes in population if changes in population have taken place.

b. Where feasible, boundary lines of director districts shall coincide with the boundary lines of school districts and the boundary lines of election precincts established pursuant to sections 49.3 to 49.6.

[C97, §2833; C24, 27, 31, 35, 39, §4119, 4121; C46, §273.1, 273.3; C50, 54, 58, 62, §273.4, 273.5, 273.9, 273.10; C66, 71, 73, §273.4, 273.5, 273.9, 273.10, 280A.23(2); C75, 77, §273.8, 280A.23(2); C79, 81, §273.8, 280A.28, 280A.29; 82 Acts, ch 1088, §1, ch 1136, §4 - 6]

84 Acts, ch 1219, §13, 14; 85 Acts, ch 138, §4; 2003 Acts, ch 180, §19, 20; 2008 Acts, ch 1115, §7 - 9, 21; 2009 Acts, ch 41, §108; 2010 Acts, ch 1061, §180

Referred to in §256B.9, §273.2, §273.3, §273.21, §273.23, §273.27

**Statement of Candidacy
For Election to the
Area Education Agency Board of Directors
pursuant to Iowa Code 273.8
Green Hills Area Education Agency Number 9213
Director District Number 6**

Director Qualifications: The member of the area education agency board to be elected may be a member of a local school district board of directors and shall be an elector and a resident of the director district, but shall not be a school district employee. (273.8(2c)) A member of an area education agency board shall not serve on the board of directors of a merged area (260C.11(1)).

I, _____, residing at
_____ name _____
_____ street address _____
_____ town, Iowa _____ zip code _____

hereby certify under penalty of perjury pursuant to Iowa Code sections 622.1 and 273.8 that I am a qualified candidate to serve on an area education board of directors and am an elector and resident of the _____ School District and an elector and resident of the Director District Number 6.

Signature

A candidate for election to the area education agency board shall file a statement of candidacy with the area education agency secretary not later than August 15 of the odd-numbered year (273.8(2b)). If no candidate files by the deadline or a vacancy occurs a director district convention shall be called to elect a board member for that director district. A candidate for election to the area education agency board shall file a statement of candidacy with the area education agency secretary at least ten days prior to the date of the director district convention. (273.8(3)). The statement of candidacy shall include the candidate's name, address, and school district (273.8(2)).

EMPLOYEES (Series 400)

400 ROLE OF AND GUIDING PRINCIPLES FOR EMPLOYEES

This series of the board policy manual is devoted to the board's goals and objectives for employees in the performance of their jobs. Employees provide a variety of important services for the children of the school district community. They may be teaching or assisting in the classroom, working in the office, maintaining the facilities, driving or repairing the school buses, or cooking lunches. Each employee plays a vital role in providing an equal opportunity for a quality education for students commensurate with the students' individual needs. While the teachers have the most direct impact on the formal instruction of students, all employees have an impact on the school environment by their dedication to their work and their actions. As role models for the students, employees shall promote a cooperative, enthusiastic, and supportive learning environment for the students.

In striving to achieve a quality education program, the board's goal is to obtain and retain qualified and effective employees. The board shall have complete discretion to determine the number, the qualifications, and the duties of the positions and the school district's standards of acceptable performance. It shall be the responsibility of the superintendent to make recommendations to the board in these areas prior to board action. The board recognizes its duty to bargain collectively with duly certified collective bargaining units. The board shall strive to fulfill this duty.

Board policies in this series relating to general employees shall apply to employees regardless of their position as a licensed employee, classified employee, substitute or administrator. Board policies relating to licensed employees shall apply to positions that require a teaching license or administrator's certificate or other professional license, certificate or endorsement, unless administrative positions are specifically excluded from the policy. Classified employees' policies included in this series shall apply to positions that do not fall within the definition of licensed employee.

Approved 08/08/94 Reviewed 05/10/10 Revised 11/14/05

401.1 EMPLOYEE ORIENTATION

Employees must know their role and duties. New employees shall be required to participate in an orientation program. It shall be the responsibility of the immediate supervisor to provide the new employee with a review of the employee's responsibilities and duties. Payroll procedures and employee benefit programs and accompanying forms will be explained to the employee by the superintendent and/or business manager.

New employees will be required to assume the responsibilities of their position immediately. The administration and the immediate supervisor shall be available to answer questions.

Legal Reference: Iowa Code §§ 20; 279.8 (2009)

Cross Reference: 401.7 Employee Relations to the Administration and to the Board
402.6 Employee Relations to the Public
404 Employee Conduct and Appearance

401.2 EQUAL EMPLOYMENT OPPORTUNITY

The Shenandoah Community School District will provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district will take affirmative action in major job categories where women, men, minorities and persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and affirmative action policies. Employees will be given notice of this policy annually.

The board will appoint an affirmative action coordinator. The affirmative action coordinator will have the responsibility for drafting the affirmative action plan. The affirmative action plan will be reviewed by the Superintendent and Affirmative Action Coordinator at least every two years.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Iowa Department of Education for the position for which they apply. In employing individuals, the board will consider the qualifications, credentials, and records of the applicants without regard to age, race, color, sex, national origin, gender, gender identity, religion, creed, marital status, sexual orientation, socioeconomic status, or disability. In keeping with the law, the board will consider the veteran status of applicants.

Prior to a final offer of employment for any district position, the district shall conduct background checks of the applicant(s) as required by law. The district shall also conduct or ensure the requisite follow-up background checks are conducted of employees at least every five years as required by law. An employee shall not be charged for background checks, except as permitted by Iowa law. The district reserves the right to conduct background checks for volunteers prior to initial service or at any time thereafter.

Advertisements and notices for vacancies within the district will contain the following statement: "The Shenandoah Community School District is an equal employment opportunity/affirmative action employer." The statement will also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, will be directed to the Affirmative Action Coordinator by writing to the Affirmative Action Coordinator, Shenandoah Community School District, 304 West Nishna Road, Shenandoah, Iowa 51601; or by telephoning (712) 246-1581.

Approved 08/08/94

Reviewed 07/16/13

Revised 07/16/13

401.2 EQUAL EMPLOYMENT OPPORTUNITY

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Equal Employment Opportunity Commissions, Milwaukee Area Office, Reuss Federal Plaza, 310 West Wisconsin Ave., Suite 800, Milwaukee, WI., 53203-2292, (800) 669-4000 or TTY (800) 669-6820. <http://www.eeoc.gov/field/milwaukee/index.cfm>

or the Iowa Civil Rights Commission, 400 E. 14th Street, Des Moines, Iowa, 50319-1004, (515) 281- 4121 or 1-800-457-4416, <http://www.state.ia.us/government/crc/index.html>. This inquiry or complaint to the federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the school district's central administrative office and the administrative office in each attendance center.

Legal Reference: 29 U.S.C. §§ 621-634 (2006).
42 U.S.C. §§ 2000e et seq. (2006).
42 U.S.C. §§ 12101 et seq. (2006).
Iowa Code §§ 19B; 20; 35C; 73; 216; 279.8 (2009).
281 I.A.C. 12.4; 14.1; 95.

Cross Reference: 102 Equal Educational Opportunity
104 Bullying/Harassment
405.2 Licensed Employee Qualifications, Recruitment, Selection
411.2 Classified Employee Qualifications, Recruitment, Selection

401.3 EMPLOYEE CONFLICT OF INTEREST

Employees' use of their position with the school district for financial gain is considered a conflict of interest with their position as employees and may subject employees to disciplinary action.

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee without the approval of the superintendent. If the approval of the superintendent is given, the employee must conduct the solicitations within the conditions set by the superintendent.

Further, the superintendent may, upon five days notice, require the employee to cease such solicitations as a condition of continued employment.

Employees will not act as an agent or dealer for the sale of textbooks or other school supplies. Employees will not participate for personal financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to students or to parents. Employees will not engage in outside work or activities where the source of information concerning the customer, client or employer originates from information obtained because of the employee's position in the school district.

It will also be a conflict of interest for an employee to engage in any outside employment or activity which is in conflict with the employee's official duties and responsibilities. In determining whether outside employment or activity of an employee creates a conflict of interest, situations in which an unacceptable conflict of interest is deemed to exist will include, but not be limited to, any of the following:

1. The outside employment or activity involves the use of the school district's time, facilities, equipment and supplies or the use of the school district's badge, uniform, business card or other evidences of office to give the employee or the employee's immediate family an advantage or pecuniary benefit that is not available to other similarly situated members 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 who is employed by the school district.
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 school 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 during which the employee performs service or work for the school 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 duties.

Approved 08/08/94

Reviewed 11/14/11

Revised 11/14/11

401.3 EMPLOYEE CONFLICT OF INTEREST

If the outside employment or activity is employment or activity in (1) or (2) above, the employee must cease the employment of 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 is the responsibility of each employee to be aware of and take the necessary action to eliminate a potential conflict of interest should it arise.

Legal Reference: Iowa Code §§ 20.7; 68B; 279.8; 301.28 (2009).

Cross Reference: 203 Board of Directors' Conflict of Interest
402.4 Gifts to Employees
402.7 Employee Outside Employment
404 Employee Conduct and Appearance

Approved 08/08/94

Reviewed 11/14/11

Revised 11/14/11

401.4 NEPOTISM

More than one family member may be an employee of the school district. One family member employed by the school district may not be supervised or evaluated by another family member employed by the school district.

The employment by the board of more than one individual in a family is on the basis of their qualifications, credentials and records.

Legal Reference: Iowa Code §§ 20; 71; 277.27; 279.8 (2009).

Cross Reference: 405.2 Licensed Employee Qualifications, Recruitment Selection
411.2 Classified Employee Qualifications, Recruitment Selection

Approved 08/08/94

Reviewed 05/10/10

Revised 05/10/10

401.5 EMPLOYEE COMPLAINTS

Complaints of employees against fellow employees should be discussed directly between employees. If necessary, complaints will be brought directly to the immediate supervisor, principal or superintendent and will be made in a constructive and professional manner. Complaints will never be made in the presence of other employees, students or outside persons.

A formal grievance procedure is contained in the master contract between the employee's licensed bargaining unit and the board. This policy will not apply to a complaint that has been or could be filed at the employee's discretion under that formal grievance procedure.

Legal Reference: Iowa Code §§ 20.7, .9; 279.8 (2009)

Cross Reference: 309 Communication Channels
402.5 Public Complaints about Employee

Approved 08/08/94

Reviewed 05/10/10

Revised 05/10/10

401.6 EMPLOYEE RECORDS

The school district will maintain personnel records on employees. The records are important for the daily administration of the educational program, for implementing board policy, for budget and financial planning, and for meeting state and federal requirements.

The records will include, but not be limited to, records necessary for the daily administration of the school district, salary records, evaluations, application for employment, references, and other items needed to carry out board policy. Employee personnel files are school district records and are considered confidential records and therefore are not generally open to public inspection or accessibility. Only in certain limited instances, when the employee has given a signed consent, will employee personnel records be accessible to individuals other than the employee or authorized school officials.

Employees may have access to their personnel files, with the exception of letters of reference, and copy items from their personnel files at a time mutually agreed upon between the superintendent and the employee. The school district may charge a reasonable fee for each copy made. However, employees will not be allowed access to the employment references written on behalf of the employee. Board members will generally only have access to an employee's file when it is necessary because of an employee related matter before the board.

It is the responsibility of the superintendent to keep employees' personnel files current. The board secretary is the custodian of employee records.

It is the responsibility of the superintendent to develop administrative regulations for the implementation of this policy.

Legal Reference: Iowa Code Chs. 20,21,22,91B (2009)

Cross Reference: 402.1 Release of Credit Information
403 Employees' Health and Well Being
708 Care, Maintenance and Disposal of School District Records

Approved 08/08/94

Reviewed 09/12/11

Revised 09/12/11

401.6R1 EMPLOYEE RECORDS REGULATION

Employee Personnel Records Content

1. Employee personnel records may contain the following information:

- Personal information including, but not limited to, name, address, telephone number, emergency numbers, birth date and spouse.
- Individual employment contract.
- Evaluations.
- Application, resume and references.
- Salary information.
- Copy of the employee's license or certificate, if needed for the position.
- Educational transcripts.
- Assignment.
- Records of disciplinary matters.

2. Employee health and medical records are kept in a file separate from the employee's personnel records. Health and medical records may contain, but are not limited to:

- Medical professional signed physical form.
- Sick or long-term disability leave days.
- Worker's compensation claims.
- Reasonable accommodation made by the school district to accommodate the employee's disability.
- Employee's medical history.
- Employee emergency names and numbers.
- Family and medical leave request forms.

1. 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. "Compensation" includes the value of benefits conferred including, but not limited to: casualty, disability, life or health insurance, other health or wellness benefits, vacation, holiday and sick leave, severance payments, retirement benefits and deferred compensation;
- The dates the individual was employed by the government body;
- The positions the individual 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 individuals previous employers, positions previously held and dates of previous employment;
- The fact that the individual was discharged as the result of a final disciplinary action upon the exhaustion of all applicable contractual, legal and statutory remedies; and,
- Personal information in confidential personnel records of government bodies relating to student employees shall only be released pursuant to the Family Educational Privacy Rights Act (FERPA.)

401.6R1 EMPLOYEE RECORDS REGULATION

Applicant File Records Content

Records on applicants for positions with the school district are maintained in the central administration office. The records will include, but not be limited to:

- Application for employment.
- Resume.
- References.
- Evidence of appropriate license or certificate, if necessary for the position for which the individual applied.
- Affirmative action form, if submitted.

Record Access

Only authorized school officials will have access to an employee's records without the written consent of the employee. Authorized school officials may include, but not be limited to, the superintendent, building principal, or board secretary. In the case of a medical emergency, the school nurse or other first aid or safety personnel may have access to the employee's health or medical file without the consent of the employee.

Board members will generally only have access to an employee's personnel file without the consent of the employee when necessary for the conducting of board business.

Employee Record Retention

All employee records, except payroll and salary records, are maintained for a minimum of seven years after termination of employment with the district. Applicant records are maintained for minimum of seven years after the position was filled. Payroll and salary records are maintained for a minimum of three years after payment.

Approved 08/08/94

Reviewed 09/12/11

Revised 09/12/11

401.7 EMPLOYEE RELATIONS TO THE ADMINISTRATION AND TO THE BOARD

Employees are encouraged to attend school board meetings. Employees shall be available to provide information and assist in providing recommendations to the board upon request. Employees shall keep the board informed through the administration about educational trends and issues that may assist the board. It shall be the responsibility of the employees to keep the administration informed about the day-to-day occurrences in their work areas.

It shall be the responsibility of the superintendent to develop avenues for communication between the board and the employees. These avenues of communication will not be construed as denying the right of any employee to appeal an action or decision of the superintendent to the board.

Legal Reference: Iowa Code § 279.8 (2009)

Cross Reference 401.5 Employee Complaints
401.9 Employee Involvement in Decision Making

Approved 08/08/94

Reviewed 09/12/11

Revised 09/12/11

401.8 EMPLOYEE INVOLVEMENT IN DECISION MAKING

Input from employees regarding the students, the education program and other school district operations will be considered by the administration and the board. Employees may be requested to make a presentation to the board. The administration, in its discretion, may consult with employees about proposed changes in the education program and operations of the school district.

Employees having suggestions for changes or improvements in administrative procedure or policy should take such suggestions directly to the principal or the superintendent. The principal or superintendent will discuss the suggestion with the employee. After a final decision is made on any policy or procedure, employees will be expected to accept and support the decision in their subsequent actions, discussions and relations.

Legal Reference: Iowa Code § 279.8 (2009).

Cross Reference: 302.2 Administration and Employees
401.7 Employee Relations to the Administration and to the Board

Approved 08/08/94

Reviewed 09/12/11

Revised 09/12/11

401.9 USE OF SCHOOL DISTRICT FACILITIES & EQUIPMENT BY EMPLOYEES

The primary purpose of the school district facilities and equipment is to deliver a quality education program. Resources for school district equipment are limited; therefore each user must operate the equipment with the utmost care. Employees may use school district equipment for any school purpose or activity held during the school day or for a school-sponsored event.

Employees may use the school district facilities for nonschool-sponsored events when it does not interfere with the delivery of the education program. Employees must have the permission of the appropriate supervisor, do it on their own time and must pay for the materials used. An employee's request will not supersede a prior request. The employee will be responsible for ensuring the building is in the condition it was found. For non-educational business, the employee will be responsible to meet the requirements set out by the principal when the request is granted.

Legal Reference: Iowa Code §§ 256.12; 279.8; 297.9 (2009).

Cross Reference: 905 Use of School District Facilities & Equipment

Approved 08/08/94

Reviewed 09/12/11

Revised 09/12/11

401.10 USE OF SCHOOL DISTRICT MATERIALS FOR INTERNAL COMMUNICATIONS

School district materials are purchased and used for the delivery of the education program. Employees may use school district materials and equipment for internal communication among themselves when the communication is directly related to the education program. Communications distributed to or between employees shall also be distributed to the building principal and the superintendent.

When the communication will involve unusual expense or use of materials, the employee must first have permission of the principal.

Legal Reference: Iowa Code § 279.8 (2009)

Cross Reference: 401.9 Use of School District Facilities & Equipment by Employees

Approved 08/08/94

Reviewed 09/12/11

Revised 09/12/11

401.11 TRANSPORTING OF STUDENTS BY EMPLOYEES

Generally, transportation of students is in a motor vehicle owned by the school district and driven by an employee. In some cases, it may be more economical or efficient for the school district to allow an employee of the school district to transport the students in the employee's motor vehicle.

Employees who transport students for school purposes must have the permission of the superintendent.

This policy statement applies to transportation of students for school purposes in addition to the regular bus route transporting students to and from their designated attendance center.

Legal Reference: Iowa Code chs 285; 321 (2009).

Cross-Reference: 401.7 Employee Travel Compensation
711 Transportation
904.1 Transporting Students in Private Vehicles

Approved 08/08/94

Reviewed 05/10/10

Revised 05/10/10

401.12 EMPLOYEE TRAVEL COMPENSATION

Employees traveling on behalf of the school district and performing approved school district business will be reimbursed for their actual and necessary expenses. Actual and necessary travel expenses will include, but not be limited to, transportation and/or mileage costs, lodging expenses, meal expenses and registration costs. It shall be the responsibility of the superintendent to determine whether the requested trip is appropriate school district business for which actual and necessary expenses should be reimbursed to the employee.

The school district may pay the transportation costs for travel between school buildings during the performance of the employee's duty.

Standard mileage rates will be determined by the Internal Revenue Service (IRS) guidelines.

Legal Reference: Iowa Constitution, Art. III, § 31.
Iowa Code §§ 70A.9-.11 (2009).
1980 Op. Att'y Gen. 512.

Cross Reference: 219.3 Board of Directors' Member Compensation and Expenses
401.11 Transporting of Students by Employees
401.16 Credit Cards
904.1 Transporting Students in Private Vehicles

Approved 08/08/94

Reviewed 01/13/14

Revised 01/13/14

401.13 EMPLOYEE ACTIVITY PASSES

Passes for employees and their guest to school sponsored activities will be available to employees for working two school activities for no additional compensation. The employee may opt out of receiving a pass and working two school activities. An employee who receives a pass and does not work two school activities by the end of the physical year will be required to repay the district for the cost of the pass for the employee and guest.

Legal Reference: Iowa Code § 279.8 (2009).

Cross Reference:

Approved 08/08/94

Reviewed 03/10/14

Revised 03/10/14

401.14 RECOGNITION FOR SERVICE OF EMPLOYEES

The board recognizes and appreciates the service of its employees. Employees who retire, resign or reach a certain level of years of service may be honored by the board, administration and staff in an appropriate manner.

If the form of honor thought appropriate by the administration and employees involves unusual expense to the school district, the superintendent will seek prior approval from the board.

Legal Reference: Iowa Const. Art. III, § 31.
Iowa Code § 279.8 (2009).
1980 Op. Att'y Gen. 102.

Cross Reference: 407 Licensed Employee Termination of Employment
413 Classified Employee Termination of Employment

Approved 08/08/94

Reviewed 05/10/10

Revised 05/10/10

401.15 EMPLOYEE POLITICAL ACTIVITY

Employees will not engage in political activity upon property under the jurisdiction of the board. Activities including, but not limited to, posting of political circulars or petitions, the distribution of political circulars or petitions, the collection of or solicitation for campaign funds, solicitation for campaign workers, and the use of students for writing or addressing political materials, or the distribution of such materials to or by students are specifically prohibited.

Violation of this policy may be grounds for disciplinary action.

Legal Reference: Iowa Code §§ 55; 279.8 (2009).

Cross Reference: 401.3 Employee Conflict of Interest
409.5 Licensed Employee Political Leave
414.5 Classified Employee Political Leave

Approved 08/08/94

Reviewed 05/10/10

Revised 05/10/10

401.16 CREDIT CARDS

Employees may use school district credit cards for the actual and necessary expenses incurred in the performance of work-related duties. Actual and necessary expenses incurred in the performance of work-related duties include, but are not limited to, fuel for school district transportation vehicles used for transporting students to and from school and for school-sponsored events, payment of claims related to professional development of the board and employees, and other expenses required by employees and the board in the performance of their duties.

School credit cards shall not be used for purchasing goods for personal use, for non-school matters, or for school related purchases that have not been authorized in advance. Violating any of these restrictions may result in discipline up to and including termination of employment. The use of a credit card for personal purchases may also violate the criminal code of Iowa and may be deemed misconduct in office.

Employees and officers using a school district credit card must submit a detailed receipt in addition to a credit card receipt indicating the date, purpose and nature of the expense for each claim item. Failure to provide a proper receipt will make the employee responsible for expenses incurred. Those expenses are reimbursed to the school district no later than ten working days following use of the school district's credit card. In exceptional circumstances, the superintendent or board may allow a claim without proper receipt. Written documentation explaining the exceptional circumstances is maintained as part of the school district's record of the claim.

The school district may maintain a school district credit card for actual and necessary expenses incurred by employees and officers in the performance of their duties. The superintendent may maintain a school district credit card for actual and necessary expenses incurred in the performance of the superintendent's duties. The transportation director may maintain a school district credit card for fueling school district transportation vehicles in accordance with board policy.

It is the responsibility of the superintendent to determine whether the school district credit card use is for appropriate school business. It is the responsibility of the board to determine through the audit and approval process of the board whether the school district credit card use by the superintendent and the board is for appropriate school business.

The superintendent is responsible for developing administrative regulations regarding actual and necessary expenses and use of a school district credit card. The administrative regulations will include the appropriate forms to be filed for obtaining a credit card.

Legal Reference: Iowa Constitution, Art. III, § 31.
Iowa Code §§ 279.8, .29, .30 (2009).
281 I.A.C. 12.3(1).

Cross Reference: 216.3 Board of Directors' Member Compensation and Expenses
401.7 Employee Travel Compensation

Approved 08/08/94

Reviewed 09/12/11

Revised 09/12/11

401.17 STAFF TECHNOLOGY USE/SOCIAL NETWORKING

Computers are a powerful and valuable education and research tool and, as such, are an important part of the instructional program. In addition, the school district depends upon computers as an integral part of administering and managing the schools' resources, including the compilation of data and recordkeeping for personnel, students, finances, supplies and materials. This policy outlines the board's expectations in regard to these different aspects of the school district's computer resources.

Employees must conduct themselves in a manner that does not disrupt from or disrupt the educational process and failure to do so will result in discipline, up to and including, discharge.

General Provisions

The superintendent is responsible for designating a Technology Director who will oversee the use of school district computer resources. The Technology Director will prepare in-service programs for the training and development of school district staff in computer skills, appropriate use of computers and for the incorporation of computer use in subject areas.

The superintendent, working with appropriate staff, shall establish regulations governing the use and security of the school district's computer resources. The school district will make every reasonable effort to maintain the security of the system. All users of the school district's computer resources, including students, staff and volunteers, shall comply with this policy and regulation, as well as others impacting the use of school equipment and facilities. Failure to comply may result in disciplinary action, up to and including discharge, as well as suspension and/or revocation of computer access privileges.

Usage of the school district's computer resources is a privilege, not a right, and that use entails responsibility. All information on the school district's computer system is considered a public record. Whether there is an exception to keep some narrow, specific *content* within the information confidential is determined on a case by case basis. Therefore, users of the school district's computer network must not expect, nor does the school district guarantee, privacy for e-mail or use of the school district's computer network including web sites visited. The school district reserves the right to access and view any material stored on school district equipment or any material used in conjunction with the school district's computer network.

The superintendent, working with the appropriate staff, shall establish procedures governing management of computer records in order to exercise appropriate control over computer records, including financial, personnel and student information. The procedures will address:

- passwords,
- system administration,
- separation of duties,
- remote access,
- data back-up (including archiving of e-mail),

Approved _____ 07/11/11 _____

Reviewed _____ Revised _____

401.17 STAFF TECHNOLOGY USE/SOCIAL NETWORKING

- record retention, and
- disaster recovery plans.

Social Networking or Other External Web Sites

For purposes of this policy any web site, other than the school district web site or school-school district sanctioned web sites, are considered external web sites. Employees shall not post confidential or proprietary information, including photographic images, about the school district, its employees, students, agents or others on any external web site without consent of the superintendent. The employee shall adhere to all applicable privacy and confidentiality policies adopted by the school district when on external web sites. Employees shall not use the school district logos, images, iconography, etc. on external web sites. Employees shall not use school district time or property on external sites that are not in direct-relation to the employee's job. Employees, students and volunteers need to realize that the Internet is not a closed system and anything posted on an external site may be viewed by others, all over the world. Employees, students and volunteers who don't want school administrators to know their personal information, should refrain from exposing it on the Internet. *[Employees should not connect with students via external web sites without consent of the superintendent.]* Employees, who would like to start a social media site for school district sanctioned activities, should contact the superintendent.

It is the responsibility of the superintendent to develop administrative regulations implementing this policy.

Legal Reference: Iowa Code § 279.8 (2011).
281 I.A.C. 13.35, .26

Cross Reference: 104 Anti-Bullying/Harassment
306 Administrator Code of Ethics
401.11 Employee Orientation
407 Licensed Employee Termination of Employment
413 Classified Employee Termination of Employment
605 Instructional Materials

Approved 07/11/11

Reviewed _____

Revised _____

401.17R1 STAFF TECHNOLOGY USE REGULATION

General

The following rules and regulations govern the use of the school district's computer network system, employee access to the Internet, and management of computerized records:

- Employees will be issued a school district e-mail account. Passwords must be changed periodically.
- Each individual in whose name an access account is issued is responsible at all times for its proper use.
- Employees are expected to review their e-mail regularly throughout the day, and shall reply promptly to inquiries with information that the employee can reasonably be expected to provide.
- Communications with parents and/or students must be made on a school district computer, unless in the case of an emergency, and should be saved and the school district will archive the e-mail records according to procedures developed by the Technology Director
- Employees may access the Internet for education-related and/or work-related activities.
- Employees shall refrain from using computer resources for personal use, including access to social networking sites.
- Use of the school district computers and school e-mail address is a public record. Employees cannot have an expectation of privacy in the use of the school district's computers.
- Use of computer resources in ways that violate the acceptable use and conduct regulation, outlined below, will be subject to discipline, up to and including discharge.
- Use of the school district's computer network is a privilege, not a right. Inappropriate use may result in the suspension or revocation of that privilege.
- Off-site access to the school district computer network will be determined by the superintendent in conjunction with appropriate personnel.
- All network users are expected to abide by the generally accepted rules of network etiquette. This includes being polite and using only appropriate language. Abusive language, vulgarities and swear words are all inappropriate.
- Network users identifying a security problem on the school district's network must notify appropriate staff. Any network user identified as a security risk or having a history of violations of school district computer use guidelines may be denied access to the school district's network.

Prohibited Activity and Uses

The following is a list of prohibited activity for all employees concerning use of the school district's computer network. Any violation of these prohibitions may result in discipline, up to and including discharge, or other appropriate penalty, including suspension or revocation of a user's access to the network.

- Using the network for commercial activity, including advertising, or personal gain.

Approved _____ 07/11/11 _____

Reviewed _____

Revised _____

401.17R1 STAFF TECHNOLOGY USE REGULATION

- Infringing on any copyrights or other intellectual property rights, including copying, installing, receiving, transmitting or making available any copyrighted software on the school district computer network. *See Policy 605.7, Use of Information Resources* for more information.
- Using the network to receive, transmit or make available to others obscene, offensive, or sexually explicit material
- Using the network to receive, transmit or make available to others messages that are racist, sexist, and abusive or harassing to others.
- Use of another's account or password.
- Attempting to read, delete, copy or modify the electronic mail (e-mail) of other system users.
- Forging or attempting to forge e-mail messages.
- Engaging in vandalism. Vandalism is defined as any malicious attempt to harm or destroy school district equipment or materials, data of another user of the school district's network or of any of the entities or other networks that are connected to the Internet. This includes, but is not limited to, creating and/or placing a computer virus on the network.
- Using the network to send anonymous messages or files.
- Revealing the personal address, telephone number or other personal information of oneself or another person.
- *[Using the network for sending and/or receiving personal messages.]*
- Intentionally disrupting network traffic or crashing the network and connected systems.
- Installing personal software or using personal disks on the school district's computers and/or network without the permission of the *[insert title.]*
- Using the network in a fashion inconsistent with directions from teachers and other staff and generally accepted network etiquette.

Other Technology Issues

Employees with personal cell phones should not be using the phones for school district business. Employees should contact students and their parents through the school district computer or phone unless in the case of an emergency or with prior consent of the principal. Employees should not release their cell phone number, personal e-mail address, etc. to students or their parents. Employees, who are coaches or sponsors of activities, may create a text list of students and parents in order to communicate more effectively as long as the texts go to all students and the principal is included in the text address list.

Approved 07/11/11 Reviewed _____ Revised _____

402.1 RELEASE OF CREDIT INFORMATION

The following information will be released to an 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 be released to an inquiring creditor with a written authorization from the employee.

It is the responsibility of the board secretary or superintendent to respond to inquiries from creditors.

Legal Reference: Iowa Code §§ 22.7; 279.8 (2009).

Cross Reference: 401.6 Employee Records
901.1 Public Examination of School District Records

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

402.2 CHILD ABUSE REPORTING

In compliance with state law and to provide protection to victims of child abuse, the board believes incidents of alleged child abuse should be reported to the proper authorities. All licensed school employees, teachers, coaches and paraeducators are mandatory reporters as provided by law and are to report alleged incidents of child abuse they become aware of within the scope of their professional duties.

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 five years. The course will be re-taken at least every five years.

NOTE: For more information, please visit the "Report Abuse and Fraud" section of the Iowa Department of Human Services' website, located at <http://dhs.iowa.gov/report-abuse-and-fraud>.

NOTE: Please remember there are two types of reporters identified in Iowa law: mandatory reporters and permissive reporters. Mandatory reporters are those individuals who are required by law to report suspected incidents of child abuse when they become aware of such incidents within the scope of their employment or professional responsibilities. Permissive reporters are not required by law to report abuse, but may choose to report to the Iowa Department of Human Services. While all licensed school employees, teachers, coaches and paraeducators are mandatory reporters within the scope of their profession, they are considered permissive reporters outside the scope of their profession.

Legal Reference: Iowa Code §§ 232.67-.77; 232A; 235A; 280.17 (2013).
441 I.A.C. 9.2; 155; 175.
1982 Op. Att'y Gen. 390, 417.
1980 Op. Att'y Gen. 275.

Cross Reference: 402.3 Abuse of Students by School District Employees
502.9 Interviews of Students by Outside Agencies
507 Student Health and Well-Being

402.2R1 CHILD ABUSE REPORTING REGULATION

Iowa law requires licensed employees to report to the Iowa Department of Human Services (DHS) instances of suspected child abuse which they become aware of within the scope of their professional duties.

The law further specifies that a licensed employee who knowingly or willfully fails to report a suspected case of child abuse is guilty of a simple misdemeanor and that the licensed employee may be subject to civil liability for damages caused by the failure to report.

Employees participating in good faith in the making of a report or in a judicial proceeding that may result from the report, are immune from liability.

Child Abuse Defined

"Child abuse" is defined as:

- Any nonaccidental physical injury, or injury which is at variance with the history given of it, suffered by a child as the result of the acts or omissions of a person responsible for the care of the child.
- The commission of a sexual offense with or to a child . . . as a result of the acts or omissions of the person responsible for the child. . . . Sexual offense includes sexual abuse, incest, and sexual exploitation of a minor.
- The failure on the part of a person responsible for the care of a child to provide for the adequate food, shelter, clothing or other care necessary for the child's welfare when financially able to do so. A parent or guardian legitimately practicing religious beliefs who does not provide specified medical treatment for a child for that reason alone will not be considered abusing the child
- The acts or omissions of a person responsible for the care of a child which allow, permit or encourage the child to engage in acts prohibited pursuant to *Iowa Code*, section 725.1 which deals with prostitution.
- Any mental injury to a child's intellectual or psychological capacities evidenced by an observable and substantial impairment in the child's ability to function within the child's normal range of performance and behavior as the result of the acts or omissions of a person responsible for the care of the child, if the impairment is diagnosed by a licensed physician or qualified mental health professional
- An illegal drug is present in a child's body as a direct and foreseeable consequence of the acts of omissions of the person responsible for the care of the child.

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

402.2R1 CHILD ABUSE REPORTING REGULATION

Teachers in public schools are not "persons responsible for the care of the child" under this definition. However, a teacher who abuses a child is subject to civil, criminal, and professional sanctions.

Reporting Procedures

Licensed employees, including teachers and school nurses, are required to report, either orally or in writing, within twenty-four hours to the Iowa Department of Human Services (DHS) when the employee reasonably believes a child has suffered from abuse within the scope of employment. Within forty-eight hours of an oral report, a written report must be filed with DHS.

Each report should contain as much of the following information as can be obtained within the time limit. However, the law specifies a report will be considered valid even if it does not contain all of the following information:

- name, age, and home address of the child;
- name and home address of the parents, guardians or other persons believed to be responsible for the care of the child;
- the child's present whereabouts if not the same as the parent's or other person's home address;
- description of injuries, including evidence of previous injuries;
- name, age, and condition of other children in the same home;
- any other information considered helpful; and,
- name and address of the person making the report.

Board policy states it is not the responsibility of employees to prove that a child has been abused or neglected. Employees should not take it upon themselves to investigate the case or contact the family of the child. DHS is responsible for investigating the incident of alleged abuse.

402.3 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the school district under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge.

The school district will respond promptly to allegations of abuse of students by school district employees by investigating or arranging for the investigation of an allegation. The processing of a complaint or allegation will be handled confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and to maintain the confidentiality of the reporting and investigation process.

The school district has appointed a Level I investigator and alternate Level I investigator. The school district has also arranged for a trained, experienced professional to serve as the Level II investigator. The Level I investigator and alternate will be provided training in the conducting of an investigation at the expense of the school district. The names of the investigators are listed in the student handbook, published annually in the local newspaper and posted in all school facilities.

The superintendent is responsible for drafting administrative regulations to implement this policy.

Legal Reference: Iowa Code §§ 232.67, .70, .73, .75; 235A; 272A; 280.17; 709; 728.12(1) (2009).
 281 I.A.C. 12.3(6), 102; 103.
 441 I.A.C. 155; 175.
 1980 Op. Att'y Gen. 275.

Cross Reference: 402.2 Child Abuse Reporting
 403.7 Harassment
 503.5 Corporal Punishment
 507 Student Health and Well-Being

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

402.3E1 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES
Complaint of Injury to or Abuse of a Student by a School District Employee

Please complete the following as fully as possible. If you need assistance, contact the Level I investigator in your school.

Student's name and address: _____

Student's telephone no.: _____

Student's school: _____

Name and place of employment of employee accused of abusing student:

Allegation is of _____ Physical abuse _____ sexual abuse*

Please describe what happened. Include the date, time and where the incident took place, if known. If physical abuse is alleged, also state the nature of the student's injury:

Were there any witnesses to the incident or are there students or persons who may have information about this incident? _____ yes _____ no

If yes, please list by name, if known, or classification (for example "third grade class," "fourth period geometry class"):

*Parents of children who are in pre-kindergarten through sixth grade and whose children are the alleged victims of or witnesses to sexual abuse have the right to see and hear any interviews of their children in this investigation. Please indicate "yes" if the parent/guardian wishes to exercise this right:

_____ Yes _____ No Telephone Number _____

402.3E1 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES
Complaint of Injury to or Abuse of a Student by a School District Employee

Has any professional person examined or treated the student as a result of the incident? _____yes _____no
_____unknown

If yes, please provide the name and address of the professional(s) and the date(s) of examination or treatment, if known

Has anyone contacted law enforcement about this incident? _____yes _____no

Please provide any additional information you have which would be helpful to the investigator. Attach additional pages if needed.

Your name, address and telephone number:

Relationship to student: _____

Complainant Signature

Witness Signature

Date

Witness Name (please print)

Witness Address

Be advised that you have the right to contact the police or sheriff's office, the county attorney, a private attorney, or the State Board of Educational Examiners (if the accused is a licensed employee) for investigation of this incident. The filing of this report does not deny you that opportunity.

You will receive a copy of this report (if you are the named student's parent or guardian) and a copy of the Investigator's Report within fifteen calendar days of filing this report unless the investigation is turned over to law enforcement.

402.3E2 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES
Report of Level I Investigation

Student's name: _____

Student's age: _____ Student's grade: _____

Student's address: _____

Student's school: _____

Name of accused school employee: _____ Building: _____

Name and address of person filing report:

Name and address of student's parent or guardian, if different from person filing report: _____

Date report of abuse was filed: _____

Allegation is of _____ Physical abuse _____ sexual abuse*

Describe the nature, extent and cause of the student's injury, if any and if known: (Attach additional pages if needed).

Describe your investigation: Attach additional pages if needed. (Please do not use student witnesses' full names.)

*Were parent(s) or guardian(s) advised of their right to see and hear any interview of their pre-kindergarten through sixth grade children who are alleged victims of or a witness in a sexual abuse investigation?

____ Yes ____ No Was the right exercised? ____ Yes ____ No

402.3E2 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES LEVEL I INVESTIGATOR'S
REPORT FORM

Were audio tapes made of any interviews? _____yes _____no

Were video tapes made of any interviews? _____yes _____no

Was any action taken to protect the student during or as a result of the investigation? _____yes _____no

If yes, describe:

_____ student excused from school _____ school employee placed on
leave

_____ student assigned to different class _____ other (please specify)

Level I investigator's conclusions:

_____ The complaint is being dismissed for lack of jurisdiction.

_____ Physical abuse was alleged, but no allegation of injury was made.

_____ Physical abuse was alleged, but no evidence of physical injury exists and the nature of the
alleged incident makes it unlikely an injury, as defined in the rules, occurred.

_____ Sexual abuse was alleged, but the alleged actions of the school employee, even if true, would
not meet the definition of sexual abuse in the rules.

_____ Alleged victim was not a student at the time of the incident.

_____ Alleged school employee is not currently employed by this school district.

_____ Alleged incident did not occur on school grounds, on school time, at a school-sponsored
activity, nor in a school-related context.

_____ The complaint has been investigated and concluded at Level I as unfounded.

_____ Complaint was withdrawn.

_____ Insufficient evidence exists that an incident of abuse, as defined in the rules, took place.

402.3E2 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES LEVEL I INVESTIGATOR'S REPORT FORM

- ___ The complaint has been investigated at Level I and is founded.
- ___ The investigation is founded at Level I and is being turned over to Level II for further investigation.
- ___ Investigation of the complaint was deferred at Level I and referred to law enforcement at this time.
- ___ The investigation is concluded at Level I because the accused school employee has admitted the violation, has resigned, or has agreed to relinquish any teaching license held.

Current status of investigation:

- ___ Closed. No further investigation is warranted.
- ___ Closed and referred to school officials for further investigation as a personnel matter.
- ___ Deferred to law enforcement officials.
- ___ Turned over to Level II investigator.

Other comments: _____

I have given a copy of the report of abuse and of this investigative report to the employee named in the report, the employee's supervisor, and the student's parent or guardian and informed the person filing the report of the options of contacting law enforcement, private counsel, or the State Board of Educational Examiners, if the accused school employee holds an Iowa teacher's certificate or license.

Name of investigator (please print)

Investigator's place of employment

Signature of investigator

Date

402.3R1 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES REGULATION

An individual who has knowledge an employee has physically or sexually abused a student may immediately report it to the school nurse, who is the school district's Level I investigator. "Employee" means one who works for pay or as a volunteer under the direction and control of the school district. The report is written, signed and witnessed by a person of majority age. The witness may be the Level I investigator. The reporter is the individual filing the report. The report will contain the following:

- The full name, address, and telephone number of the person filing.
- The full name, age, address, and telephone number, and attendance center of the student.
- The name and place of employment of the employee who allegedly committed the abuse.
- A concise statement of the facts surrounding the incident, including date, time, and place of occurrence, if known.
- A list of possible witnesses by name, if known.
- Names and locations of persons who examined, counseled or treated the student for the alleged abuse, including the dates on which those services were provided, if known.

Upon request, the Level I investigator may assist the reporter in completing the report. An incomplete report will not be rejected unless the missing information would render the investigation futile or impossible. An employee receiving a report of alleged abuse of a student by an employee will pass the report to the investigator and will keep the report confidential to the maximum extent possible. In performing the investigation, the investigator will have access to the educational records of the alleged student victim as well as access to the student for interviewing purposes.

In order for the school district to have jurisdiction over the acts and to constitute a violation of the law, acts of the employee must be alleged to have occurred on school grounds, on school time, at a school-sponsored activity, or in a school-related context. However, the student need not be a student in the school district. The student can be from another school district. To be investigable, the written report must include basic information showing that the victim of the alleged abuse is or was a student at the time of the incident, that the alleged act of the employee resulted in injury or otherwise meets the definition of abuse in these rules, and that the person responsible for the act is currently an employee. If the report is not investigable due to lack of jurisdiction, the investigator will dismiss the complaint and inform the reporter of other options available. Other options available to the reporter include contacting law enforcement authorities, private counsel, or the Board of Educational Examiners in the case of a licensed employee.

If the Level I investigator believes the student is in imminent danger if continued contact is permitted between the employee and the student, the Level I investigator may:

- temporarily remove the student from contact with the employee;
- temporarily remove the employee from service; or,
- take other appropriate action to ensure the student's safety.

402.3R1 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES REGULATION

The Level I investigator will have access to the educational records of the student and access to the student for purposes of interviewing the student about the report.

Physical Abuse Allegations

When physical abuse is reported, the Level I investigator will make copies of the report and give a copy to the person filing the report, the students' parents and the immediate supervisor of the employee named in the report. The employee named in the report will not receive a copy of the report until the employee is initially interviewed.

The Level I investigator will use discretion in handling the information received regarding an investigation of abuse by an employee, and those persons involved in the investigation will not discuss information regarding the complaint outside the investigation. The entire investigative procedure will be thoroughly explained, including the confidential nature of the proceedings, to the student and other persons involved in the investigation.

Within five days of receipt of an investigable report, the Level I investigator will complete an informal investigation. The informal investigation will consist of interviews with the student, the employee and others who may have knowledge of the alleged incident. If the Level I investigator determines that the allegations in the report are founded and that immediate and professional investigation is necessary, the Level I investigator may defer further investigation and contact appropriate law enforcement officials, the student's parents and the person filing the report. Within fifteen days of receipt of the report, the Level I investigator will complete a written investigative report, unless the investigation was temporarily deferred.

The written investigative report will include:

1. The name age, address and attendance center of the student named in the report.
2. The name and address of the student's parent or guardian and the name and address of the person filing the report, if different from the student's parent or guardian.
3. The name and work address of the employee named in the report as allegedly responsible for the abuse of the student.
4. An identification of the nature, extent and cause, if known, of any injuries or abuse to the student named in the report.
5. A general review of the investigation.
6. Any actions taken for the protection and safety of the student.
7. A statement that, in the investigator's opinion, the allegations in the report are either:
 - Unfounded. (*It is not likely that an incident, as defined in these rules, took place*), or
 - Founded. (*It is likely that an incident took place.*)
8. The disposition or current status of the investigation.
9. A listing of the options available to the parents or guardian of the student to pursue the allegations. These options include, but are not limited to:

402.3R1 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES REGULATION

- Contacting law enforcement officials.
- Contacting private counsel for the purpose of filing a civil suit or complaint.
- Filing a complaint with the board of educational examiners if the employee is a licensed employee.

The investigator will retain the original and provide a copy of the written investigative report to the school employee named in the report, the employee's supervisor and the student's parent or guardian. The person filing the report, if not the student's parent or guardian, is notified only that the Level I investigation has been concluded and of the disposition or anticipated disposition of the case.

It is the responsibility of the Level I investigator to determine whether it is more likely than not that an incident of abuse as defined in the rules took place between the student and employee. The Level I investigator does not make the determination of whether the use of physical contact was appropriate or whether any of the exceptions apply. That is the responsibility of the Level II investigator. Upon completion of the report, if the Level I investigator determines the allegations of physical abuse are founded and serious, the Level I investigator will notify law enforcement authorities. If the allegations are founded but the physical abuse is not of a serious nature, the Level I investigator will refer the case on to law enforcement officials, the Level II investigator.

The Level II investigator will review the Level I investigator's final investigative report and conduct further investigation. The Level II investigative report will state the conclusion as to the occurrence of the alleged incident, the applicability of exceptions, the reason for the contact or force used, and recommendations regarding the need for further investigation. In determining the applicability of the exceptions or the reasonableness of the contact or force used, the Level II investigator will use the following definitions:

Physical abuse is non-accidental physical injury to the student as a result of the action of an employee. Injury occurs when evidence of it is still apparent at least twenty-four hours after its occurrence. The following do not constitute physical abuse, and no employee is prohibited from:

- a. Using reasonable and necessary force, not designed or intended to cause pain:
 - (1) To quell a disturbance or prevent an act that threatens physical harm to any person.
 - (2) To obtain possession of a weapon or other dangerous object within a pupil's control.

402.3R1 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES REGULATION

(3) For the purposes of self-defense or defense of others as provided for in Iowa Code § 704.3.

(4) For the protection of property as provided for in Iowa Code §§ 704.4, .5.

(5) To remove a disruptive pupil from class, or any area of school premises or from school-sponsored activities off school premises.

(6) To prevent a student from the self-infliction of harm. (7) To protect the safety of others.

- b. Using incidental, minor, or reasonable physical contact to maintain order and control.

In determining the reasonableness of the contact or force used, the following factors are considered:

- a. The nature of the misconduct of the student, if any, precipitating the physical contact by the school employee.
- b. The size and physical condition of the student.
- c. The instrumentality used in making the physical contact.
- d. The motivation of the school employee in initiating the physical contact.
- e. The extent of injury to the student resulting from the physical contact.

"Reasonable force" is that force and no more which a reasonable person, in like circumstances, would judge to be necessary to prevent an injury or loss and can include deadly force if it is reasonable to believe that such force is necessary to avoid injury or risk to one's life or safety or the life or safety of another, or it is reasonable to believe that such force is necessary to resist a like force or threat.

Upon completion of the Level II investigation, the Level I investigator will forward copies of the Level II investigative report to the employee, the employee's immediate supervisor and the student's parent. The Level I investigator will notify the person filing the report of the current status of the case.

If the Level II investigator's report or law enforcement officials conclude abuse occurred, or the employee admits the violation, or the employee has surrendered the employee's certificate or license, the Level I investigator will file a complaint with the State Board of Educational Examiners. The Level I investigator will also arrange for counseling services for the student if the student or student's parents request counseling services.

402.3R1 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES REGULATION

Sexual Abuse

Sexual abuse is defined as including sexual acts involving a student, acts that encourage the student to engage in prostitution, as well as inappropriate, intentional sexual behavior or sexual harassment by the employee toward a student. "Sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is made either implicitly or explicitly a term or condition of the student's education or benefits;
2. Submission to or rejection of the conduct is used as the basis for academic decisions affecting that student; or
3. The conduct has the purpose or effect of substantially interfering with a student's academic performance by creating an intimidating, hostile or offensive education environment.

When sexual abuse is reported, the Level I investigator will make copies of the report and give a copy to the person filing the report, the students' parents and the immediate supervisor of the employee named in the report. The employee named in the report will not receive a copy of the report until the employee is initially interviewed. The designated investigator will not interview the school employee named in a report of sexual abuse until after a determination is made that jurisdiction exists, the alleged victim has been interviewed and a determination made that the investigation will not be deferred.

The investigator will notify the parent, guardian or legal custodian of a student in prekindergarten through grade six, of the date and time of the interview and of the right to be present or to see and hear the interview or send a representative in the parent's place. The Level I investigator will interview the student as soon as possible, but in no case later than five days from the receipt of a report or notice of the allegation of sexual abuse. The Level I investigator may record the interview electronically.

The Level I investigator will exercise discretion in the investigative process to preserve the privacy interests of the individuals involved. To the maximum extent possible, the investigator will maintain the confidentiality of the report.

It is the responsibility of the Level I investigator to determine whether it is more likely than not that an incident took place between the employee and the student. If the Level I investigator believes the employee committed a sex act with a student or sexually exploited a student, the Level I investigator will defer the Level I investigation and immediately notify law enforcement officials, the student's parents and the person filing the report.

402.3R1 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES REGULATION

If the Level I investigator determines an incident occurred, while not an illegal sex act with a student or sexual exploitation of a student, but where the employee engaged in inappropriate, intentional sexual behavior, further investigation is warranted. If further investigation is warranted, the Level I investigator may proceed to interview the employee and other individuals who may have knowledge of the circumstances contained in the report. Prior to interviewing other individuals who may have knowledge of the circumstance contained in the report, the Level I investigator will provide notice of the impending interview of student witnesses or the student who is in prekindergarten through grade six, to their parent, guardian, or legal custodian, and may provide notice to the parent or guardian of older students, prior to interviewing those students. The Level I investigator shall, if founded, arrange for the Level II investigator to further investigate the allegations.

Within fifteen days of receipt of the report or notice of alleged sexual abuse, the Level I investigator will complete a written investigative report unless the investigation was temporarily deferred. The written investigative report will include:

1. The name, age, address and attendance center of the student named in the report.
2. The name and address of the student's parent or guardian and the name and address of the person filing the report, if different from the student's parent or guardian.
3. The name and work address of the school employee named in the report as allegedly responsible for the abuse of the student.
4. An identification of the nature, extent and cause, if known, of any injuries or abuse to the student named in the report.
5. A general review of the investigation.
6. Any actions taken for the protection and safety of the student.
7. A statement that, in the investigator's opinion, the allegations in the report are either:
 - Unfounded. (*It is not likely that an incident, as defined in these rules, took place*), or
 - Founded. (*It is likely that an incident took place.*)
8. The disposition or current status of the investigation.
9. A listing of the options available to the parents or guardian of the student to pursue the allegations. These options include, but are not limited to:
 - Contacting law enforcement officials.
 - Contacting private counsel for the purpose of filing a civil suit or complaint.
 - Filing a complaint with the board of educational examiners if the school employee is certificated.

The investigator will retain the original and provide a copy of the investigative report to the school employee named in the report, the school employee's supervisor and the named student's parent or guardian. The person filing the report, if not the student's parent or guardian, is notified only that the Level I investigation has been concluded and of the disposition or anticipated disposition of the case.

402.3R1 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES REGULATION

If the allegations are founded, the Level I investigator will refer the case to the Level II investigator. The Level II investigator will review the Level I investigator's final investigative report and conduct further investigation if necessary. The Level II investigative report will state conclusively as to the occurrence of the alleged incident, conclusively as to the nature of the sexual abuse and recommendations regarding the need for further investigation. Upon completion of the Level II investigation, the Level I investigator will forward copies of the Level II investigative report to the employee, the employee's immediate supervisor and the student's parent. The Level I investigator will notify the person filing the report of the current status of the case.

If the Level II investigator's report or law enforcement officials conclude sexual abuse occurred, or the employee admits the violation, or the employee has surrendered the employee's certificate or license, the Level I investigator will file a complaint on behalf of the district after obtaining the superintendent's signature with the State Board of Educational Examiners. The Level I investigator will also arrange for counseling services for the student if the student or student's parents request counseling services.

In cases involving founded physical or sexual abuse by a licensed employee, the board will notify the Board of Educational Examiners. Information of unfounded abuse at Level I or Level II will not be kept in the employee's personnel file. If the Level I investigative report is founded but Level II is unfounded, then the Level I report is removed from the employee's permanent file.

It is the responsibility of the board to annually identify a Level I and Level II investigator. The board will also designate annually an alternate Level I investigator, preferably of the opposite sex of the designated Level I investigator, to whom reports may also be made. The names and telephone numbers of the Level I investigator and the alternate Level I investigator is included in employee handbooks, student handbooks, annually published in the local newspaper, and prominently displayed in all school buildings.

402.4 GIFTS TO EMPLOYEES

Employees may receive a gift on behalf of the school district. Employees will not, either directly or indirectly, solicit, accept or receive any gift, series of gifts or an honorarium unless the donor does not meet the definition of "restricted donor" stated below or the gift or honorarium does not meet the definition of gift or honorarium stated below.

A "restricted donor" is defined as a person or other entity which:

- Is seeking to be, or is a party to, any one or any combination of sales, purchases, leases or contracts to, from or with the school district;
- Will be directly and 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 or on a substantial class of persons to which the person belongs as a member of a profession, occupation, industry or region; or
- Is a lobbyist or a client of a lobbyist with respect to matters within the school district's jurisdiction.

A "gift" is the giving of anything of value in return for which something of equal or greater value is not given or received. However, "gift" does not include any of the following:

- Contributions to a candidate or a candidate's committee;
- Information material relevant to an employee's official function, such as books, pamphlets, reports, documents, periodicals or other information that is recorded in a written, audio or visual format;
- Anything received from a person related within the fourth degree by kinship or marriage, unless the donor is acting as an agent or intermediary for another person not so related;
- An inheritance;
- Anything available or distributed to the general public free of charge without regard to the official status of the employee;
- Items received from a 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 an 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;
- Actual expenses of an employee for food, beverages, travel and lodging for a meeting, which is given in return for participation in a panel or speaking engagement at the meeting when the expenses relate directly to the day or days on which the employee has participation or presentation responsibilities;
- Plaques or items of negligible resale value given as recognition for public service;

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

402.4 GIFTS TO EMPLOYEES

- Nonmonetary items with a value of less than three dollars that are received from any one donor during one calendar day;
- Items or services solicited or given to a state, national or regional organization in which the state of Iowa or a school district is a member for purposes of a business or educational conference, seminar or other meeting or solicited by or given for the same purposes to state, national or regional government organizations whose memberships and officers are primarily composed of state or local government officials or employees for purposes of a business or educational conference, seminar or other meeting;
- Items or services received by members or representatives of members 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 government organization in which the state of Iowa or a political subdivision of the state of Iowa is a member or received at such an event by members or representatives of members of state, national or regional government organizations whose memberships and officers are primarily composed of state or local government officials or employees;
- Funeral flowers or memorials to a church or nonprofit organization;
- Gifts which are given to an employee for the employee's wedding or twenty-fifth or fiftieth wedding anniversary;
- Payment of salary or expenses by the school 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, commission, committee, council or other subunit of the agency and the employee is not entitled to receive compensation or reimbursement of expenses from the school district for attending the meeting; or
- 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 employee.
 - Actual registration costs for informational meetings or sessions which assist a public official or public 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 a public official or public employee attends for personal or professional licensing purposes are not "informational meetings or sessions which assist a public official or public employee in the performance of the person's official functions" under this paragraph.

An "honorarium" is anything of value that is accepted by, or on behalf of, an employee as consideration for an appearance, speech or article. An honorarium does not include any of the following:

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

402.4 GIFTS TO EMPLOYEES

- Actual expenses of an employee for registration, food, beverages, travel or lodging for a meeting, which is given in return for participation in a panel or speaking engagement at a meeting when the expenses relate directly to the day or days on which the employee has participation or presentation responsibilities;
- A nonmonetary gift or series of nonmonetary gifts donated within thirty days to a public body, an educational or charitable organization or the Iowa department of general services; or
- A payment made to an employee for services rendered as part of a private business, trade or profession in which the employee is engaged if the payment is commensurate with the actual services rendered and is not being made because of the person's status as an employee of the district, but, rather, because of some special expertise or other qualification.

It is the responsibility of each employee to know when it is appropriate to accept or reject gifts or an honorarium.

Legal References: Iowa Code ch. 68B (2009).
1972 Op. Att'y Gen. 276.
1970 Op. Att'y Gen. 319.

Cross References: 221 Gifts to Board of Directors
401.3 Employee Conflict of Interest

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

402.5 PUBLIC COMPLAINTS ABOUT EMPLOYEES

The board recognizes situations may arise in the operation of the school district which are of concern to parents and other members of the school district community. While constructive criticism is welcomed, the board desires to support its employees and their actions to free them from unnecessary, spiteful, or negative criticism and complaints that do not offer advice for improvement or change.

The board firmly believes concerns should be resolved at the lowest organizational level by those individuals closest to the concern. Whenever a complaint or concern is brought to the attention of the board it will be referred to the administration to be resolved. Prior to board action however, the following should be completed:

- (a) Matters concerning an individual student, teacher, or other employee should first be addressed to the teacher or employee.
- (b) Unsettled matters from (a) above or problems and questions about individual attendance centers should be addressed to the employee's building principal for licensed employees and the direct supervisor for classified employees.
- (c) Unsettled matters regarding licensed employees from (b) above or problems and questions concerning the school district should be directed to the superintendent.
- (d) If a matter cannot be settled satisfactorily by the superintendent, it may then be brought to the board. To bring a concern regarding an employee, the individual may notify the board president in writing, who may bring it to the attention of the entire board, or the item may be placed on the board agenda of a regularly scheduled board meeting in accordance with board policy 214.1.

It is within the discretion of the board to address complaints from the members of the school district community, and the board will only do so if they are in writing, signed, and the complainant has complied with this policy.

Legal Reference: Iowa Code § 279.8 (2009).

Cross Reference: 214.1 Board Meeting Agenda
215 Public Participation in Board Meetings
504.3 Student Publications

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

402.6 EMPLOYEE RELATIONS TO THE PUBLIC

Members of the school district shall be treated with respect by employees. The board encourages active participation by employees in community activities and events.

It shall be the responsibility of employees as they participate in various community groups and events, to make a conscientious effort to make the school district and its events a real part of the community. Employees shall take advantage of their participation in the community to look for opportunities in which the community and school district can join forces for the betterment of the school district and the community

Legal Reference: Iowa Code § 279.8 (2009).

Cross Reference: 303.7 Superintendent Civic Activities
 304.8 Administrator Civic Activities
 903 Public Participation in the School District
 904 Community Activities Involving Students

402.7 EMPLOYEE OUTSIDE EMPLOYMENT

The board believes the primary responsibility of employees is to the duties of their position within the school district as outlined in their job description. The board considers an employee's duties as part of a regular, full-time position as full-time employment. The board expects such employees to give the responsibilities of their positions in the school district precedence over any other employment.

It is the responsibility of the superintendent to counsel employees, whether full-time or part-time, if, in the judgment of the superintendent and the employee's immediate supervisor, the employee's outside employment interferes with the performance of the employee's duties required in the employee's position within the school district.

The board may request the employee to cease the outside employment as a condition of continued employment with the school district.

Legal Reference: Iowa Code §§ 20.7; 279.8 (2009).

Cross Reference: 401.3 Employee Conflict of Interest
407.6 Licensed Employee Reduction in Force
408.3 Licensed Employee Tutoring
413.5 Classified Employee Dismissal

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

402.8 EMPLOYEE TELEPHONE CALLS

The board recognizes the need of its employees to receive and make telephone calls during working hours. Telephone calls related to education program business shall be made in the office and will be paid by the school district.

Employees may receive and make personal telephone calls during lunches, breaks, or preparation periods. Employees may receive an emergency telephone call at any time.

Classroom and office telephones are available for personal telephone calls. These telephones may only be used for local personal telephone calls; all other calls, including long-distance calls, must be paid for by the employee. It shall be the responsibility of the employee to exercise discretion in making and receiving telephone calls during working hours.

Legal Reference: Iowa Code §§ 20.9; 279.8 (2009)

Cross Reference: 401.9 Use of School District Facilities & Equipment by Employees

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

402.9 SOLICITATIONS FROM OUTSIDE

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

No employee shall be made responsible, or assume responsibility, for the collection of money or the distribution of fund drive literature within the school district unless such activity is voluntary and has been approved by the superintendent

Legal Reference: Iowa Code §§ 279.8 (2009)

Cross Reference: 401.15 Employee Political Activity
504.6 Student Fund-Raising
904 Community Activities Involving Students

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

402.10 PAYMENT OF WAGES

Employees hired after April 1, 2005 must use direct deposit of their payroll check to a bank of their choice. Those employees hired before April 1, 2005 are strongly encouraged to use direct deposit to a bank of their choice.

Persons who do not have a bank account may petition the board to be paid by check. If the board grants permission, those employees must pick up their checks at the Central Office, 304 W. Nishna Rd., on the 20th of the month during normal working hours.

Legal Reference: Iowa Code

Cross Reference:

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

403.1 EMPLOYEE PHYSICAL EXAMINATIONS

Good health is important to job performance. Employees will present evidence of good health, in the form of a physical examination report, prior to their employment with the school district. A physical examination report is required at least every three years thereafter.

School bus drivers will present evidence of good health every other year in the form of a physical examination report unless otherwise required by law or medical opinion. Employees whose physical or mental health, in the judgment of the administration, may be in doubt will submit to additional examinations, when requested to do so, at the expense of the school district.

The cost of the initial examination will be paid by the employee. The form, indicating the employee is able to perform the duties for which the employee was hired must be returned prior to payment of salary.

It is the responsibility of the superintendent to write an exposure control plan to eliminate or minimize district occupational exposure to blood borne pathogens. The plan for designated employees will include, but not be limited to, scope and application, definitions, exposure control, methods of compliance, Hepatitis B vaccination and post-exposure evaluation and follow-up, communication of hazards to employees, and record keeping.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding physical examinations of such employees are followed.

Legal Reference: 29 C.F.R. Pt. 1910.1030 (2002).
Iowa Code §§ 20.9; 279.8, 321.376 (2009).
281 I.A.C. 12.4(14); 43.15 -.20.

Cross Reference: 403 Employees' Health and Well-Being

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

403.2 EMPLOYEE INJURY ON THE JOB

When an employee becomes seriously injured on the job, the building principal or supervisor will notify a member of the family, or an individual of close relationship, as soon as the building principal or supervisor becomes aware of the injury.

If possible, an employee may administer emergency or minor first aid. An injured employee will be turned over to the care of the employee's family or qualified medical employees as quickly as possible. The school district is not responsible for medical treatment of an injured employee.

It is the responsibility of the employee injured on the job to inform the superintendent within twenty-four hours of the occurrence. It is the responsibility of the employee's immediate supervisor to file an accident report within twenty-four hours after the employee reported the injury.

It is the responsibility of the employee to file claims, such as workers' compensation, through the board secretary.

Legal Reference: Iowa Code §§ 85; 279.40; 613.17 (2009).
1972 Op. Att'y Gen. 177.

Cross Reference: 403 Employees' Health and Well-Being
406.5 Licensed Employee Group Insurance Benefits
409.2 Licensed Employee Personal Illness Leave
412.3 Classified Employee Group Insurance Benefits
414.2 Classified Employee Personal Illness Leave

403.3 COMMUNICABLE DISEASES - EMPLOYEES

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 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 and school nurse.

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.

An employee who is at work and who has a communicable disease which creates a substantial risk of harm to a student, coworkers, or others at the workplace will report the condition to the Superintendent any time the employee is aware that the disease actively creates such risk.

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

It is the responsibility of the superintendent, in conjunction with the school nurse, to develop administrative regulations stating the procedures for dealing with employees with a communicable disease.

Legal Reference: School Board of Nassau County v. Arline, 480 U.S. 273 (1987).

29 U.S.C. §§ 794, 1910 (1994).

42 U.S.C. §§ 12101 *et seq.* (1994).

45 C.F.R. Pt. 84.3 (2002).

Iowa Code chs. 139; 141 (2009).

641 I.A.C. 1.2-.7.

Cross Reference: 401.6 Employee Records
403.1 Employee Physical Examinations
507.3 Communicable Diseases - Students

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

403.3E1 HEPATITIS B VACCINE INFORMATION AND RECORD

The Disease

Hepatitis B is a viral infection caused by the Hepatitis B virus (HBV) which causes death in 1-2% of those infected. Most people with HBV recover completely, but approximately 5-10% become chronic carriers of the virus. Most of these people have no symptoms, but can continue to transmit the disease to others. Some may develop chronic active hepatitis and cirrhosis. HBV may be a causative factor in the development of liver cancer. Immunization against HBV can prevent acute hepatitis and its complications.

The Vaccine

The HBV vaccine is produced from yeast cells. It has been extensively tested for safety and effectiveness in large scale clinical trials.

Approximately 90 percent of healthy people who receive two doses of the vaccine and a third dose as a booster achieve high levels of surface antibody (anti-HBs) and protection against the virus. The HBV vaccine is recommended for workers with potential for contact with blood or body fluids. Full immunization requires three doses of the vaccine over a six-month period, although some persons may not develop immunity even after three doses.

There is no evidence that the vaccine has ever caused Hepatitis B. However, persons who have been infected with HBV prior to receiving the vaccine may go on to develop clinical hepatitis in spite of immunization.

Dosage and Administration

The vaccine is given in three intramuscular doses in the deltoid muscle. Two initial doses are given one month apart and the third dose is given six months after the first.

Possible Vaccine Side Effects

The incidence of side effects is very low. No serious side effects have been reported with the vaccine. Ten to 20 percent of persons experience tenderness and redness at the site of injection and low grade fever. Rash, nausea, joint pain, and mild fatigue have also been reported. The possibility exists that other side effects may be identified with more extensive use.

403.3E1 HEPATITIS B VACCINE INFORMATION AND RECORD

CONSENT OF HEPATITIS B VACCINATION

I have knowledge of Hepatitis B and the Hepatitis B vaccination. I have had an opportunity to ask questions of a qualified nurse or physician and understand the benefits and risks of Hepatitis B vaccination. I understand that I must have three doses of the vaccine to obtain immunity. However, as with all medical treatment, there is no guarantee that I will become immune or that I will not experience side effects from the vaccine. I give my consent to be vaccinated for Hepatitis B.

Signature of Employee (consent for Hepatitis B vaccination)

Date

Signature of Witness

Date

REFUSAL OF HEPATITIS B VACCINATION

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring the Hepatitis B virus infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine at no charge to myself. However, I decline the Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with the Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Signature of Employee (refusal for Hepatitis B vaccination)

Date

Signature of Witness

Date

I refuse because I believe I have (check one)

started the series completed the series

403.3E1 HEPATITIS B VACCINE INFORMATION AND RECORD

RELEASE FOR HEPATITIS B MEDICAL INFORMATION

I hereby authorize _____ (individual or organization holding Hepatitis B records and address) to release to the _____ Community School District, my Hepatitis B vaccination records for required employee records.

I hereby authorize release of my Hepatitis B status to a health care provider, in the event of an exposure incident.

Signature of Employee

Date

Signature of Witness

Date

403.3R1 UNIVERSAL PRECAUTIONS REGULATION

Universal precautions (UP) are intended to prevent transmission of infection, as well as decrease the risk of exposure for employees and students. It is not currently possible to identify all infected individuals, thus precautions must be used with every individual. UP pertain to blood and other potentially infectious materials (OPIM) containing blood. These precautions do not apply to other body fluids and wastes (OBFW) such as saliva, sputum, feces, tears, nasal secretions, vomitus and urine unless blood is visible in the material. However, these OBFW can be sources of other infections and should be handled as if they are infectious. The single most important step in preventing exposure to and transmission of any infection is anticipating potential contact with infectious materials in routine as well as emergency situations. Based on the type of possible contact, employees and students should be prepared to use the appropriate precautions prior to the contact. Diligent and proper hand washing, the use of barriers, appropriate disposal of waste products and needles, and proper decontamination of spills are essential techniques of infection control. All individuals should respond to situations practicing UP followed by the activation of the school response team plan. Using common sense in the application of these measures will enhance protection of employees and students.

Hand Washing

Proper hand washing is crucial to preventing the spread of infection. Textured jewelry on the hands or wrists should be removed prior to washing and kept off until completion of the procedure and the hands are re-washed. Use of running water, lathering with soap and using friction to clean all hand surfaces is key. Rinse well with running water and dry hands with paper towels.

- Hands should be washed before physical contact with individuals and after contact is completed.
- Hands should be washed after contact with any used equipment.
- If hands (or other skin) come into contact with blood or body fluids, hands should be washed immediately before touching anything else.
- Hands should be washed whether gloves are worn or not and, if gloves are worn, after the gloves are removed.

Barriers

Barriers anticipated to be used at school include disposable gloves, absorbent materials and resuscitation devices. Their use is intended to reduce the risk of contact with blood and body fluids as well as to control the spread of infectious agents from individual to individual. Gloves should be worn when in contact with blood, OPIM or OBFW. Gloves should be removed without touching the outside and disposed of after each use.

403.3R1 UNIVERSAL PRECAUTIONS REGULATION

Disposal of Waste

Blood, OPIM, OBFW, used gloves, barriers and absorbent materials should be placed in a plastic bag and disposed of in the usual procedure. When the blood or OPIM is liquid, semi-liquid or caked with dried blood, it is not absorbed in materials, and is capable of releasing the substance if compressed, special disposal as regulated waste is required. A band-aid, towel, sanitary napkin or other absorbed waste that does not have the potential of releasing the waste if compressed would not be considered regulated waste. It is anticipated schools would only have regulated waste in the case of a severe incident. Needles, syringes and other sharp disposable objects should be placed in special puncture-proof containers and disposed of as regulated waste. Bodily wastes such as urine, vomitus or feces should be disposed of in the sanitary sewer system.

Clean up

Spills of blood and OPIM should be cleaned up immediately. The employee should:

- Wear gloves.
- Clean up the spill with paper towels or other absorbent material.
- Use a solution of one part household bleach to one hundred parts of water (1:100) or other EPA-approved disinfectant and use it to wash the area well.
- Dispose of gloves, soiled towels and other waste in a plastic bag.
- Clean and disinfect reusable supplies and equipment.

Laundry

Laundry with blood or OPIM should be handled as little as possible with a minimum of agitation. It should be bagged at the location. If it has the potential of releasing the substance when compacted, regulated waste guidelines should be followed. Employees who have contact with this laundry should wear protective barriers.

Exposure

An exposure to blood or OPIM through contact with broken skin, mucous membrane or by needle or sharp stick requires immediate washing, reporting and follow-up.

- Always wash the exposed area immediately with soap and water.
- If a mucous membrane splash (eye or mouth) or exposure of broken skin occurs, irrigate or wash the area thoroughly.
- If a cut or needle stick injury occurs, wash the area thoroughly with soap and water.

The exposure should be reported immediately, the parent or guardian is notified, and the person exposed contacts a physician for further health care.

403.4 HAZARDOUS CHEMICAL DISCLOSURE

The board authorizes the development of a comprehensive hazardous chemical communication program for the school district to disseminate information about hazardous chemicals in the workplace.

Each employee will annually review information about hazardous substances in the workplace. When a new employee is hired or transferred to a new position or work site, the information and training, if necessary, is included in the employee's orientation. When an additional hazardous substance enters the workplace, information about it is distributed to all employees, and training is conducted for the appropriate employees. The superintendent will maintain a file indicating which hazardous substances are present in the workplace and when training and information sessions take place.

Employees who will be instructing or otherwise working with students will disseminate information about the hazardous chemicals with which they will be working as part of the instructional program.

It is the responsibility of the superintendent to develop administrative regulations regarding this program.

Legal Reference: 29 C.F.R. Pt. 1910; 1200 *et seq.* (2009).
 Iowa Code chs. 88; 89B (2003).
 347 I.A.C. 120.

Cross Reference: 403 Employees' Health and Well-Being
 802 Maintenance, Operation, Management

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

403.5 SMOKING AND NONSMOKING EMPLOYEE WORK AREAS

School district facilities and grounds, including school vehicles, are off limits for tobacco or nicotine use, including the use of look-a-likes where the original would include tobacco or nicotine. This requirement extends to students, employees and visitors. This policy applies at all times, including school-sponsored and non-school-sponsored events. Persons failing to abide by this request are required to extinguish their smoking material, dispose of the tobacco, nicotine or other product or leave the school district premises immediately. Employees who violate this policy may be subject to disciplinary action. It is the responsibility of the administration to enforce this policy.

Legal Reference: Goals 2000: Educate America Act, Pub. L. No. 103-227, 108 Stat. 125 (1994).
 House File 2212, Iowa General Assembly (2008)
 Iowa Code §§ 142D; 279.8, .9; 297 (2011).

Cross Reference: 403 Employees' Health and Well-Being
 502.9 Smoking – Drinking - Drugs

Approved 08/08/94

Reviewed 07/16/13

Revised 07/16/13

403.6 EMPLOYEE WELLNESS PROGRAM

The board recognizes the contribution of good health to the performance and well-being of the employee and the school district. The board supports and encourages a wellness program.

It shall be the responsibility of the superintendent, in conjunction with the school nurse, to develop, oversee, and maintain a wellness program.

Legal Reference: Iowa Code § 279.8 (2009).

Cross Reference: 403 Employees' Health and Well-Being

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

403.8 SUBSTANCE-FREE WORKPLACE

The board expects the school district and its employees to remain substance free. No employee will unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbituate, marijuana or any other controlled substance or alcoholic beverage as defined by federal or state law. "Workplace" includes school district facilities, school district premises or school district vehicles. "Workplace" also includes nonschool property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

If an employee is convicted of a violation of any criminal drug offense committed in the workplace, the employee will notify the employee's supervisor of the conviction within five days of the conviction.

An employee who violates the terms of this policy may be subject to discipline up to and including termination. An employee who violates this policy may be required to successfully participate in a substance abuse treatment program approved by the board. The superintendent will make the determination whether to require the employee to undergo substance abuse treatment or to discipline the employee. If the employee fails to successfully participate in a program, the employee may be subject to discipline up to and including termination.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy.

Legal Reference: 41 U.S.C. §§ 701-707 (1994).
 42 U.S.C. §§ 12101 *et seq.* (1994).
 34 C.F.R. Pt. 85 (2002).
 Iowa Code §§ 123.46; 124; 279.8 (2009).

Cross Reference: 502.9 Smoking – Drinking – Drugs

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

403.8E1 SUBSTANCE-FREE WORKPLACE NOTICE TO EMPLOYEES

EMPLOYEES ARE HEREBY NOTIFIED it is a violation of the Substance-Free Workplace policy for an employee to unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbituate, marijuana or any other controlled substance or alcohol, as defined in Schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15 and Iowa Code Chapter 204.

"Workplace" is defined as the site for the performance of work done in the capacity as a employee. This includes school district facilities, other school premises or school district vehicles. Workplace also includes nonschool property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

Employees who violate the terms of the Substance-Free Workplace policy may be required to successfully participate in a substance abuse treatment program approved by the board. The superintendent retains the discretion to discipline an employee for violation of the Substance-Free Workplace policy. If the employee fails to successfully participate in such a program the employee is subject to discipline up to and including termination.

EMPLOYEES ARE FURTHER NOTIFIED it is a condition of their continued employment that they comply with the above policy of the school district and will notify their supervisor of their conviction of any criminal drug statute for a violation committed in the workplace, no later than five days after the conviction.

SUBSTANCE-FREE WORKPLACE ACKNOWLEDGMENT FORM

I, _____, have read and understand the Substance-Free Workplace policy. I understand that if I violate the Substance-Free Workplace policy, I may be subject to discipline up to and including termination or I may be required to participate in a substance abuse treatment program. If I fail to successfully participate in a substance abuse treatment program, I understand I may be subject to discipline up to and including termination. I understand that if I am required to participate in a substance abuse treatment program and I refuse to participate, I may be subject to discipline up to and including termination. I also understand that if I am convicted of a criminal drug offense committed in the workplace, I must report that conviction to my supervisor within five days of the conviction.

(Signature of Employee)

(Date)

403.8R1 SUBSTANCE-FREE WORKPLACE REGULATION

A superintendent who suspects an employee has a substance abuse problem will follow these procedures:

1. **Identification** - the superintendent will document the evidence the superintendent has which leads the superintendent to conclude the employee has violated the Substance-Free Workplace policy. After the superintendent has determined there has been a violation of the Substance-Free Workplace policy, the superintendent will discuss the problem with the employee.
2. **Discipline** - if, after the discussion with the employee, the superintendent determines there has been a violation of the Substance-Free Workplace policy, the superintendent may recommend discipline up to and including termination [*or may recommend the employee seek substance abuse treatment*]. Participation in a substance abuse treatment program is voluntary.
3. **Failure to participate in referral** – if the employee refuses to participate in a substance abuse treatment program or if the employee does not successfully complete a substance abuse treatment program, the employee may be subject to discipline up to and including termination.
4. **Conviction** - if an employee is convicted of a criminal drug offense committed in the workplace, the employee must notify the employer of the conviction within five days of the conviction.

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

403.9 DRUG AND ALCOHOL TESTING PROGRAM

Employees who operate school vehicles are subject to drug and alcohol testing if a commercial driver's license is required to operate the school vehicle and the school vehicle transports sixteen or more persons including the driver or the school vehicle weighs twenty-six thousand one 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 vehicle.

The employees operating a school vehicle as described above are subject to pre-employment drug testing and random, reasonable suspicion and post-accident drug and alcohol testing. Employees operating school vehicles shall not perform a safety-sensitive function within four hours of using alcohol. Employees governed by this policy shall be 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, the school nurse located at the K-8 school.

Employees who violate the terms of this policy are subject to discipline up to and including termination. Employees who violate this policy bear the personal and financial responsibility, as a condition of continued employment, to successfully participate in a substance abuse evaluation and a substance abuse treatment program if recommended by the substance abuse professional. Employees who fail to or refuse to successfully participate in a substance abuse evaluation or recommended substance abuse treatment program may be subject to discipline up to and including termination.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy in compliance with the law. The superintendent will inform applicants of the requirement for drug and alcohol testing in notices or advertisements for employment.

The superintendent will also be responsible for publication and dissemination of this policy and its supporting administrative regulations and forms to employees operating school vehicles. The superintendent 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.

Legal Reference: American Trucking Association, Inc., v. Federal Highway Administration, 51 Fed. 3rd 405 (4th Cir. 1995).
 49 U.S.C. §§ 5331 et seq. (1994).
 42 U.S.C. §§ 12101 (1994).
 41 U.S.C. §§ 701-707 (1996).
 49 C.F.R. Pt. 40; 382; 391.81-123 (2002).
 34 C.F.R. Pt. 85 (2002).
 Local 301, Internat'l Assoc. of Fire Fighters, AFL-CIO, and City of Burlington, PERB No. 3876 (3-26-91).
 Iowa Code §§ 124; 279.8; 321.375(2); 730.5 (2009).

Cross Reference: 403.8 Substance-Free Workplace
 409.2 Licensed Employee Personal Illness Leave
 414.2 Classified Employee Personal Illness Leave

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

403.9R1 DRUG AND ALCOHOL TESTING PROGRAM REGULATION

This administrative regulation supports the Drug and Alcohol Testing Program policy. It also establishes and explains the requirements of the school district's drug and alcohol testing program required for employees operating school vehicles. Note the Drug and Alcohol Testing Program Definitions, Code No. 403.9R2.

- A. Questions regarding the drug and alcohol testing program policy, its supporting administrative regulations or the drug and alcohol testing program may be directed to the school district contact person, school nurse at the K-8 School.
- B. Covered Drivers
 - 1. A driver is covered by the drug and alcohol testing program if the driver:
 - a. Drives a vehicle transporting sixteen or more personas, including the driver, OR drives a vehicle weighing over twenty-six thousand one pounds; and
 - b. Required to hold a commercial driver's license for the driver position.
 - 2. Covered drivers include:
 - a. Applicants seeing a position as a driver;
 - b. Full time, regularly employed drivers;
 - c. Casual, intermittent, occasional or substitute drivers; and
 - d. Lease drivers and independent, owner-operator contractors who are either directly employed by or under lease to a school district or who operate a school vehicle at the direction of or with the consent of a school district.
 - 3. Drivers are subject to the drug and alcohol testing program and its requirements throughout the year, including the times when school is not in session or when the driver is on leave.
- C. Prohibited Driver Conduct
 - 1. Drivers shall not report to duty or remain on duty with a 0.04 alcohol concentration or greater.
 - 2. Drivers shall not report to duty or remain on duty when using any drug except:
 - a. When a licensed medical practitioner has advised the driver that the drug does not adversely affect the driver's ability to safely operate a school vehicle; and
 - b. The school district is informed in writing of the medication and licensed medical practitioner's opinion.
 - 3. Drivers shall not use alcohol at least four hours prior to, or during the performance of, a safety-sensitive function.
 - 4. Drivers shall not possess alcohol while on duty. This includes possessing prescriptions and over-the-counter medicines containing alcohol unless the packaging seal is unbroken.
 - 5. Drivers required to take a post-accident alcohol test shall not use alcohol within eight hours following the accident or prior to undergoing a post-accident alcohol test, whichever comes first.

403.9R1 DRUG AND ALCOHOL TESTING PROGRAM REGULATION

6. Drivers shall not refuse to submit to a drug or alcohol test. A refusal to test is considered a positive test requiring the driver to bear the personal and financial responsibility to undergo a substance abuse evaluation as a condition of continued employment and subjecting the driver to discipline up to and including termination.
7. Drivers shall not report for duty or remain on duty performing a safety-sensitive function if the driver has a positive drug test result.

D. Alcohol Testing Procedures

1. Driver's breath or saliva is tested for alcohol.
2. The screening alcohol test is conducted with an evidentiary breath testing device or a saliva testing device.
 - a. The screening breath alcohol or saliva test determines whether the driver's alcohol concentration is less than 0.02.
3. The confirmation alcohol test is conducted only by an evidentiary breath alcohol testing device to determine whether the driver can continue to perform a safety-sensitive function.
 - a. A confirmation alcohol test result of less than 0.02 alcohol concentration allows the driver to continue to perform a safety-sensitive function.
 - b. A confirmation alcohol test result of 0.02 alcohol concentration but less than 0.04 alcohol concentration requires the driver to cease performing a safety-sensitive function for twenty- four hours.
 - c. A confirmation alcohol test result of 0.04 breath alcohol concentration or greater requires the driver to cease performing a safety-sensitive function and undergo a substance abuse evaluation.
4. Alcohol testing is conducted at collection sites which provide privacy to the driver and contain the necessary equipment, personnel and materials.
 - a. Alcohol testing is conducted at a designated collection site unless the situation requires another location.
 - b. In the event privacy cannot be assured, privacy will be provided to the extent practical.
5. Screening alcohol testing steps.
 - a. Once the driver is notified to submit to an alcohol test, the driver must complete the Alcohol/Drug Test Notification Form and proceed immediately to the collection site. Collection site personnel contact the school district contact person immediately when a driver does not arrive at the specified time. Failure to arrive at the collection site in a timely manner is considered a refusal to test.
 - b. Upon arrival, the driver must provide a photo identification. Repeated failure of the driver to produce a photo identification is considered insubordination as well as a refusal to test.
 - c. The testing procedure is explained to the driver by the collection site person.
 - d. The breath alcohol technician (BAT) or saliva test technician (STT) and the driver complete and sign the appropriate sections of the alcohol testing form.

403.9R1 DRUG AND ALCOHOL TESTING PROGRAM REGULATION

- e. Evidentiary breath alcohol testing device procedures.
 - 1) The driver forcefully blows into the mouthpiece for at least six seconds or until an adequate amount of breath has been obtained.
 - 2) The screening alcohol test is stopped when the driver fails twice to provide an adequate amount of breath. In that case:
 - a) A refusal of the driver to try a second time to provide adequate breath is considered a refusal to test.
 - b) A physician analyzes the driver's inability to provide adequate breath. c) Failure to provide adequate breath is considered a refusal to test unless the physician determines a medical condition caused the failure to provide adequate breath.
 - 3) The results of the screening alcohol test are shared with the driver.
- f. Saliva alcohol testing device procedures.
 - 1) The driver and the STT review the expiration date of the saliva alcohol testing device, and if the date is valid, the packaging is opened.
 - 2) The driver or STT places the swab in the driver's mouth until the swab is completely saturated. If the alcohol test is started again, only the STT may place the swab in the driver's mouth.
 - 3) The saliva alcohol testing device is activated with the saturated swab in place.
 - 4) The saliva alcohol test is stopped when the driver fails twice to provide an adequate amount of saliva. In that case:
 - a) The school district is informed.
 - b) The driver must submit to a breath alcohol test immediately.
 - 5) The saliva testing device results are read two minutes, and no later than fifteen minutes, after the saliva testing device was activated.
 - 6) The results of the screening alcohol test are shared with the driver.
- g. The driver and breath alcohol technician or saliva test technician must sign the alcohol testing form following completion of the alcohol test. Failure to sign the form after the alcohol test is not considered a refusal to test. However, in the remarks section of the form, the BAT or STT notes the driver's refusal to sign.
- h. Screening alcohol test results.
 - 1) An alcohol test result of less than 0.02 alcohol concentration is reported to the school district in a confidential manner and the driver may continue to perform a safety-sensitive function.
 - 2) An alcohol test result of 0.02 alcohol concentration or more requires a confirmation alcohol test be performed between fifteen and thirty minutes after the screening test.

403.9R1 DRUG AND ALCOHOL TESTING PROGRAM REGULATION

- 1) The BAT or STT provides the school district contact person with a copy of the alcohol testing form if written communication was not used to report the test results.
 - i. Potential incomplete or invalid screening alcohol tests are repeated with corrected procedures.
6. Confirmation alcohol testing steps.
- a. The driver is instructed to not eat, drink, put any object or substance in his or her mouth, and, to the extent possible, not belch during the fifteen-minute waiting period to avoid accumulation of mouth alcohol leading to an artificially high reading.
 - b. The confirmation alcohol test is done between fifteen and twenty minutes of the screening alcohol test whether or not the driver followed the requirements.
 - c. If a different collection site is used, the driver must be under the observation of the collection site person or school district person while waiting for the confirmation alcohol test.
 - d. If a different collection site person conducts the confirmation alcohol test, the driver must again provide photo identification.
 - e. The testing procedures is explained to the driver by a BAT.
 - f. The BAT and the driver complete and sign the appropriate section of the alcohol testing form.
 - 1) Refusal of the driver to sign the form prior to the confirmation alcohol test is considered a refusal to test.
 - 2) The school district is notified immediately of the refusal to sign.
 - g. The driver forcefully blows into the evidentiary breath testing device mouthpiece for at least six seconds or until an adequate amount of breath has been obtained.
 - h. The confirmation alcohol test results, which are the final and official test results, are shared with the driver.
 - i. The driver and BAT must sign the alcohol testing form following completion of the alcohol test. Failure to sign the form after the alcohol test is not considered a refusal to test. However, in the remarks section of the form, the BAT notes the driver's refusal to sign.
 - j. The BAT informs the school district's contact person of the results of the test in a confidential manner.
 - 1) An alcohol test result of less than 0.02 alcohol concentration is reported to the school district in a confidential manner and the driver may continue to perform a safety-sensitive function.
 - 2) The breath alcohol technician notifies the school district contact person immediately of confirmation alcohol test results of 0.02 alcohol concentration or more.
 - 3) The collection site person provides the school district contact person with a copy of the alcohol testing form if written communication was not used to report the test results.

403.9R1 DRUG AND ALCOHOL TESTING PROGRAM REGULATION

- k. Potentially incomplete or invalid confirmation alcohol tests are repeated with corrected procedures.
- l. The breath alcohol test is stopped when the driver fails twice to provide an adequate amount of breath. In that case:
 - 1) A physician analyzes the driver's inability to provide adequate breath.
 - 2) Failure to provide adequate breath is considered a refusal to test unless the physician determines a medical condition caused the failure to provide adequate breath.
 - 3) A refusal of the driver to try a second time to provide adequate breath is considered a refusal to test.

E. Drug Testing Procedures

- 1. Driver's urine is tested for marijuana, cocaine, opiates, amphetamines and phencyclidine.
- 2. A split specimen urine drug test, often called "split sample test," is used to conduct the drug test.
 - a. A negative drug test result allows the driver to continue to perform a safety-sensitive function.
 - b. A positive drug test result on the primary sample requires the driver to be removed from performing a safety-sensitive function.
 - c. A positive drug test result on the primary sample allows the driver an opportunity to request the split sample be tested by another certified laboratory only for the specific drug found in the primary sample. A negative drug test result on the split sample results in a negative drug test result.
 - d. A positive drug test result requires the driver to bear the personal and financial responsibility to undergo a substance abuse evaluation as a condition of continued employment.
- 3. Drivers taking medication at a licensed medical practitioner's direction may perform a safety-sensitive function if the licensed medical practitioner determines there is not an adverse affect on performing a safety-sensitive function and the school district is informed in writing of the medication and licensed medical practitioner's opinion.
- 4. Drug testing is conducted at collection sites which provide privacy to the driver and where the necessary equipment, personnel and material are located.
 - a. Drug testing is conducted at a designated collection site unless the situation requires another location. Public restrooms can be used as collection sites in exceptional circumstances.
 - b. In the event privacy cannot be assured, privacy is provided to the extent practical. However, direct observation is allowed if:
 - 1) Reasons exist to believe the driver may alter or substitute the specimen.
 - 2) The driver presents a specimen with a temperature outside the allowed range and does not provide an oral body temperature or the oral body temperature varies from the specimen provided.

403.9R1 DRUG AND ALCOHOL TESTING PROGRAM REGULATION

- 1) The last specimen provided by the driver was determined by the laboratory to not meet specific gravity and urine creatinine concentration criteria.
 - 2) The collection site person observes conduct of the driver to substitute or adulterate the specimen.
 - 3) The driver has previously been determined to have used a drug without medical authorization and the particular test is for follow-up testing upon or after return to duty.
 - c. Direct observation is approved by the supervisor of the collection site person or the designated school district representative. Non-medical personnel performing direct observation must be of the same gender as the driver.
5. Drug testing steps.
- a. The school district contact person makes arrangements with the collection site for the test.
 - b. Once the driver is notified to submit to a drug test, the driver must complete the Alcohol/Drug Test Notification Form and proceed immediately to the collection site. The collection site person contacts the school district contact person immediately when a driver does not arrive at the specified time. Failure to arrive at the collection site in a timely manner is considered a refusal to test.
 - c. Upon arrival, the driver must provide a photo identification. Repeated failure of the driver to produce a photo identification is considered insubordination as well as a refusal to test. The driver may require the collection site person to provide proof of identification.
 - d. The driver may keep his or her wallet but must remove any unnecessary outer garments, purses, briefcases and similar items at the request of the collection site person.
 - e. Immediately prior to providing a urine specimen, the driver must wash his or her hands.
 - f. The driver must then provide forty-five milliliters of urine and deliver it immediately to the collection site person.
 - 1) Drivers who cannot provide an adequate amount of urine receive instructions for drinking water and trying again.
 - 2) The drug test is stopped when the driver fails twice to provide an adequate amount of urine.
 - 3) Failure to provide adequate urine is considered a refusal to test unless the physician determines a medical condition caused the failure to provide adequate urine.
 - g. The specimen is kept in view of the driver and the collection site person.
 - h. Upon receipt of the specimen, the collection site person immediately, and in no event later than four minutes from the time of urination, measure the temperature of the specimen.

403.9R1 DRUG AND ALCOHOL TESTING PROGRAM REGULATION

- i. The driver may volunteer to have his or her oral temperature taken to provide evidence against alteration or substitution if there is some question about the temperature of the specimen.
 - j. The collection site person inspects the specimen for color and other signs of contaminants and notes any unusual findings in the remarks section of the chain of custody form.
 - k. Another specimen is required as soon as possible under direct observation if adulteration or substitution is suspected by the collection site person. Specimens suspected of adulteration nor substitution are also sent to the laboratory for testing.
 - l. The specimen is divided in to the primary and the split specimen, sealed and labeled. The label is initialed by the driver.
 - m. The driver is required to read and sign the statement of the chain of custody form certifying the specimens are the driver's.
 - n. The collection site person is required to note on the chain of custody form any unusual behavior or appearance of the driver and any failure to cooperate.
 - o. The collection site person completes the chain of custody form and the driver signs the form indicating the collection is complete. Failure of the driver to sign the form after the drug test is not considered a refusal to test. However, the collection site person notifies the school district contact person and notes the driver's failure to sign on the form.
 - p. The specimens are packaged for shipping to the laboratory and are shipped immediately or placed in secure storage until they can be shipped.
6. Laboratory.
- a. The laboratory used by the school district's drug and alcohol testing program is certified by the U.S. Department of Health and Human Services (DHHS). Certified laboratories meet the testing procedures, personnel and record keeping requirements of the law.
 - b. Upon arrival of the specimens at the laboratory, the split specimen is stored and the primary specimen is tested.
 - 1) A positive drug test result on the initial test of the primary specimen requires a confirmation drug test of the primary specimen.
 - 2) The split specimen is discarded if the primary specimen has a negative drug test result.
7. Medical Review Officer (MRO).
- a. The MRO may release drug testing records of a driver to unauthorized individuals only with the written consent of the driver.
 - b. The MRO keeps a record of negative drug test results and reports negative drug test results to the school district, usually within two working days.
 - c. The primary role of the MRO is to review and interpret positive drug test results to determine whether a legitimate explanation exists for the positive drug test result.

403.9R1 DRUG AND ALCOHOL TESTING PROGRAM REGULATION

- 1) After reviewing the chain of custody form and the laboratory drug test results, the MRO contacts the driver to discuss the positive drug test result prior to notifying the school district and to ask whether the driver requests a drug test of the split sample. The driver's request for a drug test of the split sample must be made within seventy-two hours of talking with the MRO.
 - 2) Upon request of the driver, the split specimen is sent to a second certified laboratory to test only for the drug found in the primary specimen.
 - 3) The MRO contacts the school district contact person for assistance if the driver cannot be reached.
 - 4) The school district contact person must confidentially inform the driver to contact the MRO.
 - 5) Upon contacting the driver, the school district contact person must inform the MRO that the driver was contacted.
 - 6) Drivers who cannot be contacted are placed on temporary medically unqualified status or medical leave.
- d. The MRO may verify a positive drug test without talking to the driver if:
- 1) The driver declines the opportunity to discuss the positive drug test.
 - 2) The driver fails to contact the MRO within five days after the school district contact person has contacted the driver.
 - 3) MRO verification of positive drug test results under these circumstances can be challenged by the driver if the driver presents the MRO with information documenting a serious illness, injury or other circumstances unavoidably preventing the driver from timely contacting the MRO. The MRO, based on this additional information, may find a legitimate explanation for the positive drug test result and declare the drug test negative.
- e. The driver is notified of the drugs found in a positive drug test result by the MRO, the school district contact person or by certified mail to the driver's last known address.
- f. The school district receives a written report of the negative and positive drug test results from the MRO.

F. Substance Abuse Professional

1. A substance abuse evaluation by a substance abuse professional is the personal and financial responsibility of the driver as a condition of continued employment when a driver has:
 - a. A positive drug test;
 - b. A positive alcohol test of 0.04 alcohol concentration or greater; or
 - c. Otherwise violates the drug and alcohol testing program policy, its supporting documents or the law.
2. The substance abuse evaluation determines what assistance, if any, the driver needs in resolving problems with alcohol misuse and/or drug use.

403.9R1 DRUG AND ALCOHOL TESTING PROGRAM REGULATION

3. A list of available substance abuse professionals to provide assistance to bus drivers is available through the school nurse.

G. Pre-employment Testing

1. Drivers shall submit to a drug test if a job offer is made. The job offer is contingent upon:
 - a. A negative drug test result; and
 - b. A signed written statement authorizing former employers to release all information on the driver related to drugs and alcohol.
2. Prior to allowing a driver to perform a safety-sensitive function, and no later than fourteen days after performing a safety-sensitive function, information must be obtained, or a good faith effort must have been made to obtain the information about the driver's drug and alcohol history.
 - a. The following information must be obtained about the driver for the two year period preceding the date of the application.
 - 1) Alcohol test result of 0.04 alcohol concentration or greater;
 - 2) Positive drug test results; and
 - 3) Refusals to be tested.
 - b. The information must be obtained, or a good faith effort made to obtain, the information if the driver is currently performing and will continue to perform a safety-sensitive function.
 - c. The information must be obtained, or a good faith effort made to obtain, the information if the driver performed a safety-sensitive function and is no longer employed by the school district.
 - d. The information does not need to be obtained if the driver did not perform a safety-sensitive function and is no longer employed by the school district.
 - e. The school district may obtain information held by the prior employer for the two-year period preceding the date of application even if the information came from other employers.
 - f. A good faith effort requires the school district to request and hopefully receive, the information prior to the driver driving and no later than fourteen days after first driving by taking the following steps:
 - 1) Obtain the driver's written consent immediately after a conditional employment offer is made.
 - 2) Send a completed consent for Release of Information signed by the driver to prior employers via certified mail.
 - 3) Contact the prior employers' drug and alcohol testing program managers about the status of the request if no response is received within reasonable period.
 - 4) Take appropriate action (i.e. follow-up with a SAP, terminate employment) if the information received, whether prior to or after the fourteen day period, requires.
 - 5) Document and maintain the documentation of the steps taken to obtain the information when it is not received or the prior employer refuses to submit the information.

403.9R1 DRUG AND ALCOHOL TESTING PROGRAM REGULATION

H. Random Testing

1. Annually, ten percent of the average number of drivers are selected for random alcohol tests and fifty percent of the average number of drivers are selected for random drug tests.
2. The drivers' identification numbers are selected by a scientific method giving each driver an equal chance to be selected.
3. Random tests are unannounced and spread throughout the year.
4. Drivers selected for **random alcohol testing** are notified just before, during or just after any performing a safety-sensitive function. The school district documents why some, if any, drivers were selected but not notified.
5. Drivers selected for **random drug testing** are notified at any time. The school district must document why some, if any, drivers were selected but not notified.
6. Once the driver is notified of being selected for a random test, the driver must proceed immediately to the collection site. However, drivers performing a safety-sensitive function must safely stop and proceed to the collection site as soon as possible.

I. Reasonable Suspicion Testing

1. A driver may be required to submit to a reasonable suspicion **drug** test at any time.
2. A driver may be required to submit to a reasonable suspicion **alcohol** test just before, during or just after the time the driver is required to be in compliance with the drug and alcohol testing program policy, its supporting documents or the law.
 - a. A reasonable suspicion alcohol test is performed within two hours and no later than eight hours of determining reasonable suspicion.
 - b. If the alcohol test is not given within two hours, the reasons for the delay must be documented.
 - c. If the alcohol test is not given within eight hours, attempts to test are stopped and the reason for not testing must be documented.
3. A reasonable suspicion test request is made by an employee who received training to determine reasonable suspicion. The reasons for the reasonable suspicion must be documented within twenty- four hours or prior to the release of the test results. If more than one employee trained to determine reasonable suspicion observes the driver, that employee must also document their reasons.

J. Post-accident Testing

1. Drivers are subject to both post-accident drug and alcohol testing as soon as possible after an accident in which:
 - a. A fatality, other than the driver, occurred.
 - b. The driver was cited and bodily injury occurred to a person who, as a result of the injury, required immediate medical treatment away from the scene of the accident; or
 - c. The driver was cited and one or more motor vehicles incurred disabling damage as a result of the accident, requiring a motor vehicle to be transported away from the accident scene by a tow truck or other motor vehicle.

403.9R1 DRUG AND ALCOHOL TESTING PROGRAM REGULATION

- 1) “Disabling damage” is damage which precludes the departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs. It includes damage to motor vehicles that could have been driven but would have been further damaged if so driven.
 - 2) “Disabling damage” excludes damage which can be remedied temporarily:
 - a) Tire disablement without other damage even if no spare tire is available.
 - b) Headlight or taillight damage.
 - c) Damage to turn signals, horn, or windshield wipers which make them inoperative.
2. Drivers must remain readily available for post-accident testing.
 - a. Drivers who leave the scene or who do not remain readily available are deemed to have refused to test.
 - b. Necessary medical treatment cannot and should not be denied to a driver waiting to complete post-accident drug and alcohol tests.
 3. Alcohol testing requirements.
 - a. The alcohol test is administered within two hours and no later than eight hours of the accident.
 - b. The reasons for administering the test later than two hours after the accident must be documented.
 - c. The reasons for not administering the test within eight hours of the accident must be documented.
 - d. Drivers are prohibited from consuming alcohol for eight hours after the accident or until the alcohol test is completed.
 4. Drug testing requirements.
 - a. The drug test is administered as soon as possible and no later than 32 hours after the accident.
 - b. The reasons for not administering the test must be documented.
 5. Results of drug or alcohol testing conducted by law enforcement officers or other officials on the scene with independent authority to conduct such tests are presumed valid if the testing conforms to the law. The school district must receive a copy of the results to use them.
- K. Return-to-duty/Follow-up Testing
1. Prior to returning to duty after a positive drug test, a positive alcohol test of 0.04 alcohol concentration or greater, or otherwise violating the drug and alcohol testing program policy, its supporting documents or the law, the driver bears the personal and financial responsibility to:
 - a. Be re-evaluated by a substance abuse professional to determine that the driver has properly followed any treatment program prescribed.
 - b. Submit to the tests required by the substance abuse professional. The substance abuse professional may require a return-to-duty test for drugs, alcohol or both.

403.9R1 DRUG AND ALCOHOL TESTING PROGRAM REGULATION

- c. Have a negative return-to-duty drug test result and/or an alcohol test result of less than 0.02 alcohol concentration before the driver can return to duty and perform any safety-sensitive function.
 2. After returning to duty, the driver is subject to a minimum of six unannounced follow-up tests within twelve months for alcohol, drugs or both, as determined by the substance abuse professional.
 - a. The substance abuse professional can terminate the follow-up testing requirement after the first six tests have been completed or continue the follow-up testing for up to sixty months from the date of the driver's return to duty.
 - b. Alcohol follow-up testing is done just before, during or just after performing a safety-sensitive function.
 - c. Drug follow-up testing is done any time.
- L. School District Responsibilities
 1. Provide drivers with information on the drug and alcohol testing requirements of the drug and alcohol testing program policy, its supporting documents and the law, including the driver's obligations.
 2. Supervisors of drivers or employees designated to determine reasonable suspicion must receive sixty minutes of training on alcohol misuse and sixty minutes of training on drug use. The training must address the physical, behavioral, speech and performance certificate must be maintained by the school district until the employee leaves employment of the school district or is not longer authorized to make a reasonable suspicion determination.
 3. Provide drivers with instructions prior to the driver operating a school vehicle to enable the driver to comply with the drug and alcohol testing requirements.
 4. Disallow drivers to report to work or perform a safety-sensitive function when the school district has actual knowledge of a driver's drug use whether or not a drug test was conducted.
 5. Disallow drivers to report to work or perform a safety-sensitive function when the school district has actual knowledge of a driver with 0.02 alcohol concentration or great whether or not an alcohol test was conducted.
 6. Ensure, through the school district's drug and alcohol testing program service provider, that the quality assurance plan, developed by the manufacturer and approved by the National Highway Traffic Safety Administration (NHTSA) for the evidentiary testing device or saliva alcohol testing device used for alcohol testing of its drivers, describes the inspection, maintenance and calibration requirements and intervals for the device.
 7. Ensure, through the school district's drug and alcohol testing program service provider, that the collection site person using an evidentiary breath testing device is a certified breath alcohol technician (BAT).
 8. Ensure, through the school district's drug and alcohol testing program service provider, that the collection site person using a saliva alcohol testing device is a certified BAT or saliva test technician (STT).

403.9R1 DRUG AND ALCOHOL TESTING PROGRAM REGULATION

- M. Consequences of violating the drug and alcohol testing program policy, its supporting documents, or the law.
1. Each violation is dealt with based on the circumstances surrounding the violation. The following consequences may result from a violation.
 - a. Drivers may be disciplined up to and including termination.
 - b. Drivers may not be permitted to perform safety-sensitive functions.
 - c. Drivers may be advised of the resources available to them in evaluating and resolving programs associated with the misuse of alcohol or use of drugs.
 - d. Drivers refusing to submit to drug and/or alcohol testing are considered insubordinate and are subject to termination.
 - e. Drivers/applicants who refuse to submit to or cooperate with the drug and-or alcohol testing process and requirements shall be disqualified from further consideration.
 - f. Drivers, as a condition of continued employment, bear the personal and financial responsibility for undergoing a substance abuse evaluation to determine what assistance, if any, the driver needs in resolving problems associated with the misuse of alcohol or use of drugs and be required to follow any recommended substance abuse treatment program.
 - g. Misuse of alcohol or use of drugs and be required to follow any recommended substance abuse treatment program.
 - h. Prior to returning to duty, the driver is required to have a negative drug and/or alcohol test result and be subject to the follow-up drug and/or alcohol testing determined necessary based on the circumstances surrounding the incident.
 - i. Drivers refusing to submit to drug and/or alcohol testing are considered insubordinate and are subject to discipline up to and including termination.
 2. Nothing in the drug and alcohol testing program policy, its supporting documents or the law relating to drug and alcohol testing limits or restricts the right of the board or superintendent to discipline, up to and including termination, a driver for conduct which violated the school district's policies, supporting documents and procedures.
- N. Drug and alcohol testing records.
1. Drug and alcohol testing records are stored in locked files at limited access locations separate and part from the driver's general personnel records.
 2. The records are released only with the written consent of the driver. Only those records specifically authorized for release may be released. However:
 - a. Records may be released to appropriate government agencies without a driver's written consent.
 - b. Records may be released to appropriate school district employees without a driver's written consent.

403.9R1 DRUG AND ALCOHOL TESTING PROGRAM REGULATION

- c. School districts may, without a driver's written consent, make a driver's drug and alcohol test records available to a decision maker in a lawsuit, grievance or other proceeding initiated by or on behalf of the driver and arising from the result of an alcohol or drug test under the drug and alcohol testing program policy, its supporting documents or the law or from the school district's determination that the driver violated the drug and alcohol testing program, its supporting regulations, or the law.
3. With a written request, drivers may access and copy their drug and alcohol test records in accordance with the board policy related to employee records. A driver is not denied access to these records for failure to pay fees associated with other records.
4. The following records of the school district's drug and alcohol testing programs are maintained for the time period indicated.
 - a. One year.
 - 1) Records of negative and canceled drug test results and alcohol test results of less than 0.02 breath alcohol concentration.
 - 2) Records related to a driver's test results.
 - 3) Records related to other violations of the law.
 - 4) Records related to substance abuse evaluations.
 - b. Two years.
 - 1) Records related to the alcohol and drug collection process, except calibration evidentiary breath testing devices, and training.
 - c. Five years.
 - 1) Alcohol test results of 0.02 alcohol concentration and greater.
 - 2) Verified positive drug test results.
 - 3) Documentation of refusals to take required alcohol and/or drug tests.
 - 4) Evidentiary breath testing device calibration documentation.
 - 5) Driver substance abuse evaluations and referrals.
 - 6) Annual calendar year summary.
 - 7) Records related to the administration of the drug and alcohol testing program.
 - d. Forever or as designated below.
 - 1) Reasonable suspicion training certificates must be retained two years after the employee is no longer authorized to make a reasonable suspicion.
 - 2) Records related to the education and training of drivers must be retained two years after the employee ceased to perform a safety sensitive function.
5. The following records of a school district collection site for saliva alcohol testing are maintained for the time period indicated.
 - a. Two years.
 - 1) Records related to the alcohol collection process.
 - b. Five years.

403.9R1 DRUG AND ALCOHOL TESTING PROGRAM REGULATION

- 1) Collector copy of Chain of Custody Form for Controlled Substance Testing.
 - 2) Collector copy of Breath Alcohol Test Form.
 - 3) Quality assurance plan, if any.
 - 4) Quality control check sheet.
- c. Records related to the education and training of STTs must be retained two years if the employee ceased to perform the duties of an STT.

Approved 5/12/97

Reviewed 07/12/10

Revised 07/12/10

403.9R2 DRUG AND ALCOHOL TESTING PROGRAM DEFINITIONS

Air blank – a reading by an evidentiary breath testing device (EBT) of ambient air containing non alcohol.

Alcohol – the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol concentration (or content) – the alcohol in a volume of breath expressed in terms of grams of alcohol per two hundred ten liters of breath as indicated by an evidentiary breath alcohol test or saliva alcohol test under the law.

Alcohol use – the consumption of any beverage, mixture or preparation, including any medication, containing alcohol.

Breath Alcohol Technician (BAT) – an individual who instructs and assists drivers in the alcohol testing process and operates an evidentiary breath testing device, non-evidentiary breath testing device or saliva testing device.

Canceled or invalid test – in drug testing it is a drug test that has been declared invalid by a Medical Review Officer of a specimen that has been rejected for testing by a laboratory. In alcohol testing it is a test that is deemed to be invalid under the law. A canceled drug test or alcohol test is neither a positive or negative test.

Chain of Custody – procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. With respect to drug testing, these procedures require that an appropriate drug testing custody form be used from time to collection to receipt by the laboratory and that upon receipt by the laboratory and appropriate laboratory chain of custody form(s) account(s) for the sample or sample aliquots within the laboratory.

Collection site -- a place where drivers present themselves for the purpose of providing body fluid or a tissue sample to be analyzed for specific drugs or breath alcohol concentration.

Confirmation test – for alcohol testing it is a second test following a screening alcohol test with a result of 0.02 breath alcohol concentration or greater that provides quantitative data of breath alcohol concentration. For drug testing it is a second analytical procedure (GC/MS) to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy.

Controlled substances/drugs – marijuana, cocaine, opiates, amphetamines and phencyclidine.

Driver- any person who operates a school vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to the school district or who operate a school vehicle at the direction of or with the consent of the school district. For the purposes of pre-employment/pre-duty testing only, the term “driver” includes applicants for drivers of school vehicle positions.

403.9R2 DRUG AND ALCOHOL TESTING PROGRAM DEFINITIONS

Initial test (or screening test) – in drug testing it is an immunoassay screen to eliminate “negative” urine specimens from further consideration. In alcohol testing it is an analytic procedure to determine whether a driver may have prohibited concentration of alcohol in a breath or saliva specimen.

Licensed medical practitioner – a person who is licensed, certified, and/or registered, in accordance with applicable federal, state, local or foreign laws and regulations, to prescribe controlled substances and other drugs.

Medical review officer (MRO) – a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer’s drug testing program who has knowledge or substance abuse disorders and has appropriate medical training to interpret and evaluate a driver’s confirmed positive test result together with the driver’s medical history and any other relevant bio-medical information.

Non-suspicion-based post-accident testing – testing of a driver after an accident without regard to whether there is any reasonable suspicion of drug usage, reasonable cause to believe the driver has been operating the school vehicle while under the influence of drugs, or reasonable cause to believe the driver was at fault in the accident and drug usage may have been a factor.

Performing a safety-sensitive function – a driver is considered to be performing a safety-sensitive function during any period in which the driver is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.

Random Selection Process – when drug and alcohol tests are unannounced and every driver has an equal chance of being selected for testing.

Reasonable suspicion – when the school district believes the appearance, behavior, speech or body odors of the driver are indicative of the use of drugs or alcohol.

Refusal to test – when a driver (1) fails to provide adequate breath or saliva for alcohol testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of the law, (2) fails to provide adequate urine for drug testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provision of the law, or (3) engages in conduct that clearly obstructs the testing process. A refusal to test is treated as a positive drug test result or an alcohol test result of 0.04 alcohol concentration or greater.

Safety-sensitive function – all time from the time when a driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work.

Saliva test technician (STT) – an individual who has successfully completed U.S. DOT approved training for saliva alcohol testing who instructs and assists drivers in the initial (screening) alcohol testing process and operates a non-evidentiary breath testing or saliva testing device.

School vehicle – a vehicle owned, leased, and/or operated at the direction or with the consent of the school district which transports sixteen or more persons, including the driver, or weighs over twenty-six thousand one pounds and requires the driver to have/possess a commercial driver’s license in order to operate the vehicle.

403.9R2 DRUG AND ALCOHOL TESTING PROGRAM DEFINITIONS

Split specimen/split sample – the division of the urine specimen into thirty milliliters in a specimen bottle (the primary sample) and into at least fifteen milliliters in second specimen bottle (the split sample).

Substance abuse professional (SAP) – a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of, and clinical experience in, the diagnosis and treatment of alcohol and controlled substances-related disorders.

403.9E1 DRUG AND ALCOHOL TESTING PROGRAM NOTICE TO EMPLOYEES

EMPLOYEES GOVERNED BY THE DRUG AND ALCOHOL TESTING POLICY ARE HEREBY NOTIFIED they are subject to the school district's drug and alcohol testing program for pre-employment drug testing and in addition are subject to random, reasonable suspicion and post-accident 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 classified as “commercial motor vehicles” by the U.S. Department of Transportation are subject to drug and alcohol testing. A “commercial motor vehicle” is a vehicle that transports sixteen or more persons including the driver or has a gross vehicle weight rating (GVWR) of 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 commercial motor vehicle owned by the school. Employees that will operate a school-owned commercial motor vehicle are subject to the drug and alcohol testing program regulations beginning the first day they are offered a position to operate a school vehicle and continue to be subject to the drug and alcohol testing program until such time employment is terminated or the employee will no longer operate, at any time, a commercial motor vehicle for the school.

It is the responsibility of the superintendent 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's contact person.

EMPLOYEES GOVERNED BY THE DRUG AND ALCOHOL TESTING POLICY ARE FURTHER NOTIFIED that employees violating this policy, its supporting documents or regulations will 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, regulations 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, regulations or the law.

403.9E2 DRUG AND ALCOHOL TESTING PROGRAM ACKNOWLEDGMENT FORM

I, (_____), have received a copy, read and understand the Drug and Alcohol
Testing Name of Employee

Program policy and its supporting documents. I consent to submit to the drug and alcohol testing program as required by the Drug and Alcohol Testing Program policy, its supporting documents, regulations and the law.

I understand that if I violate the Drug and Alcohol Testing Program policy, its supporting document, regulations or the law, I may be subject to discipline up to and including termination or I may be required to successfully participate in a substance abuse evaluation and a substance abuse treatment program, if recommended by the substance abuse professional. If I am required to and fail to or refuse to successfully participate in a substance abuse evaluation or recommended substance abuse treatment program, I understand I will be subject to discipline up to and including termination.

I also understand that I must inform my supervisor of any prescription medication I use. I further understand that drug and alcohol testing records about me are confidential and may be released in accordance with this policy, its supporting documents, regulations or the law.

(Signature of Employee)

(Date)

403.9E3 CONSENT FOR REQUEST OF INFORMATION

ATTENTION: SUBSTANCE ABUSE PROGRAM COORDINATOR

COMPANY: FAX:

 DATE OF REQUEST:

DRIVER:

SOCIAL SECURITY NUMBER:

- 1. Dates of Employment: From: To:
From: To:
From: To:

2. In the past two years, has the driver:

YES NO

Tested positive for alcohol at a level or .04 or greater. If yes, list date(s) and type.

Tested positive for drugs. If yes, list date(s) and type of test below:

Refused either a drug or alcohol test. If yes, list date(s) and type of test below:

I certify that the above information is accurate.

Substance Abuse Program Coordinator Date

I hereby authorize the company listed above to release my alcohol and drug screen information to the following company:

COMPANY: ADDRESS:

FAX:

Driver Signature

Date

By federal regulation this information must be on file in our office within two weeks of hire. Please fax or return this form to the address listed above at once. Please direct any questions to the above name and address.

403.9E4 DRUG/ALCOHOL TEST NOTIFICATION FORM

Date

Name (print) Social Security Number

The above named employee is to have the following test:

_____ Drug _____ Alcohol _____ Both Drug and Alcohol

Type of Test::

_____ Random _____ Pre-employment (drug only)
_____ Post-accident _____ Reasonable suspicion

Time Sent by District School District Contact Person (phone)

Time Arrived at Collection Site Collection Site Person

Time Test Was Completed Collection Site Person

I understand I am to go directly to the collection site located at:

(address of collection site)

I understand a positive drug test result or an alcohol test result of .04 alcohol concentration or greater will result in termination of my employment and that an alcohol test result of greater than .02 but less than .04 alcohol concentration requires me to cease performing a safety-sensitive function for twenty-four hours.

I further understand my drug and alcohol testing results are reported to and maintained by the school district and the Iowa Drug and Alcohol Testing (IDATP) medical review officer for the purpose of completion of reports including, but not limited to, the Annual Summary/MIS reports required under the federal drug and alcohol testing regulations.

Employee's Signature

Date

403.9E5 CERTIFICATION OF PREVIOUS EMPLOYERS REQUIRING
A COMMERCIAL DRIVER'S LICENSE

Name Social Security Number

I certify that I have been employed by the following employers during the two years prior to the date stated below and that I was required to possess a commercial driver's license (CDL) during the term of my employment.

Company _____ Phone _____

Address _____

City /State/Zip _____

Company _____ Phone _____

Address _____

City /State/Zip _____

Company _____ Phone _____

Address _____

City /State/Zip _____

Company _____ Phone _____

Address _____

City /State/Zip _____

Company _____ Phone _____

Address _____

City /State/Zip _____

Signature Date

403.9E6 DRUG AND ALCOHOL REASONABLE SUSPICION OBSERVATION FORM

Employee's Name _____ Date of Observation _____

Time of Observation From _____ a.m/p.m to _____ a.m/p.m.

Location: _____

Observed personal behavior: (check all appropriate items)

Speech: _____ Normal _____ Incoherent _____ Confused _____ Loud
_____ Slurred _____ Whispering _____ Silent _____ Disruptive

Balance: _____ Normal _____ Swaying _____ Staggering _____ Falling

Walking and Turning: _____ Normal _____ Stumbling _____ Swaying
_____ Falling _____ Arms raised for balance _____ Reaching for support

Awareness: _____ Normal _____ Confused _____ Paranoid _____ Sleepy or Stupor _____ Lack of coordination

Odor: _____ Normal _____ Alcohol _____ Burned rope

Appearance: _____ Red Eyes _____ Vomiting _____ Half closed eyes

Comments: _____

Reasonable suspicion of current use, or impaired by _____ alcohol _____ drugs.

Above behavior witnessed by:

Signed Date

Signed (optional) Date

This form must be completed by each trained employee observing the driver suspected of drug use and/or alcohol misuse by behavior, speech and/or odor while on duty, the earlier of within twenty-four hours of the determination of reasonable suspicion or prior to receiving the test results. The observations must be specific, contemporaneous and articulable concerning the appearance, behavior, speech and body odor of the driver.

403.9E7 DRUG AND ALCOHOL TESTING PROGRAM
PRE-EMPLOYMENT DRUG TEST ACKNOWLEDGMENT FORM

I, _____, have been informed of the requirement to submit to a drug test prior to being
(Name of Applicant),
employed by the school district to perform a safety-sensitive function. I consent to submit to the drug and
alcohol testing program as required by the Drug and Alcohol Testing Program policy, its supporting documents
and the law.

I understand that the results of my drug test will be shared with the school district. I also understand that if I
have a positive drug test result, I will not be considered further for employment with the school district.

I further understand that the drug and alcohol testing records and information about me is confidential, and may
be released at my request or in accordance with the law.

(Signature of Applicant)

(Date)

403.9E8 RANDOM TESTING DRIVER CHANGE LIST FORM
IOWA DRUG AND ALCOHOL TESTING PROGRAM

School District _____
Contact Person: _____ Date: _____

School District: _____ Phone: _____

Address: _____

Social Security Number and Name (first and last). Example 111-22-3333, John Doe.

<u>SSN</u>	<u>Additions</u>	<u>Name</u>	<u>SSN</u>	<u>Deletions</u>	<u>Name</u>
_____			_____		
_____			_____		
_____			_____		
_____			_____		

Please list all qualified drivers who must be tested under the federal regulations. Make copies of this form if you need additional space. Changes must be made in writing. Telephone changes cannot be accepted.

Changes must be received the last business day of the prior quarter to be effective for the quarter. Random selection list updates cannot be data entered for a new month if this form is received on or after the first of the new quarter.

IDAPT participants please fax or mail to:

Medical Enterprises 200
Essex Ct.
Omaha, NE 68114
FAX: (402) 393-8946

403.9E9 DRUG AND ALCOHOL TESTING PROGRAM REFERRAL TO SUBSTANCE ABUSE
PROFESSIONAL ACKNOWLEDGMENT FORM

I, _____, understand I have violated the Drug and Alcohol Testing Program policy, its supporting administrative regulations and the law by having a

_____ Positive drug test result _____ Alcohol test result of 0.04
breath alcohol concentration or
greater.

I understand in order to continue my employment, I must bear the personal and financial responsibility to be evaluated by a substance abuse professional who shall determine what assistance, if any, I need in resolving problems associated with drug use and/or alcohol misuse. I consent to submit to an evaluation by a substance abuse professional and I understand that my failure to cooperate with and complete the substance abuse evaluation may subject me to discipline up to and including termination.

I also understand that in order to continue my employment, I must successfully complete the substance abuse professional's recommended substance abuse treatment program, if any. I consent to successfully complete any recommended substance abuse treatment program, and I understand that my failure to successfully participate and complete the recommended substance abuse treatment program, if any, may subject me to discipline up to and including termination.

I further understand that in order to continue my employment, I must authorize the release to the school district any records related to my substance abuse evaluation and recommended substance abuse treatment program in the possession of or accessible by the substance abuse professional. I consent to authorize the release of the substance abuse professional's records related to my substance abuse evaluation and recommended substance abuse treatment program, if any, to the school district and I understand that my failure to release these records may subject me to discipline up to and including termination.

403.9E10 POST-ACCIDENT DRUG AND ALCOHOL TESTING INSTRUCTIONS TO DRIVERS

The following instructions have been reviewed by the drivers subject to the drug and alcohol testing program. These instructions must be kept in the school vehicle for reference in the event of an accident. The driver operating the school vehicle is responsible to carry out the instructions.

1. Take action to maintain the safety and health of the persons being transported in the school vehicle.

1. Report the accident to the following person as soon as practicable following the accident and follow any directions given to the driver.

School district contact person: _____

School district telephone: _____

School district contact person home telephone: _____

Back-up school district contact person: _____

Back-up school district contact person home telephone: _____

2. Determine whether any of the following have occurred, and if so, post-accident drug and alcohol testing must be done.

a. A fatality, other than the driver, occurred.

b. The driver was cited **and** bodily injury occurred to a person who, as a result of the injury, required immediate medical treatment away from the scene of the accident.

c. The driver was cited **and** one or more motor vehicles incurred disabling damage as a result of the accident, requiring a vehicle to be transported away from the scene of the accident by a tow truck or other motor vehicle.

(1) "Disabling damage" is damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs. It includes damage to motor vehicles that could have been driven, but would have been further damaged if so driven.

(2) "Disabling damage" excludes damage which can be remedied temporarily at the scene of the accident without special tools or parts:

a. Tire disablement without damage even if no spare tire is available.

b. Headlight or taillight damage.

c. Damage to turn signals, horn, or windshield wipers which make them inoperative.

3. Consume no alcohol for eight hours or prior to submitting to a post-accident alcohol test, whichever occurs first, following an accident meeting the criteria in "3" above.

4. Remain available to submit to a post-accident alcohol test within two hours and no later than eight hours after the accident.

5. Remain available to submit to a post-accident drug test as soon as possible after the accident and no later than 32 hours after the accident.

403.9E10 POST-ACCIDENT DRUG AND ALCOHOL TESTING INSTRUCTIONS TO DRIVERS

6. Failure to remain available for post-accident drug and alcohol testing is considered a refusal to test and may subject the driver to discipline up to and including termination.
7. Seek appropriate medical attention despite the need to remain available to submit to post-accident drug and alcohol tests.
 8. Using the Transportation Emergency Assistance Program manual developed by the Iowa Pupil Transportation Association, contact the nearest school district transportation director for assistance.
 9. Obtain the name, badge number and telephone number of the law enforcement officer if the law enforcement officer conducts a post-accident drug and/or alcohol test. If possible, obtain copies of any alcohol and drug test results conducted by the law enforcement officer. Since these test results are generally unacceptable to meet the school district's requirements for post-accident drug and alcohol testing, the driver must remain available for post-accident drug and alcohol testing by a trained collection site person.
 10. Complete the School Bus Accident Report form issues by the Iowa Department of Education as soon as possible.
12. Document failure to submit to a post-accident alcohol test if no alcohol test was conducted:
 - a. Document why the driver was not alcohol tested within two hours after the accident.
 - b. Document why the driver was not alcohol tested within eight hours after the accident.
 - c. A copy of the documentation must be submitted to the school district contact person upon return to the school district.
13. Document failure to submit to a post-accident drug test if no drug test was conducted:
 - a. Document why the driver was not drug tested within 32 hours after the accident.
 - b. A copy of the documentation must be submitted to the school district contact person upon return to the school district.

403.9E11 DRUG AND ALCOHOL TESTING PROGRAM WORKSHEET

Section I: General requirements

- _____ Determine qualifying drivers in the drug and alcohol testing program. (*Driver must meet first and third **OR** second and third*)
- _____ Driver or may drive a vehicle transporting 16 or more persons, including the driver;
 - _____ Driver or may drive vehicles weighing over 26,001 pounds requiring a commercial driver license; and
 - _____ Driver full time, part-time, occasionally, under a lease or under a contract with an independent contractor or otherwise driver with the consent of the school district.
- _____ Total drivers meeting the qualifications above in the drug and alcohol testing program.
- _____ Regularly employed drivers
 - _____ Substitute drivers
 - _____ Others who are available to driver.
- _____ Determine delivery method of drug and alcohol testing program. (*Choose one.*)
- _____ Iowa Drug and Alcohol Testing Program (IDATP). (*Contact IASB for information.*)
 - _____ Other service provider.
 - _____ School district will conduct its own program.
- _____ Identify/Verify the school district contact person(s) and back-up school district contact person(s).
- _____ Draft revised board policy and its supporting documents and forms.
- _____ Hold meeting to inform drivers about the federal regulations and revised board policy and its supporting documents and forms.
- _____ Inform drivers that time involved with drug and alcohol testing is on- duty time and they will be paid.
 - _____ Inform drivers that their records related to drug and alcohol testing are confidential records and will only be released with appropriate authorization.
- _____ Adopt revised board policy and its supporting documents and forms.
- _____ Hold meeting or meet with drivers individually to inform them about the federal regulations, and revised board policy and its supporting documents and forms.
- _____ Drivers complete policy sign off sheet. (403.9E2)
 - _____ Drivers take policy and sign off sheet with them to complete within a limited number of days. (403.9E2)

403.9E11 DRUG AND ALCOHOL TESTING PROGRAM WORKSHEET

_____ Compile a list of resources available to provide evaluation and assistance with drug use or alcohol misuse for the drivers.

_____ Confirm with the school district's employee assistance program the availability of a substance abuse professional or locate the nearest substance abuse professional.

_____ The substance abuse professional is required to be a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of, and clinical experience in, the diagnosis and treatment of alcohol and controlled substances-related disorders.

_____ Make arrangements with substance abuse professional to have drivers sign a release of the substance abuse professional's records related to the driver. (Contact IASB for a sample form.)

_____ Ensure the substance abuse professional will refer drivers for treatment, if any, to a public agency, a person under contract with the school district, the sole source of appropriate treatment under the driver's health insurance program, or the sole source of appropriate treatment reasonably accessible to the driver and not to the substance abuse professional's personal practice or to a person or organization from which the substance abuse professional receives financial remuneration or has a financial interest.

_____ Make arrangements for written documentation from substance abuse professional when a driver fails to cooperate and successfully complete the substance abuse evaluation and the recommended substance abuse treatment, if any.

_____ Develop a training program or contract for training to educate drivers about the effects of drug use and alcohol misuse on their work and their personal lives.

_____ File new policy sign off sheet in each driver's drug and alcohol testing personnel file.

_____ File new unsigned policy sign off sheet in the driver's drug and alcohol testing personnel file with documentation why it is unsigned.

_____ Instruct drivers on revised procedures to follow in the event of an accident. (403.9E10)

_____ Place revised summary of post-accident instructions in each school vehicle for reference by driver in the event of an accident. (403.9E10)

403.9E11 DRUG AND ALCOHOL TESTING PROGRAM WORKSHEET

- _____ Make arrangements to have a minimum of two employees receive the reasonable suspicion training.

- _____ Contact the collection site and arrange a meeting to review the following.
 - _____ Procedures for setting up appointments.
 - _____ School district's collection site contact person.
 - _____ Procedures when a driver has no photo identification.
 - _____ Procedures for receiving alcohol test results.
 - _____ Procedures for transporting drivers with an alcohol test result of 0.02 alcohol concentration or greater.

Section II. Records keeping.

- _____ Ensure drug and alcohol testing related records are retained in limited access secure storage files separate and apart from the drivers' general personnel records.
- _____ Verify/create individual driver drug and alcohol testing file to contain:
 - _____ Policy sign off sheet. (403.9E2)
 - _____ Agreement to participate in the program. (403.9E2)
 - _____ Pre-employment drug and alcohol testing related information.
(*Applicable only to drivers hired after Jan. 1, 1996*). (403.9E5)
 - _____ Pre-employment release of prior employer drug and alcohol testing related information. (*Applicable only to drivers hired after Jan. 1, 1996*). (403.9E3)
 - _____ Pre-employment drug test authorization. (*Applicable only to drivers hired after Jan. 1, 1996*). (403.9E7)
 - _____ Copy of Drug/Alcohol Test Notification form. (403.9E4)
 - _____ Copy of drug test chain of custody form.
 - _____ Copy of alcohol test form.
 - _____ Refusals to test.
 - _____ Substance abuse professional evaluation and treatment records, (if any).
 - _____ Other information pertinent to the driver.
 - _____ Supervisor and/or driver training sign-off sheets.

- _____ Verify/create files for other drug and alcohol testing related information.
 - _____ Accident information.
 - _____ Random selection lists.
 - _____ Positive drug test results.
 - _____ Positive alcohol test results.
 - _____ Negative drug tests results.
 - _____ Negative alcohol tests results.
 - _____ Change list of all driver adds/deletes from the drug and alcohol testing program. (403.9E8)
 - _____ Miscellaneous drug and alcohol testing related information.

403.9E11 DRUG AND ALCOHOL TESTING PROGRAM WORKSHEET

- _____ Reasonable suspicion training certificates.
- _____ Records related to the calibration of the evidentiary breath testing devices, training of the collection site personnel and other related information kept by (IDATP/service provider) is available from (IDATP/service provider) within two working days.
- _____ Records related to saliva alcohol testing devices.
- _____ Records related to the school district serving as a saliva alcohol testing or urine specimen collection site.

Section III. Release or Drug and Alcohol Testing Related Records.

- _____ Generally, a driver's drug and alcohol testing records are released only with the permission of the driver.
- _____ Driver may have prompt access to and copies of their drug and alcohol testing records.
 - _____ Request for access must be in writing.
 - _____ Copying fees for the records must be in accordance with board policy.
- _____ Drug and alcohol testing records are available to subsequent employers with the driver's written authorization.

Without the driver's written permission, the driver's drug and alcohol test records are made available to a decision maker in a lawsuit, grievance or other proceeding initiated by or on behalf of the driver, and arising from the results of a drug or alcohol test under the federal regulations or from the school district's determination that the driver violated the federal regulations.

Section IV. Pre-employment testing.

- _____ Include the requirement of a drug test in any advertising, posting or other notice of the driver position.
- _____ Applicant completes the Pre-employment Drug Test Acknowledgment form. (403.9E7)
- _____ Applicant completes the Consent for Release of Information form. (403.9E3)
- _____ Applicant completes Certification of Previous Employers Requiring a Commercial Driver's License. (403.9E5)
- _____ Applicant completes the Drug/Alcohol Test Notification Form. (403.9E4)

403.9E11 DRUG AND ALCOHOL TESTING PROGRAM WORKSHEET

_____ Obtain information required on the Consent for Release of Information form.
(403.9E3)

_____ Received prior to the applicant performing a safety-sensitive function.

_____ Received no later than fourteen days of the applicant performing a safety-sensitive function. (Recommended only when absolutely necessary.)

_____ Applicant obtains the pre-employment drug test.

_____ Receive pre-employment drug test results.

_____ Negative drug test allows the applicant to being to perform a safety-sensitive function.

_____ Positive drug test removes the applicant from further consideration for the driver position.

_____ Forward the pre-employment drug test results to the applicant upon the applicant's request.

_____ File all documentation

_____ If not hired, file with the applicant's application.

_____ If hired, file with the applicant's drug and alcohol related personnel file.

Section V: Alcohol Test Results.

_____ Receive alcohol test results from collection site person.

_____ By telephone using a password system with written results to follow by mail (or other means).

_____ By a secure electronic means.

_____ By secure fax.

_____ Alcohol test result is less than 0.02 alcohol concentration.

_____ Driver may continue to perform a safety-sensitive function.

_____ Alcohol test result is 0.02 to 0.0366 alcohol concentration.

_____ School district transport driver to home or other location.

_____ Driver may not perform a safety-sensitive function for twenty-four hours.

_____ Make arrangements for substitute, if necessary.

_____ No action may be taken against the driver under the federal regulations.

_____ Repeated offenses must be reported to superintendent for action.

_____ Document incident and file.

_____ Alcohol test result is 0.04 or greater alcohol concentration.

403.9E11 DRUG AND ALCOHOL TESTING PROGRAM WORKSHEET

- _____ School district transport driver to home or other location.
- _____ Driver may not perform a safety-sensitive function.
- _____ Make arrangements for substitute, if necessary.
- _____ Place driver on leave.
- _____ Take necessary steps after consulting with the school attorney to terminate the driver.
- _____ Driver may not perform a safety-sensitive function until evaluated by a substance abuse professional and completed the recommended substance abuse treatment program, if any.

Section VI: Drug Test Results.

- _____ Receive drug test results from the medial review officer.
 - _____ By telephone using a password system with written results to follow by mail (or other means).
 - _____ By a secure electronic means.
 - _____ By secure fax.
- _____ Drug test result is negative.
 - _____ Driver may continue to perform a safety-sensitive function.
- _____ Drug test result is positive.
 - _____ Driver may not perform a safety-sensitive function until evaluated by a substance abuse professional and completed the recommended substance abuse treatment program, if any.

Section VII: Random Drug and Alcohol Testing.

- _____ Receive the random selection list from IDATP.
- _____ Determine the date and time a driver or the random selection list will be notified and make appointments at the collection site.
- _____ Notify selected drivers.
 - _____ Notify the required number of drivers on the random selection list prior to the end of the quarter.
- _____ Vary notification each quarter, including day, week and time of day to ensure drivers do not know the random testing is completed for the quarter and now they are free to misuse alcohol or use drugs until the next quarter.
- _____ Notified drivers sign the Drug/Alcohol Test Notification form. (403.9E4)
- _____ Driver proceeds to collection site.

403.9E11 DRUG AND ALCOHOL TESTING PROGRAM WORKSHEET

_____ Document, if necessary, reasons why any driver on the random selection list was not notified and attach documentation to the random selection list.

_____ Go to Section V, Alcohol Test Results, or Section VI, Drug Test Results, for appropriate action based on test results.

Section VIII: Reasonable Suspicion Testing.

_____ Driver supervisors who have received reasonable suspicion training document specific, contemporaneous, articulable observations of the driver's behavior, speech or body odors on the Reasonable Suspicion Observation form. (403.9E6)

_____ A second reasonable suspicion trained employee, if at all possible, documents specific, contemporaneous, articulable observations of the driver's behavior, speech or body odors on the Reasonable Suspicion Observation form. (403.9E6)

_____ Driver is removed from performing a safety-sensitive function pending the drug and/or alcohol test results.

_____ Driver completes Drug/Alcohol Testing Notification form. (403.9E4)

_____ Driver is transported to the collection site.

_____ Complete and file documentation of Reasonable Suspicion Observation form immediately and no later than within twenty-four hours or prior to receiving the test results. (403.9E6) Section

IX: Post-Accident Testing.

_____ Instruct driver on procedures to follow in the event of an accident.

_____ Place summary of instructions in each school vehicle with the Iowa Pupil Transportation Association's Transportation Assistance Manual for reference by a driver in the event of an accident. (403.9E10)

_____ Receive notice of accident from driver.

_____ Determine whether post-accident testing must be done.

_____ A fatality, other than the driver, occurred.

_____ The driver was cited **and** bodily injury occurred to a person who, as a result of the injury, required immediate medical treatment away from the scene of the accident.

_____ The driver was cited **and** one or more motor vehicles incurred disabling damage as a result of the accident, requiring a motor vehicle to be

403.9E11 DRUG AND ALCOHOL TESTING PROGRAM WORKSHEET

transported away from the scene by a tow truck or other motor vehicle.

_____ Remind the driver of the requirement to remain available for drug and alcohol testing and to **not** consume alcohol for eight hours after the accident.

_____ Contact the nearest school district transportation director for the location of their collection site using the Iowa Pupil Transportation Association's Transportation Emergency Assistance Manual.

_____ Make arrangements for the driver to be tested for alcohol within two hours and no later than eight hours after the accident must be documented and filed.

_____ The reason for failing to have an alcohol test after two hours but prior to eight hours after the accident must be documented and filed.

_____ The reason for failing to have an alcohol test prior to eight hours after the accident must be documented and filed.

_____ Make arrangements for the driver to be drug tested as soon as possible and no later than thirty-two hours after the accident.

_____ The reason for failing to have a drug test after thirty-two hours after the accident must be documented and filed.

_____ Medical attention to the driver is not denied in order to conduct the drug and alcohol tests.

_____ Alcohol and drug test results conducted by law enforcement in accordance with the federal regulations may be used to meet the post-accident drug and alcohol testing requirements if the school district received a copy of the test results.

_____ Notify insurance company of all accidents, whether post-accident drug and alcohol testing was required and ask the insurance company to maintain a list of **all** accidents reported so a list of all accidents may be easily compiled in the event of a U.S. DOT audit.

Section X: Return to Duty and Follow-up Testing.

_____ Driver has completed the substance abuse professional's evaluation and recommended substance abuse treatment program, if any.

_____ Driver must provide in accordance with the substance abuse professional's instructions a negative drug test result and/or alcohol test result of less than 0.02 alcohol concentration.

_____ Meeting this requirement allows the driver to return to work to perform a safety-sensitive function.

403.9E11 DRUG AND ALCOHOL TESTING PROGRAM WORKSHEET

_____ Failure of the driver to meet this requirement is reported to the superintendent for discipline up to and including termination.

_____ In accordance with the substance abuse professional's instructions, the driver is subject to a minimum of six unannounced drug and/or alcohol tests during the next twelve months and may be subject to an unannounced drug and/or alcohol tests during the next twelve months.

_____ The substance abuse professional notifies the school district when the drug and/or alcohol testing is to take place.

_____ Make an appointment at the collection site for the appropriate collection.

_____ Notified driver signs the Drug/Alcohol Test Notification form. (403.9E4)

_____ Driver proceeds to collection site.

_____ A positive drug test result or an alcohol test result of greater than 0.02 alcohol concentration is reported to the superintendent for discipline up to and including termination.

404 EMPLOYEE CONDUCT AND APPEARANCE

Employees are role models for the students who come in contact with them during and after school hours. The board recognizes the positive effect employees can have on students in this capacity. To this end, the board strongly suggests and encourages employees to dress themselves, groom themselves and conduct themselves in a manner appropriate to the educational environment.

Employees will conduct themselves in a professional manner. Employees will dress in attire appropriate for their position. Clothing should be neat, clean, and in good taste. Discretion and common sense call for an avoidance of extremes which would interfere with or have an effect on the educational process.

Licensed employees of the school district will follow the code of ethics for their profession as established by the Iowa Board of Educational Examiners.

Legal Reference: Iowa Code § 279.8 (2009).
282 I.A.C. 13.

Cross Reference: 307 Administrator Code Of Ethics
402.6 Employee Relations to the Public

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

404.1R1 EMPLOYEE CONDUCT REGULATION

I. Commitment to the student.

The educator measures success by the progress of each student toward realization of potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling obligations to the student, the educator:

- a. Shall not without just cause restrain the student from independent action in a pursuit of learning and shall not without just cause deny the student access to varying points of view.
- b. Shall not deliberately suppress or distort subject matter for which the educator bears responsibility.
- c. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
- d. Shall conduct professional business in such a way that the educator does not expose the student to unnecessary embarrassment or disparagement.
- e. Shall not on the ground of race, color, creed, age, sex, physical or mental handicap, marital status, or national origin exclude any student from participation in or deny the student benefits under any program nor grant any discriminatory consideration or advantage.
- f. Shall not use professional relationships with students for private advantage.
- g. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
- h. Shall not tutor for remuneration students assigned to the educator's classes, unless no other qualified teacher is reasonably available.

II. Commitment to the public.

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. The educator shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public. In fulfilling an obligation to the public, the educator:

404.1R1 EMPLOYEE CONDUCT REGULATION

- a. Shall not misrepresent an institution or organization with which the educator is affiliated and shall take adequate precautions to distinguish between personal and institutional or organizational views.
- b. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
- c. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
- d. Shall not use institutional privileges for monetary private gain or to promote political candidates or partisan political activities.
- e. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

III. Commitment to the profession.

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. The educator therefore exerts every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. In fulfilling an obligation to the profession, the educator:

- a. Shall not discriminate on the ground of race, sex, age, physical handicap, marital status, color, creed or national origin for membership in the profession, nor interfere with the participation or nonparticipation of colleagues in the affairs of their professional association.
- b. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
- c. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
- d. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
- e. Shall not refuse to participate in a professional inquiry when requested by the commission board.

404.1R1 EMPLOYEE CONDUCT REGULATION

- f. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant change in employment or termination of employment.
- g. Shall not misrepresent professional qualifications.
- h. Shall not knowingly distort evaluations of colleagues.

IV. Commitment to professional employment practices.

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. The educator believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity and mutual respect. The administrator discourages the practice of the profession by unqualified persons. In fulfilling the obligation to professional employment practices, the educator:

- a. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
- b. Should recognize salary schedules and the salary clause of an individual teacher's contract as a binding document on both parties. The educator should not in any way violate the terms of the contract.
- c. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment
- d. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
- e. Shall adhere to the terms of a contract or appointment unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
- f. Shall not delegate assigned tasks to unqualified personnel.
- g. Shall use time or funds granted for the purpose for which they were intended.

V. Commitment of board members and staff.

The board members and staff will be independent and impartial and not use the public office for private gain. In fulfilling their obligation the board employees will not:

404.1R1 EMPLOYEE CONDUCT REGULATION

- a. Receive any remuneration for services, other than that payable by law.
- b. Solicit, accept or agree to accept any gifts, loans, gratuities, discounts, favors, hospitalities or services from anyone with vested interests in board matters.
- c. Disclose confidential information garnered from official duties.
- d. Solicit, accept or agree to accept compensation contingent upon board actions.
- e. Hold positions, perform duties, or engage in activities not compatible with official capacity.

These rules are intended to implement Iowa Code, chapter 272.

405.1 LICENSED EMPLOYEE DEFINED

Licensed employees, including administrators, are those employees required to hold an appropriate license from the Iowa Department of Education for their position as required by the Board of Educational Examiners or others with professional licenses. Licenses required for a position will be considered met if the employee meets the requirements established by the Iowa Department of Education.

It is the responsibility of the superintendent to establish job specifications and job descriptions for licensed employees' positions, other than the position of the superintendent. Job descriptions may be approved by the board.

Licensed employees must present evidence of current license to the board secretary prior to payment of salary each year.

Legal Reference: Clay v. Independent School District of Cedar Falls, 187 Iowa
89, 174 N.W. 47 (1919).
Iowa Code §§ 256.7(3); 272.6; 272A; 279.8; 294.1 (2009).
282 I.A.C. 14.
281 I.A.C. 12.4; 41.25.
1940 Op. Att'y Gen. 375.

Cross Reference: 405.2 Licensed Employee Qualifications, Recruitment Selection
411.2 Classified Employee Qualifications, Recruitment Selection

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

405.2 LICENSED EMPLOYEE QUALIFICATIONS, RECRUITMENT, SELECTION

Persons interested in a licensed position, other than administrative positions which will be employed in accordance with board policies in Series 300, "Administration," will have an opportunity to apply and qualify for licensed positions in the school district without regard to age, race, color, sex, national origin, gender, gender identity, religion, creed, marital status, sexual orientation, socioeconomic status, or disability. Job applicants for licensed positions will be considered on the basis of the following:

- Training, experience, and skill;
- Nature of the occupation;
- Demonstrated competence; and
- Possession of, or ability to obtain, state license if required for the position.

Announcement of the position is in a manner which the superintendent believes will inform potential applicants about the position. Applications for employment may be obtained from and completed applications are returned to the school district administrative office. Whenever possible, the preliminary screening of applicants will be conducted by the administrator who will be directly supervising and overseeing the person being hired.

The board will employ licensed employees after receiving a recommendation from the superintendent. However, the superintendent will have the authority to employ a licensed employee on a temporary basis until a recommendation can be made and action can be taken by the board on the position.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding qualifications, recruitment and selections of such employees is followed.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
 42 U.S.C. §§ 2000e *et seq.* (1994).
 42 U.S.C. §§ 12101 *et seq.* (1994).
 Iowa Code §§ 20; 35C; 216; 294.1 (2009).
 281 I.A.C. 12.
 282 I.A.C. 14.
 1980 Op. Att'y Gen. 367.

Cross Reference: 401.2 Equal Employment Opportunity
 405.1 Licensed Employee Defined
 405.3 Licensed Employee Individual Contracts

405.3 LICENSED EMPLOYEE INDIVIDUAL CONTRACTS

The board will enter into a written contract with licensed employees, other than administrators, employed on a regular basis.

Each contract will be for a period of one year, beginning July 1 and ending on June 30.

It is the responsibility of the superintendent to complete the contracts for licensed employees and present them to the board for approval. The contracts, after being signed by the board president, are returned to the superintendent. The superintendent will obtain the employee's signature. After being signed, the contract is filed with the board secretary.

Legal Reference: Harris v. Manning Independent School District of Manning, 245 Iowa 1295, 66 N.W.2d 438 (1954).
 Shackelford v. District Township of Beaver, Polk County, 203 Iowa 243, 212 N.W. 467 (1927).
 Burkhead v. Independent School District of Independence, 107 Iowa 29, 77 N.W. 491 (1898).
 Iowa Code chs. 20; 279 (2009).

Cross Reference: 203 Board of Directors' Conflict of Interest
 405.2 Licensed Employee Qualifications, Recruitment, Selection
 407 Licensed Employee Termination of Employment
 411.2 Classified Employee Qualifications, Recruitment, Selection

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

405.4 LICENSED EMPLOYEE CONTINUING CONTRACTS

Contracts entered into with licensed employees, other than an administrator, will continue from year to year unless the contract states otherwise, is modified by mutual agreement between the board and the employee, or the contract is terminated by the board.

The first two years of a new licensed employee's contract is a probationary period unless the employee has already successfully completed the three year probationary period. New employees who have successfully completed a probationary period in a previous Iowa school district will serve a one year probationary period. In the event of termination of the employee's contract during this period, the board will afford the licensed employee appropriate due process. The action of the board will be final.

Licensed employees whose contracts will be recommended for termination by the board will receive notice prior to April 30. The superintendent will make a recommendation to the board for the termination of the licensed employee's contract.

Licensed employees who wish to resign, to be released from a contract, or to retire must comply with board policies in those areas.

Legal Reference: Ar-We-Va Community School District v. Long and Henkenius, 292 N.W.2d 402 (Iowa 1980).
Bruton v. Ames Community School District, 291 N.W.2d 351 (Iowa 1980).
Hartman v. Merged Area VI Community College, 270 N.W.2d 822 (Iowa 1978).
Keith v. Community School District of Wilton in the Counties of Cedar and Muscatine, 262 N.W.2d 249 (Iowa 1978).
 Iowa Code §§ 20; 272; 279.12-.19B, .27; 294.1 (2009).

Cross Reference: 405.3 Licensed Employee Individual Contracts
 407 Licensed Employee Termination of Employment

405.5 LICENSED EMPLOYEE WORK DAY

The work day for licensed employees will begin each day of the school year at a time established by the superintendent. Licensed employees who are employed only during the academic year will have the same work day as other licensed employees. "Day" is defined as one work day regardless of full-time or part-time status of an employee.

Licensed employees are to be in their assigned school building during the work day. Advance approval to be absent from the school building must be obtained from the principal whenever the licensed employees must leave the school building during the work day.

The building principal is authorized to make changes in the work day in order to facilitate the education program. These changes are reported to the superintendent.

The work day outlined in this policy is a minimum work day. Nothing in this policy prohibits licensed employees from working additional hours outside the work day.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding work day of such employees will be followed.

Legal Reference: Iowa Code §§ 20; 279.8 (2009).

Cross Reference: 200.3 Powers of the Board of Directors
200.4 Responsibilities of the Board of Directors

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

405.6 LICENSED EMPLOYEE ASSIGNMENT

Determining the assignment of each licensed employee is the responsibility of and within the sole discretion of the board. In making such assignments the board will consider the qualifications of each licensed employee and the needs of the school district.

It is the responsibility of the superintendent to make recommendations to the board regarding the assignment of licensed employees.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding assignment of such employees will be followed.

Legal Reference: Iowa Code §§ 20.9; 279.8 (2009).

Cross Reference: 200.3 Powers of the Board of Directors
200.4 Responsibilities of the Board of Directors

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

405.7 LICENSED EMPLOYEE TRANSFERS

Determining the location where an employee's assignment will be carried out is the responsibility and within the sole discretion of the board. In making such assignments the board will consider the qualifications of each licensed employee and the needs of the school district.

A transfer may be initiated by the employee, the principal, or the superintendent.

It is the responsibility of the superintendent to make recommendations to the board regarding the transfer of licensed employees.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding transfers of employees will be followed.

Legal Reference: Iowa Code §§ 20.9; 216.14; 279.8 (2009).

Cross Reference: 405.2 Licensed Employee Qualifications, Recruitment, Selection
405.6 Licensed Employee Assignment

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

405.8 LICENSED EMPLOYEE EVALUATION

Evaluation of licensed employees on their skills, abilities, and competence is an ongoing process supervised by the building principals and conducted by approved evaluators. The goal of the formal evaluation of licensed employees, other than administrators, but including extracurricular employees, is to improve the education program, to maintain licensed employees who meet or exceed the board's standards of performance, to clarify the licensed employee's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the board, and to develop a working relationship between the administrators and other employees.

The formal evaluation criteria is in writing and approved by the board. The formal evaluation will provide an opportunity for the evaluator and the licensed employee to discuss the past year's performance and the future areas of growth. The formal evaluation is completed by the evaluator, signed by the licensed employee and filed in the licensed employee's personnel file. This policy supports, and does not preclude, the ongoing informal evaluation of the licensed employee's skills, abilities and competence.

It is the responsibility of the superintendent to ensure licensed employees are evaluated. New and probationary licensed employees are evaluated at least twice each year.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding evaluation of such employees will be followed.

Legal Reference: Aplington Community School District v. PERB, 392 N.W.2d 495 (Iowa 1986).
Saydel Education Association v. PERB, 333 N.W.2d 486 (Iowa 1983).
 Iowa Code §§ 20.9; 279.14, .19, .27 (2009).
 281 I.A.C. 12.3(4).

Cross Reference: 303.5 Superintendent Evaluation
 304.6 Administrator Evaluation
 405.2 Licensed Employee Qualifications, Recruitment, Selection

405.9 LICENSED EMPLOYEE PROBATIONARY STATUS

The first two years of a new licensed employee's contract is a probationary period unless the employee has already successfully completed the two-year probationary period. New employees who have successfully completed a probationary period in a previous school district will serve a one year probationary period.

Only the board, in its discretion, may waive the probationary period. The board may extend the probationary period for one additional year with the consent of the licensed employee. The board will make the decision to extend or waive a licensed employee's probationary status based upon the superintendent's recommendation. During this probationary period the board may terminate the licensed employee's contract at year-end or discharge the employee in concert with corresponding board policies.

Licensed employees may also serve a probationary period based upon their performance. Such probationary period is determined on a case-by-case basis in light of the circumstances surrounding the employee's performance as documented in the employee's evaluations and personnel file.

Legal Reference: Iowa Code §§ 279.12-.19B (2009).

Cross Reference: 405.4 Licensed Employee Continuing Contracts
405.8 Licensed Employee Evaluation

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

405.10 LICENSED EMPLOYEE ORGANIZATION AFFILIATION

Licensed employees who qualify may join the Shenandoah Education Association and participate in its activities as long as the participation does not, in any way, interfere with the delivery of and the provision of the education program and school district operations.

The superintendent shall have sole discretion to determine whether association activities interfere with the education program and school district operations. Association members must follow the board policy on public use of school property.

The board shall not interfere with the rights of an employee to organize or form, join or assist any employee organization.

Legal Reference: Iowa Code §§ 20.1, 08., .10; 279.8 (2009).

Cross Reference: 408 Licensed Employee Professional Growth

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

406.1 LICENSED EMPLOYEE SALARY SCHEDULE

The board will establish salary schedules for licensed employees' positions keeping in mind the financial condition of the school district, the education and experience of the licensed employee, the educational philosophy of the school district, and other factors deemed relevant by the board.

It is the responsibility of the superintendent to make a recommendation to the board annually regarding the salary schedule. The salary schedule is subject to review and modification through the collective bargaining process.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding wages and salaries of such employees will be followed.

Legal Reference: Iowa Code §§ 20.1, .4, .7, .9; 279.8 (2009).

Cross Reference: 405.3 Licensed Employee Individual Contracts
405.4 Licensed Employee Continuing Contract
405.8 Licensed Employee Evaluation
405.9 Licensed Employee Probationary Status
406.2 Licensed Employee Salary Schedule Advancement

406.2 LICENSED EMPLOYEE SALARY SCHEDULE ADVANCEMENT

The board will determine which licensed employees will advance on the salary schedule for the licensed employees' positions, keeping in mind the financial condition of the school district, the education and experience of the licensed employee, the educational philosophy of the school district, and other considerations as determined by the board.

It is the responsibility of the superintendent to make a recommendation to the board for the advancement of licensed employees on the salary schedule.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding salary schedule advancement of such employees will be followed.

Legal Reference: Iowa Code §§ 20.1, .4, .7, .9; 279.8 (2009).

Cross Reference: 405.3 Licensed Employee Individual Contracts
405.4 Licensed Employee Continuing Contracts
405.8 Licensed Employee Evaluation
405.9 Licensed Employee Probationary Status
406.1 Licensed Employee Salary Schedule
406.3 Licensed Employee Continued Education Credit

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

406.3 LICENSED EMPLOYEE CONTINUED EDUCATION CREDIT

Continued education on the part of licensed employees may entitle them to advancement on the salary schedule. Licensed employees who have completed additional hours will be considered for advancement on the salary schedule. The board will determine which licensed employees will advance on the salary schedule for continued education keeping in mind the financial condition of the school district, the education and experience of the licensed employee, the educational philosophy of the school district, and any other items deemed relevant by the board.

Licensed employees who wish to obtain additional education for advancement on the salary schedule must make a written request and submit an official transcript to the superintendent by September 1 each year. This additional education must be in the same area as the education that was required of the employee to hold the employee's current position with the school district. For purposes of illustration only, a math teacher would advance on the salary schedule only if the additional education was in math courses. The superintendent has the discretion to approve credit outside the employee's area of endorsement or responsibility.

It is the responsibility of the superintendent to make a recommendation to the board for the advancement of a licensed employee on the salary schedule.

The requirements stated in the Master Contract between licensed employees in a certified collective bargaining unit and the board regarding continued education credit of such employees will be followed.

Legal Reference: Iowa Code §§ 20.1, .4, .7, .9; 279.8 (2009).

Cross Reference: 405.3 Licensed Employee Individual Contracts
405.4 Licensed Employee Continuing Contracts
405.8 Licensed Employee Evaluation
405.9 Licensed Employee Probationary Status
406.1 Licensed Employee Salary Schedule
406.2 Licensed Employee Salary Schedule Advancement

406.3R1 LANE ADVANCEMENT

The following will serve as a guide for lane advancement on the salary schedule.

All graduate hours or credits must be approved by the superintendent for lane advancement or horizontal movement on the salary schedule. Graduate school programs for a Master's Degree, Specialist's Degree, Doctorate, or any graduate degree must be approved by the superintendent for salary schedule lane movement consideration.

1. Graduate credits/hours are the only credits/hours acceptable for consideration. Six hours of graduate credit for National Board Certification will be awarded, by the district, toward lane advancement. Undergraduate or renewable for certification units are not acceptable for lane advancement.
2. No employee shall move more than one vertical step per year.
3. Graduate credits/hours must be from an accredited institute and must be in the employee's area of instruction or in a closely related area as determined by the superintendent. The courses must have prior approval by the superintendent before being considered for lane advancement.
4. Advanced degree programs such as, but no limited to, Master's, Specialist's, or Doctorate, must be submitted to the superintendent for approval for lane advancement prior to admission of candidacy for such program.
5. Graduate credits/hours approved and earned prior to the granting of the advanced degree are ineligible for consideration for lane advancement on the salary schedule beyond the Master's Degree lane. Graduate credits/hours for lane advancement beyond the Master's Degree lane must be earned after receiving the Master's Degree. Prior credits/hours are not eligible.
6. Once eligibility and satisfactory completion of the approved courses and programs is achieved or accomplished, a written request and official transcripts must be submitted to the superintendent before September 1st. Once approved, the salary increase will be reflected in the employee's next pay period.
7. The superintendent will prescribe the appropriate forms and procedures to be used by the employees in making salary lane advancement requests.

Approved 08/08/94

Reviewed 03/11/13

Revised 03/11/13

406.4 LICENSED EMPLOYEE COMPENSATION FOR EXTRA DUTY

A licensed employee may volunteer or be required to take on extra duty, with the extra duty being secondary to the major responsibility of the licensed employee. The board will establish a salary schedule for extra duty licensed employee positions, keeping in mind the financial condition of the school district, the education and experience of the licensed employee, the educational philosophy of the school district, and other considerations as determined by the board.

Vacant extra duty positions, for which extra compensation will be earned, will be posted to allow qualified licensed employees to volunteer for the extra duty. If no licensed employee volunteers for extra duty, the superintendent will assign the extra duty positions to qualified licensed employees. The licensed employee will receive compensation for the extra duty required to be performed.

It is the responsibility of the superintendent to make a recommendation to the board annually as to which licensed employees will have the extra duty, and the salary schedule for extra duty, for the board's review.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding the compensation for extra duties of such employees will be followed.

Legal Reference: Iowa Code §§ 20.1, .4, .7, .9; 279.8, .13-.15, .19A-B (2009).

Cross Reference: 405.3 Licensed Employee Individual Contracts
405.4 Licensed Employee Continuing Contracts
405.8 Licensed Employee Evaluation
405.9 Licensed Employee Probationary Status
406.1 Licensed Employee Salary Schedule
406.2 Licensed Employee Salary Schedule Advancement

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

406.5 LICENSED EMPLOYEE GROUP INSURANCE BENEFITS

Licensed employees are eligible for group insurance and health benefits. The board will select the group insurance program and the insurance company which will provide the program.

Full-time licensed employees are eligible to participate in the health and major medical, life, and long-term disability group insurance plans. Regular part-time employees who wish to purchase insurance coverage may participate in group insurance programs by meeting the requirements of the insurer. Full-time and regular part-time licensed employees who wish to purchase insurance coverage for their spouse or dependents may do so by meeting the requirements of the insurer.

Licensed employees and their spouse and dependents may be allowed to continue coverage of the school district's group health insurance program if they cease employment with the school district by meeting the requirements of the insurer and IPERS.

This policy statement does not guarantee a certain level of benefits. The board will have the authority and right to change or eliminate group insurance programs for its licensed employees.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding the group insurance benefits of such employees will be followed.

Legal Reference: Iowa Code §§ 20.9; 85; 85B; 279.12, .27; 509; 509A; 509B (2009).

Cross Reference: 706 Payroll Procedures

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

406.6 LICENSED EMPLOYEE TAX SHELTER PROGRAMS

The board authorizes the administration to make a payroll deduction for licensed employees' tax sheltered annuity premiums purchased from any company the employee chooses or through an Iowa-licensed salesperson selected by the employee.

Licensed employees wishing to have payroll deductions for tax sheltered annuities will make a written request to the superintendent/business manager.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding the tax sheltered annuities of such employees will be followed.

Legal Reference: Small Business Job Protection Act of 1996, Section 1450(a), repealing portions of IRS REG § 1.403(b)-1(b)(3).
Iowa Code §§ 20.9; 260C; 273; 294.16 (2009).
1988 Op. Att'y Gen. 38.
1976 Op. Att'y Gen. 462, 602.
1966 Op. Att'y Gen. 211, 220.

Cross Reference: 706 Payroll Procedures

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

407.1 LICENSED EMPLOYEE RESIGNATION

A licensed employee who wishes to resign must notify the superintendent in writing within the time period set by the board for return of the contract. This applies to regular contracts for the licensed employee's regular duties and for an extracurricular contract for extra duty. Resignations of this nature will be accepted by the board.

The board may require an individual who has resigned from an extracurricular contract to accept the resigned position for only the subsequent school year when the board has made a good faith effort to find a replacement and the licensed employee is continuing to be employed by the school district.

Legal Reference: Iowa Code §§ 91A.2, .3, .5; 279.13, .19A (2009).

Cross Reference: 405.3 Licensed Employee Individual Contracts
405.4 Licensed Employee Continuing Contracts
407 Licensed Employee Termination of Employment

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

407.2 LICENSED EMPLOYEE CONTRACT RELEASE

Licensed employees who wish to be released from an executed contract must give at least twenty-one days notice to the superintendent. Licensed employees may be released at the discretion of the board. Only in unusual and extreme circumstances will the board release a licensed employee from a contract. The board will have sole discretion to determine what constitutes unusual and extreme circumstances.

Release from a contract will be contingent upon finding a suitable replacement. Licensed employees requesting release from a contract after it has been signed and before it expires may be required to pay the board up to \$1,000 for expenses incurred to locate and hire a suitable replacement. Upon written mutual agreement between the employee and the superintendent, the costs may be deducted from the employee's salary. Payment of these costs is a condition for release from the contract at the discretion of the board. Failure of the licensed employee to pay these expenses may result in a cause of action being filed in small claims court.

The superintendent is authorized to file a complaint with the Board of Educational Examiners against a licensed employee who leaves without proper release from the board.

Legal Reference: Iowa Code §§ 216; 272; 279.13, .19A, .46 (2009).
1978 Op. Att'y Gen. 247.
1974 Op. Att'y Gen. 11, 322.

Cross Reference: 405.3 Licensed Employee Individual Contracts
405.4 Licensed Employee Continuing Contracts
407.3 Licensed Employee Retirement

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

407.3 LICENSED EMPLOYEE RETIREMENT

Licensed employees who will complete their current contract with the board may apply for retirement. No licensed employee will be required to retire at a specific age.

Application for retirement will be considered made when the licensed employee states in writing to the superintendent, no later than the date set by the board for the return of the employee's contract to the board, the intent of the employee to retire. The letter must state the employee's desire to retire and be witnessed by another party other than the principal or the superintendent. Applications made after the date set by the board for the return of the employee's contract to the board may be considered by the board if special circumstances exist. It is within the discretion of the board to determine whether special circumstances exist.

Board action to approve a licensed employee's application for retirement is final and such action constitutes nonrenewal of the employee's contract for the next school year.

Licensed employees who retire under this policy may qualify for retirement benefits through the Iowa Public Employees Retirement System.

Licensed employees and their spouse and dependents are allowed to continue coverage in the school district's group health insurance program at their own expense by meeting the requirements of the insurer.

Legal Reference: Iowa Code §§ 97B; 216; 279.46 (2009).
581 I.A.C. 21.
1978 Op. Att'y Gen. 247.
1974 Op. Att'y Gen. 11, 322.

Cross Reference: 413.2 Classified Employee Retirement

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

407.4 LICENSED EMPLOYEE EARLY RETIREMENT

The school district offers an early retirement plan for full-time licensed employees. *Full-time licensed employees are licensed employees who work ___hours per week and who are currently performing their assigned duties within the school district.* A licensed employee is eligible under the early retirement plan when the licensed employee:

- Is between the ages of fifty-eight (58) and sixty-five (65) on or before June 30 of the year in which the licensed employee wishes to retire;
- Completes a total of ten (10) years of service as a full-time licensed employee to the school district;
- Submits an application to the superintendent for participation in the plan on or before February 15 of the year in which the licensed employee wishes to retire. Applications submitted after February 15 may be considered at the discretion of the board depending on the circumstances for the late application;
- Submits a written resignation. The resignation may be contingent upon approval by the board of participation in the voluntary early retirement plan; and,
- Receives board approval of the licensed employee's application for participation in the early retirement plan, of the licensed employee's resignation and of the disbursement of early retirement incentive to the licensed employee.

Approval by the board of the licensed employee's early retirement application shall constitute a voluntary resignation. Approval by the board of the licensed employee's early retirement application will also make the licensed employee eligible for disbursement of the early retirement incentive the sooner of July 1 following the licensed employee's approval for early retirement or a date mutually agreed upon by the school district and the licensed employee. Failure of the board to approve the licensed employee's early retirement application will make the licensed employee's current contract with the board continue in full force and effect.

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

407.4 LICENSED EMPLOYEE EARLY RETIREMENT

Cash Benefit Options

Option 1 – Lump Sum Amount Based on Salary Schedule

The early retirement incentive for each eligible licensed employee approved by the board will be based on the licensed employee salary schedule in effect the last year of the licensed employee's employment with the school district. The difference between the salary schedule base and the licensed employee's current salary less supplemental pay or extended contract pay is the lump sum amount of early retirement incentive the licensed employee will receive upon retirement.

Option 2 – Lump Sum Amount

The early retirement incentive for each eligible licensed employee approved by the board will be \$10,000.

Option 3 – Percentage of Pay

The early retirement incentive for each eligible licensed employee approved by the board will be based on the licensed employee salary schedule in effect the last year of the licensed employee's employment with the school district. The employee will receive percent of the current year's salary less supplemental pay or extended contract pay. That amount is the lump sum amount of early retirement incentive the licensed employee will receive.

Option 4 – Lump Sum Amount and Percentage of Pay

The early retirement incentive for each eligible licensed employee approved by the board will be a lump sum amount of _____ and an additional amount based on the licensed employee salary schedule in effect the last year of the licensed employee's employment with the school district. As an additional benefit, the employee will receive _____ percent of the current year's salary less supplemental pay or extended contract pay.

Continuation of Insurance Benefits

Option 1 – At Employee's Expense

Upon retirement, the licensed employee is eligible to continue participation in the school district's group insurance plan at the licensed employee's expense by meeting the requirements of the insurer. The employees must pay the monthly premium amount in full to the board secretary prior to the due date of the school district's premium payment to the insurance carrier.

This insurance coverage will cease when the licensed employee/retiree reaches age sixty-five, secures other employment in which the employer provides insurance coverage, or dies. If dependent insurance coverage is carried, that coverage may continue beyond the employee's/retiree's sixty-fifth birthday for a period of up to five years or until the dependent reaches age sixty-five.

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

407.4 LICENSED EMPLOYEE EARLY RETIREMENT

Continuation of Insurance Benefits (continued)

Option 2 – At School District’s Expense

Upon retirement, the licensed employee is eligible to continue participation in the school district’s group insurance plan at the school district’s expense by meeting the requirements of the insurer.

This insurance coverage will cease when the licensed employee/retiree reaches age sixty-five, secures other employment in which the employer provides insurance coverage, or dies. If dependent insurance coverage is carried, that coverage may continue beyond the employee’s/retiree’s sixty-fifth birthday for a period of up to five years or until the dependent reaches age sixty-five.

Option 3 – At School District and Employee’s Expense

Upon retirement, the licensed employee is eligible to continue participation in the school district’s group insurance plan by meeting the requirements of the insurer. The school district will pay the cost of the single premium at the level it was when the employee retired. The employee is responsible for paying any increase in premium costs. The employee must pay the employee’s share of the premium by paying the monthly premium amount in full to the board secretary prior to the due date of the school district’s premium payment to the insurance carrier.

This insurance coverage will cease when the licensed employee/retiree reaches age sixty-five, secures other employment in which the employer provides insurance coverage, or dies. If dependent insurance coverage is carried, that coverage may continue beyond the employee’s/retiree’s sixty-fifth birthday for a period of up to five years or until the dependent reaches age sixty-five.

Beneficiary Option

In the event of the death of the licensed employee prior to payment of the early retirement incentive but after the licensed employee’s retirement has begun, the early retirement incentive will be paid to the designated beneficiary in one lump sum payment. In the event no beneficiary is designated, the incentive will be paid to the licensed employee’s estate in one lump sum payment.

The board has complete discretion to offer or not to offer an early retirement plan for licensed employees. The board may discontinue the school district’s early retirement plan at any time. Upon adoption of this early retirement plan, licensed employees age fifty-five or older will have ___years or until age sixty, whichever is longer, to utilize this early retirement plan.

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

407.4 LICENSED EMPLOYEE EARLY RETIREMENT

- Legal Reference: 29 U.S.C. §§ 621 *et seq.* (1988).
Senate File 2366, 77th General Assembly, 2nd Reg. Sess. (1998). Iowa
Code §§ 97B; 216; 279.46; 509A.13 (2009).
581 I.A.C. 21.
1978 Op. Att'y Gen. 247.
1974 Op. Att'y Gen. 11, 322.
- Cross Reference: 401.14 Recognition for Service of Employees
407.3 Licensed Employee Retirement
413.3 Classified Employee Early Retirement

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

407.4E1 LICENSED EMPLOYEE EARLY RETIREMENT ACKNOWLEDGEMENT OF RECEIPT

The undersigned licensed employee acknowledges receipt of the early retirement plan documents stated below, for the licensed employee's consideration:

- early retirement policy (plan description);
- early retirement insurance options; and
- early retirement application.

The undersigned licensed employee acknowledges that the application and participation in the early retirement plan is entirely voluntary.

The undersigned licensed employee acknowledges that the school district recommends the licensed employee contact legal counsel and the employee's personal accountant regarding participation in the early retirement plan.

Licensed Employee

Date

407.4E2 LICENSED EMPLOYEE EARLY RETIREMENT INSURANCE OPTIONS

Board policy 407.4, Licensed Employee Early Retirement, allows the employee to continue to participate in the school district's group health insurance plan until age 65 by meeting the requirements of the insurer.

Option 1 – *The school district will continue to pay the costs of the individual health insurance premium expense.*

Option 2 – *The school district and the licensed employee will both be responsible for the cost of the health insurance premium. The expense of the school district will not exceed the premium amount paid by the school district for a single health insurance premium at the date of early retirement of the licensed employee. The licensed employee is responsible for any increase in premium costs and for dependent insurance and must pay the employee's share of the monthly premium amount in full to the board secretary prior to the due date of the school district's premium payment to the insurance carrier.*

Option 3 – *The licensed employee is responsible for the cost of the health insurance premium. The licensed employee must pay the employee's share of the premium by paying the monthly premium amount in full to the board secretary prior to the due date of the school district's premium payment to the insurance carrier.*

The undersigned licensed employee _____ (does, does not) wish to continue to participate in the school district's group health insurance plan.

Licensed Employee

Date

407.4E3 LICENSED EMPLOYEE EARLY RETIREMENT APPLICATION

The undersigned licensed employee is applying for early retirement pursuant to board policy 407.4, Licensed Employee Early Retirement. Please complete the following information:

(Full Legal Name of Licensed Employee)

(Social Security Number)

(Current Job Title)

(Date of Birth)

(Years of Service)

Please specify the date desired for payment of the early retirement benefit and the reason for the date if a date other than _____ of the year in which the undersigned licensed employee retires is desired.

(Date)

(Reason for date other than _____)

Please attach a letter of resignation effective June thirtieth of the year in which the undersigned licensed employee intends to retire.

The undersigned licensed employee acknowledges that application and participation in the early retirement plan is entirely voluntary.

The undersigned licensed employee acknowledges that the school district recommends that the licensed employee contact legal counsel and the employee's own personal accountant regarding participation in the early retirement plan.

Should the licensed employee die prior to full payment of an early retirement benefit, the licensed employee designates either the following individual as beneficiary or the licensed employee's estate.

____ Beneficiary

____ Estate

Beneficiary

Beneficiary Address

Licensed Employee

Date

Witness

Date

407.5 LICENSED EMPLOYEE SUSPENSION AND DISCHARGE

Licensed employees will perform their assigned job, respect and follow board policy and obey the law. The superintendent is authorized to suspend a licensed employee pending board action on a discharge, for investigation of charges against the employee, and for disciplinary purposes. It is within the discretion of the superintendent to suspend a licensed employee with or without pay.

The Superintendent or designee may impose the following disciplinary sanctions for breach of expected behavior: verbal or written warnings or reprimands, disciplinary probation, and disciplinary suspensions not to exceed ten (10) work days (with or without pay). The nature and duration of the disciplinary sanction shall depend up on 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 or suspension may be imposed without first imposing a warning or an employee may be discharged without first applying any of these sanctions.

The Board of Directors may terminate the contract of a licensed employee 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 Directors 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.

In the event of a suspension, appropriate due process will be followed.

Legal Reference: Northeast Community Education Association v. Northeast Community School District, 402 N.W.2d 765 (Iowa 1987).
McFarland v. Board of Education of Norwalk Community School District, 277 N.W.2d 901 (Iowa 1979).
Iowa Code §§ 20.7, .24; 279.13, .15-.19, .27 (2009).

Cross Reference:

Approved 08/08/94

Reviewed 08/08/11

Revised 08/08/11

407.6 LICENSED EMPLOYEE REDUCTION IN FORCE

The board has the exclusive authority to determine the appropriate number of licensed employees. A reduction of licensed employees may occur as a result of, but not be limited to, changes in the education program, staff realignment, changes in the size or nature of the student population, financial situation considerations, and other reasons deemed relevant by the board.

The reduction in licensed employees, other than administrators, will be done through normal attrition if possible. If normal attrition does not meet the necessary reduction in force required, the board may terminate licensed employees.

It is the responsibility of the superintendent to make a recommendation for termination to the board. The superintendent shall consider the following criteria in making the recommendations:

- Endorsements and educational preparation within the grade level and subject areas in which the employee is now performing;
- Relative skills, ability and demonstrated performance;
- Qualifications for co-curricular programs; and
- Number of continuous years of service to the school district. This will be considered only when the foregoing factors are relatively equal between licensed employees.

Due process for terminations due to a reduction in force will be followed.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding the reduction in force of such employees will be followed.

Legal Reference:Iowa Code §§ 20.7, .24; 279.13, .15-.19, .27 (2009).

Cross Reference:407.5 Licensed Employee Suspension

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

408.1 LICENSED EMPLOYEE PROFESSIONAL DEVELOPMENT

The board encourages licensed employees to attend and participate in professional development activities to maintain, develop, and extend their skills. The board will maintain and support an in-service program for licensed employees.

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district, is made to the superintendent. Approval of the superintendent must be obtained prior to attendance by a licensed employee in a professional development program when the attendance would result in the licensed employee being excused from their duties or when the school district pays the expenses for the program.

The superintendent will have sole discretion to allow or disallow licensed employees to attend or participate in the requested event. When making this determination, the superintendent will consider the value of the program for the licensed employee and the school district, the effect of the licensed employee's absence on the education program and school district operations and the school district's financial situation as well as other factors deemed relevant in the judgment of the superintendent. Requests that involve unusual expenses or overnight travel must also be approved by the board.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding professional development of such employees will be followed.

Legal Reference: Iowa Code § 279.8 (2009).
281 I.A.C. 12.7.

Cross Reference: 303.6 Superintendent's Professional Development
304.7 Administrator Professional Development
405.10 Licensed Employee Organization Affiliation
414.9 Classified Employee Professional Purposes Leave

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

408.2 LICENSED EMPLOYEE PUBLICATION OR CREATION OF MATERIALS

Materials created by licensed employees and the financial gain there from are the property of the school district if school materials and time were used in their creation and/or such materials were created in the scope of the licensed employee's employment. The licensed employee must seek prior written approval of the superintendent concerning such activities.

Legal Reference: Iowa Code § 279.8 (2009).

Cross Reference: 401.3 Employee Conflict of Interest
408.3 Licensed Employee Tutoring
606.5 Student Production of Materials and Services

408.3 LICENSED EMPLOYEE TUTORING

Every effort will be made by the licensed employees to help students with learning problems before recommending that the parents engage a tutor. Since there are exceptional cases when tutoring will help students overcome learning deficiencies, tutoring by licensed employees may be approved by the superintendent.

Licensed employees may only tutor students other than those for whom the teacher is currently exercising teaching, administrative or supervisory responsibility unless approved by the superintendent.

Tutoring for a fee may not take place within school facilities or during regular school hours unless approved by the superintendent.

Legal Reference: Iowa Code §§ 20.7; 279.8 (200).

Cross Reference: 401.3 Employee Conflict of Interest
402.7 Employee Outside Employment

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

408.4 DISTRICT LANDLINE AND CELLULAR TELEPHONE USAGE

The District provides telephones to employees because communication is essential for the performance of their duties, especially in times of emergency or when addressing safety issues.

The landline telephones provided by the district to employees are to be used primarily for school business. Employees may use land line telephones for personal business, provided such personal use is limited in frequency and duration and does not interfere with the performance of an employee's job. Landline telephones are provided at district expense. Employees are not charged for local calls but are charged for all personal long distance toll calls.

Certain employees are required to perform work outside of their offices or assigned work spaces, outside of the Shenandoah Community School District, or outside of the district's regular business hours. It is important to the mission of the district to provide for communication with these employees when they are not in their offices.

The billing for cellular telephone service includes a charge for all calls that are transmitted or received by the cellular telephone, including unsolicited and misdirected calls, and local and long distance calls. Itemized bills are prepared for all cellular telephones listing all calls made or received by a cellular telephone within a billing cycle by date, time, location, and duration. Roaming charges are listed by date, time, location, duration, and roaming service provider. The district's policy concerning cellular telephones is as follows:

The district will issue cellular telephones for personal calls subject to the same restrictions that are imposed on landline telephones.

If the number of minutes charged to a cellular telephone exceeds the monthly time allotted for the service plan, the employee must reimburse the district for personal calls that exceed the monthly time allotted. Cellular telephone users must send a check to the Business Office made payable to the Shenandoah Community School District for any additional personal charges (roaming and excess time). Payment is due upon receipt of the cellular telephone statement.

If a cellular telephone assigned to an employee is lost, damaged or is malfunctioning, the Business Office must be notified immediately. Employees who fail to notify the Business Office immediately of a lost telephone may be responsible for all unauthorized calls made from their assigned cellular telephone.

The district will not reimburse employees for business use of their own cellular telephones. Employees are encouraged to use their office telephone for business telephone calls. Employees who have a personal cellular telephone are not expected to use that telephone for district business.

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

408.4 DISTRICT LANDLINE AND CELLULAR TELEPHONE USAGE

The Superintendent or his/her designee is authorized to review the use of district-issued cellular telephones by employees and to revoke the privilege of using a district-issued cellular telephone if it is determined that the cellular telephone is being used primarily for personal business or is being used in any other manner which is contrary to district policy.

Legal Reference:

Cross Reference:

Approved 08/08/94

Reviewed 07/12/10

Revised 07/12/10

409.1 LICENSED EMPLOYEE VACATION - HOLIDAYS - PERSONAL LEAVE

The board will determine the amount of vacation, holidays, and personal leave that will be allowed on an annual basis for licensed employees.

It is the responsibility of the superintendent to make a recommendation to the board annually on vacations, holidays, and personal leave for licensed employees.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding the vacations, holidays and personal leave of such employees will be followed.

Legal Reference:Iowa Code §§ 1C.1-2; 4.1(34); 20.9 (2009).

Cross Reference: 414.1 Classified Employee Vacations - Holidays - Personal Leave
 601.1 School Calendar

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

409.2 LICENSED EMPLOYEE PERSONAL ILLNESS LEAVE

Licensed employees will be granted ten days of sick leave in their first year of employment. Each year thereafter, one additional day of sick leave will be granted to the licensed employees up to a maximum of fifteen days. "Day" is defined as one work day regardless of full-time or part-time status of the employee. A new employee will report for work at least one full work day prior to receiving sick leave benefits. A returning employee will be granted the appropriate number of days at the beginning of each fiscal year.

Sick leave may be accumulated up to a maximum of 120 days for licensed employees.

Should the personal illness occur after or extend beyond the sick leave accumulated allowance, the employee may apply for disability benefits under the group insurance plan. If the employee does not qualify for disability benefits, the employee may request a leave of absence without pay.

Evidence may be required regarding the mental or physical health of the employee when the administration has a concern about the employee's health. Evidence may also be required to confirm the employee's illness, the need for the illness leave, the employee's ability to return to work, and the employee's capability to perform the duties of the employee's position. It is within the discretion of the board or the superintendent to determine the type and amount of evidence necessary. When an illness leave will be greater than three consecutive days, the employee will comply with the board policy regarding family and medical leave.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding the personal illness leave of such employees will be followed.

Legal Reference: Whitney v. Rural Ind. School District, 232 Iowa 61, 4 N.W.2d 394 (1942).
 26 U.S.C. §§ 2601 *et seq.* (2006)
 29 C.F.R. Pt. 825 (2006).
 Iowa Code §§ 20; 85.33, .34, .38(3); 216; 279.40 (2009).
 1980 Op. Att'y Gen. 605.
 1972 Op. Att'y Gen. 177, 353.
 1952 Op. Att'y Gen. 91.

Cross Reference: 403.2 Employee Injury on the Job
 409.3 Licensed Employee Family and Medical Leave
 409.8 Licensed Employee Unpaid Leave

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

409.3 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE

Unpaid family and medical leave will be granted up to 12 weeks per year to assist employees in balancing family and work life. For purposes of this policy, year is defined as fiscal year. Requests for family and medical leave will be made to the superintendent.

Employees may be allowed to substitute paid leave for unpaid family and medical leave by meeting the requirements set out in the family and medical leave administrative rules. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. It is the responsibility of the superintendent to develop administrative rules to implement this policy.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding family and medical leave of such employees will be followed.

Links: [WH-380-E Certification of Health Care Provider for Employee's Serious Health Condition \(PDF\)](#)
[WH-380-F Certification of Health Care Provider for Family Member's Serious Health Condition \(PDF\)](#)
[WH-381 Notice of Eligibility and Rights & Responsibilities \(PDF\)](#)
[WH-382 Designation Notice \(PDF\)](#)
[WH-384 Certification of Qualifying Exigency For Military Family Leave \(PDF\)](#)
[WH-385 Certification for Serious Injury or Illness of Covered Servicemember -- for Military Family Leave \(PDF\)](#)

Legal Reference: Whitney v. Rural Ind. School. District, 232 Iowa 61, 4 N.W.2d 394 (1942).
 26 U.S.C. §§ 2601 *et seq.* (2006)
 29 C.F.R. Pt. 825 (2006).
 Iowa Code §§ 20; 85.33, .34, .38(3); 216; 279.40 (2009).
 1980 Op. Att'y Gen. 605.
 1972 Op. Att'y Gen. 177, 353.
 1952 Op. Att'y Gen. 91.

Cross Reference: 409.2 Licensed Employee Personal Illness Leave
 409.8 Licensed Employee Unpaid Leave
 414.3 Classified Employee Family and Medical Leave

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993

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 or 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 with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation 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 a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

BENEFITS AND PROTECTION

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.

JOB ELIGIBILITY REQUIREMENTS

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

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.

409.3E1 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE NOTICE TO EMPLOYEES

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.

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;
- 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.

409.3E1 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE NOTICE TO EMPLOYEES

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.

If you have access to the Internet visit FLMA's website: <http://www.dol.gov/esa/whd/fmla>.

To locate your nearest Wage-Hour Office, phone our toll-free information at 1-866-487-9243 or to the Web site at: <http://www.wagehour.dol.gov>.

For a listing of records that must be kept by employers to comply with FMLA visit the U.S. Dept. of Labor's website: http://www.dol.gov/dol/allcfr/ESA/Title_29/Part_825/29CFR825.500.htm

US Dept. of Labor – Revised July, 2009

409.3E2 LICENSED EMPLOYEE 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; or
- because I am seriously ill and unable to perform the essential functions of my position.
- because of a qualifying exigency arising out of the fact that my _____ spouse; _____ son or daughter; _____ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- because I am the _____ spouse; _____ son or daughter; _____ parent; _____ next of kin of a covered service member with a serious injury or illness.

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

I acknowledge receipt of information regarding my obligations under the family and medical leave policy of the school 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;
- because of a qualifying exigency arising out of the fact that my _____ spouse; _____ son or daughter; _____ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- because I am the _____ spouse; _____ son or daughter; _____ parent; _____ next of kin of a covered service member with a serious injury or illness.

Details of the needed intermittent leave:

409.3E2 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST FORM

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;
- ___because of a qualifying exigency arising out of the fact that my___spouse;___son or daughter;
___parent is on active duty or call to active duty status in support of a contingency
operation as a member of the National Guard or Reserves.
- ___because I am the___spouse;___son or daughter;___parent;___next of kin of a covered service
member with a serious injury or illness.

Details of needed reduction in work schedule as follows:

I anticipate returning to work at my regular schedule on_____.

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

While on family and medical leave, I agree to pay my regular contributions to employer sponsored benefit plans. My contributions will be deducted from moneys owed me during the leave period. If no monies are owed me, I will reimburse the school district by personal check or 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 school district for any payment of my contributions with deductions from future monies owed to me or the school 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 _____

Date _____

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

409.3E3 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

1. Employee's Name _____

2. Patient's Name (if different from employee) _____

3. The attached sheet describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition, for which the employee is taking FMLA leave, 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, i.e. inability to work, attend school or perform other regular activities due to the serious health condition, treatment therefor, or recovery therefrom, 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 and the likely duration and frequency of episodes of incapacity:

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:

409.3E3 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

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

 - c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g. prescription drugs, physical therapy requiring special equipment):
7. a. If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind?
- b. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee or the employer should supply you with information about the essential job functions)?
- If yes, please list the essential functions the employee is unable to perform.
- c. If neither a. nor b. applies, is it necessary for the employee to be absent from work for treatment?
8. a. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation?
- b. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery?
- c. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need:

(Signature of Health Care Provider)

(Type of Practice)

(Address)

(Telephone Number)

409.3E3 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

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

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

(Employee Signature)

(Date)

409.3E3 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

A serious health condition means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care - In patient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
2. Absence Plus Treatment - A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
 - a. 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 the orders of, or on referral by, a health care provider; or
 - b. 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.
3. Pregnancy - Any period of incapacity due to pregnancy or for prenatal care.
4. Chronic Conditions Requiring Treatments - A chronic condition which:
 - a. 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;
 - b. continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c. may cause episodic rather than a period of incapacity (e.g. asthma, diabetes, epilepsy, etc.).
5. Permanent/Long-term Conditions Requiring Supervision - 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.
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 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).

409.3E4.LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST WORK SHEET

Complete this work sheet upon receiving a request for family and medical leave that may qualify under the Family Medical Leave Act. Be sure to note the requirements relating to family and medical leave in the school district's policy/collective bargaining agreement prior to relying on this work sheet as the sole source of the school district's obligations. Also be sure to note the definitions in Regulation 409.3R2.

Section I: Eligible Employee. *(Please check all that apply.)*

___ Covered by a policy/collective bargaining agreement. *(If checked, please move to Section II.)*

___ The employee must meet all criteria below to move to Section II.

___ 50 or more employees are on the payroll of or under contract to the school district.

___ Worked 52 weeks in the school district (consecutive or nonconsecutive). **OR**

___ Worked 12 months in the school district (consecutive or nonconsecutive).

___ Worked 1250 hours for the school district in 12 months prior to the request. Full-time professional employees who are exempt from the wage and hour law may be presumed to have worked the minimum hours required.

Section II: Family and Medical Leave Purpose. *(One must be checked to move to Section III.)*

___ Birth and care of newborn prior to first anniversary of child's birth.

___ Care of adopted child or foster care child prior to first anniversary of placement.

___ Care for serious health condition of spouse, child, child for which employee is "in loco parentis" and for any of these if they are over eighteen and have a disability which prevents the child from caring for himself or herself.

___ Requested medical certification for family and medical leave due to a serious health condition of the spouse, parent or child on _____ (date) _____.

___ Received medical certification within 15 days of the request on _____ (date) _____.

___ Serious health condition of the employee.

___ Requested medical certification for family and medical leave due to a serious health condition of the employee on _____ (date) _____.

409.3E4.LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST WORK SHEET

___ Received medical certification within 15 days of the request on ___ (date) ___.

___ Other purposes contained in a policy/collective bargaining agreement.

Section III: Timing of Family and Medical Leave Request.

___ Date of family and medical leave request ___ (date) ___.

___ Date family and medical leave to begin ___ (date) ___

___ Provide FMLA leave information to employee at time of request ___ (date) ___.

(If one is checked, please move to Section IV.)

___ Leave request for foreseeable family and medical leave is 30 days prior to date family and medical leave begins.

___ Leave request for foreseeable family and medical leave is in compliance with policy/collective bargaining agreement.

___ Leave request for foreseeable family and medical leave was made as soon as practicable, and no later than one business day, prior to date family and medical leave begins.

___ Leave request for unforeseeable family and medical leave was made in accordance with the policy/collective bargaining agreement timelines.

Section IV: Calculation of Available Family and Medical Leave.

Beginning date for 12-month entitlement period: *(Check the method adopted by the school district.)*

- ___ July 1 (fiscal year)
- ___ January 1 (calendar year)
- ___ September 1 (school year)
- ___ First day of rolling forward 12-month entitlement period
- ___ First day of rolling backward 12-month entitlement period
- ___ Collective bargaining agreement year
- ___ Other

409.3E4.LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST WORK SHEET

Total family and medical leave for the 12-month entitlement period	<u>12weeks</u>
Leave taken to date in the entitlement period	<u>-</u>
Leave available for the entitlement period	<u> </u>

If sufficient family and medical leave is available and the employee qualifies for family and medical leave, the family and medical leave will be granted in accordance with the policy/collective bargaining agreement.

The employee must be informed that the actual family and medical leave taken will be credited to the employee's 12-week entitlement.

If both spouses are employed by the school district, they may only take a combined total of 12 weeks during the entitlement period for the birth, adoption or foster care placement prior to the first anniversary of the child's birth or placement and for the care of a parent with a serious health condition.

If insufficient family and medical leave is available, the school district may award only the family and medical leave available or award the family and medical leave in accordance with other provisions of the policy/collective bargaining agreement.

Section V: Types of Family and Medical Leave. *(Please check all that apply.)*

Continuous leave for purposes listed in Section II.

Intermittent leave for birth, adoption or foster care placement prior to first anniversary of child's birth or placement with school district approval in accordance with other provisions of the policy/collective bargaining agreement.

Reduced work schedule leave for birth, adoption or foster care placement prior to first anniversary of child's birth or placement with school district approval in accordance with other provisions of the policy/collective bargaining agreement.

Intermittent leave if medically necessary for serious health condition of employee or family member and arranged as much as possible to not disrupt the school district's operation.

Reduced work schedule leave if medically necessary for serious health condition of employee or family member and arranged as much as possible to not disrupt the school district's operation.

Others contained in a policy/collective bargaining agreement. *(Please specify.)*

409.3E4.LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST WORK SHEET

Section VI: Instructional Employee Intermittent or Reduced Schedule Leave.

- A policy/collective bargaining agreement extends this rule to non-instructional employees.
- A policy/collective bargaining agreement eliminates this rule for instructional employees.
- Instructional employees' intermittent or reduced schedule leave for greater than 20 percent of the work days in the family and medical leave period.

Total number of days during leave period	_____
	<u> X </u> .20
20 percent of leave days	_____
Days of leave requested	_____

If the number of days requested exceeds 20 percent of the family and medical leave days, the school district may require the instructional employee to take family and medical leave for the entire leave period OR transfer the instructional employee to an alternate position with equivalent pay and benefits. The employee must be informed that the actual family and medical leave taken will be credited to the employee's 12-week entitlement.

Section VII: Instructional Employees Family and Medical Leave Special Rules.

- Instructional employee.
- A policy/collective bargaining agreement extends one or all of these rules to noninstructional employees.
- A policy/collective bargaining agreement eliminates one or all of these rules for instructional employees.
- The school district can require the employee to remain on family and medical leave until end of the semester if each of the following apply:
 - Leave begins prior to five weeks before end of semester;
 - Leave is for three weeks or more; **and**
 - Employee will return during last three weeks of semester.

Last work day of the semester	_____
Date of fifth week before end of the semester	_____
Date of third week before end of the semester	_____
Date of requested leave	_____
Length of requested leave	_____
Date of return from leave	_____

409.3E4.LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST WORK SHEET

___ The school district can require employee to remain on family and medical leave for leave other than an employee's serious health condition until end of semester if each of the following apply:

- ___ Leave begins during last five weeks before end of semester;
- ___ Leave is greater than two weeks; **and**
- ___ Employee will return during last two weeks of semester.

Last work day of the semester	_____
Date of fifth week before end of the semester	_____
Date of second week before end of the semester	_____
Date of requested leave	_____
Length of requested leave	_____
Date of return from leave	_____

___ The school district can require the employee to remain on family and medical leave for purpose other than an employee's serious health condition until the end of the semester if each of the following apply:

- ___ Leave begins during last three weeks before end of the semester; **and**
- ___ Leave is greater than five working days.

Last work day of the semester	_____
Date of third week before end of the semester	_____
Date of requested leave	_____
Length of requested leave	

The employee must be informed that the actual family and medical leave taken under these rules will be credited to the employee's 12-week entitlement.

Section VIII: Paid or Unpaid Family and Medical Leave.

___ Provide employee notice whether the family and medical leave is paid or unpaid leave after completing the work sheet in accordance with the policy/collective bargaining agreement.

___ Policy/collective bargaining agreement allows substitution of paid leave for family and medical leave.

___ Family and medical leave is unpaid leave.

409.3E4.LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST WORK SHEET

Section IX: Employee Progress Report.

___ Arrangements are made with the employee to report to the school district on a regular basis during the family and medical leave (*please specify*).

___ Requested medical recertification for family and medical leave due to a serious health condition of the spouse, parent or child on ___ (date) ___.

___ Received medical recertification within 15 days of the request on ___ (date) ___.

Section X: Employee Benefits During Family and Medical Leave.

The employee's health insurance coverage must be continued during the period of family and medical leave. The school district may choose to continue other employee benefits to ensure their restoration along with the health insurance upon the employee's return to work. The employee will pay the employee's share of health insurance and other benefits during the leave period.

___ Arrangements have been made with the employee to continue the employee's share of health insurance premiums while on family and medical leave:

___ From monies due to the employee

___ By the first of each month from the employee

___ Other (*please specify*) _____

___ Arrangements have been made with the employee to continue the employee's share of the employee's other benefits while on family and medical leave:

___ From monies due to the employee

___ By the first of each month from the employee

___ Other (*please specify*) _____

___ The employee has chosen to discontinue all employee benefits while on family and medical leave.

___ Employees who fail to provide payment of the employee's share of benefits premium during the period of family and medical leave have 15 days following notice to pay the employee's share.

___ Employees who fail to pay within 15 days after receiving notice of payment due may have employee benefits discontinued.

409.3E4.LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST WORK SHEET

___ The school district will deduct unpaid employee portion of benefits from monies due to the employee upon return to work, and the employee has signed a written statement authorizing the deduction.

___ The school district will seek recovery of unpaid employee portion of benefits through small claims court or other appropriate recovery process.

Even if the employee chooses to discontinue employee benefits during the period of family and medical leave, the school district should exercise great care before discontinuing employee benefits. The school district is required to restore the employee to full benefits when the employee returns to work, including group health insurance, without any qualifying period, physical examination, exclusion of pre-existing conditions and other similar requirements.

___ The school district may discontinue the employee's benefits upon receipt of written notice of the employee's intent not to return to work.

Section XI: Key Employees.

___ Salaried employees among the highest paid ten percent of a school district's employees are considered key employees of the school district.

Year-to-date earnings for employee	___
Total weeks of work and paid leave	<u> / </u>
Highest pay for employee	<u> = </u>

___ Provide notice to key employees stating they are a key employee and they may not be reinstated at end of the family and medical leave period if substantial and grievous economic injury exists.

___ Compile data to justify substantial and grievous economic injury. Substantial and grievous economic injury does not include minor inconvenience and costs typical to the normal operation of the school district.

___ The key employee is entitled to benefits during the family and medical leave in the same manner as other employees.

Section XII: Employee's Return to Work.

___ Employee is fully restored the same or an equivalent position with:

- ___ Pay and benefits
- ___ Health insurance
- ___ Life insurance
- ___ Other benefits or requirements in a policy/collective bargaining agreement

409.3R1 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

A.School district notice.

1. The school district will post the notice in Exhibit 409.3E1 regarding family and medical leave.
2. Information on the Family and Medical Leave Act and the board policy on family and medical leave, including leave provisions and employee obligations will be provided annually. The information will be in the employee handbook.
3. When an employee requests family and medical leave, the school 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 entitlement;
 - b. a reminder that employees requesting family and medical leave for their serious health condition or for that of an immediate family member must furnish medical certification of the serious health condition and the consequences for failing to do so;
 - c. an explanation of the employee's right to substitute paid leave for family and medical leave including a description of when the school district requires substitution of paid leave and the conditions related to the substitution; and
 - d. a statement notifying employees that they must pay and must make arrangements for paying any premium or other payments to maintain health or other benefits.

B.Eligible employees.

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

1. The school district has more than 50 employees on the payroll at the time leave is requested;
2. The employee has worked for the school district for at least twelve 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.

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

C.Employee requesting leave -- two types of leave.

1. Foreseeable family and medical leave.
 - a. Definition - leave is foreseeable for the birth or placement of an adopted or foster child with the employee or for planned medical treatment.

409.3R1 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

- b. Employee must give at least thirty days notice for foreseeable leave. Failure to give the notice may result in the leave beginning thirty days after notice was received.
- c. Employees must consult with the school district prior to scheduling planned medical treatment leave to minimize disruption to the school 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. 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 school district may require the employee giving notice of the need for leave to provide reasonable documentation or a statement of family relationship.

1. Four 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; or
- d. Employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position.

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.
- b. Employee's medical certification responsibilities:

409.3R1 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

- (1) The employee must obtain the certification from the health care provider who is treating the individual with the serious health condition.
 - (2) The school district may require the employee to obtain a second certification by a health care provider chosen by and paid for by the school district if the school district has reason to doubt the validity of the certification an employee submits. The second health care provider cannot, however, be employed by the school district on a regular basis.
 - (3) If the second health care provider disagrees with the first health care provider, then the school 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 school district and paid for by the school district. This certification or lack of certification is binding upon both the employee and the school district.
- c. Medical certification will be required fifteen days after family and medical leave begins unless it is impracticable to do so. The school district may request recertification every thirty days. Recertification must be submitted within fifteen days of the school district's request.

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 which is not supported by medical certification will be denied until such certification is provided.

E. Entitlement.

1. Employees are entitled to twelve weeks unpaid family and medical leave per year.
2. Year is defined as: Fiscal year
3. If insufficient leave is available, the school district may:
 - a. Deny the leave if entitlement is exhausted
 - b. Award leave available

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 school district's agreement.

409.3R1 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

- (2) Serious health condition of the employee, spouse, parent, or child when medically necessary without the school district's agreement.
 - b. In the case of foreseeable intermittent leave, the employee must schedule the leave to minimize disruption to the school district operation.
 - c. During the period of foreseeable intermittent leave, the school 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 and subject to the school district's agreement.
 - (2) Serious health condition of the employee, spouse, parent, or child when medically necessary without the school district's agreement.
 - b. In the case of foreseeable reduced work schedule leave, the employee must schedule the leave to minimize disruption to the school district operation.
 - c. During the period of foreseeable reduced work schedule leave, the school 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 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.

409.3R1 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

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 school 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 school 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 school 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 school district will continue to fulfill the school 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. Employee must continue to pay health care benefit contributions or other benefit contributions regularly paid by the employee unless 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 will reimburse the school district at a time set by the superintendent.
3. An employee who fails to make the health care contribution payments within thirty days after they are due will be notified that their coverage may be canceled if payment is not received within an additional 15 days.

409.3R1 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

1. An employee may be asked to re-certify the medical necessity of family and medical leave for the serious medical condition of an employee or family member once every thirty days and return the certification within fifteen days of the request.
2. The employee must notify the school district of the employee's intent to return to work at least once each month during their leave and at least two weeks prior to the conclusion of the family and medical leave.
3. If an employee intends not to return to work, the employee must immediately notify the school district, in writing, of the employee's intent not to return. The school district will cease benefits upon receipt of this notification.

I. Use of paid leave for family and medical leave.

An employee may substitute unpaid family and medical leave with any paid leave available to the employee under board policy, individual contracts or the collective bargaining agreement. Paid leave available for substitution of unpaid leave includes, but is not limited to, vacation, personal leave, and emergency leave.

409.3R2 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

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.

Continuing treatment-a serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- 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 the health care provider.
- Any period of incapacity due to pregnancy or for prenatal care.
- 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.).
- 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.
- 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).

Eligible Employee-the district 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 1250 hours within the previous year.

409.3R2 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

Essential Functions of the Job-those functions which are fundamental to the performance of the job. It does not include marginal functions.

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."

Family Member-individuals who meet the definition of son, daughter, spouse or parent.

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.

Health care provider-

- A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or
- 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; and
- Nurse practitioners and nurse-midwives, and clinical social workers who are authorized to practice under state law and who are performing within the scope of their practice as defined under state law; and
- Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts;
- 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;
- 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.

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.

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.

409.3R2 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

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.

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.

Medically Necessary-certification for medical necessity is the same as certification for serious health condition.

"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.

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.

Physical or mental disability-a physical or mental impairment that substantially limits one or more of the major life activities of an individual.

Reduced leave schedule-a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

Serious health condition

•An illness, injury, impairment, or physical or mental condition that involves:

- 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 from), or any subsequent treatment in connection with such inpatient care; or

-- 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 from) of more than three consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition, that also involves:

409.3R2 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

- 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 or, 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.
- Any period of incapacity due to pregnancy or for prenatal care.
- 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.).
- 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.
- 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 regimen 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.

409.3R2 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

- 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 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.
- Absence 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.

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.

Spouse-a husband or wife recognized by Iowa law including common law marriages.

409.4 LICENSED EMPLOYEE EMERGENCY LEAVE

An employee will be granted a maximum of seven days leave per year for illness or death in the immediate family, which is defined as spouse, parents, grandparents, children, grandchildren, father/mother/son/daughter-in-law, brother, sister, brother/sister-in-law.

Up to two days leave of the seven maximum allowed may be used for the funeral of a family member not listed above or a close friend.

In extenuating circumstances, the superintendent may extend the seven days fully paid leave. The superintendent's decision is final and non-grievable.

The requirements stated in the Master Contract between the employees in that certified bargaining unit and the board regarding the emergency leave of such employees shall be followed.

Legal Reference: Iowa Code §§ 20.9; 279.8 (2009).

Cross Reference: 409 Licensed Employee Vacations and Leaves of Absence
414 Classified Employee Vacation and Leaves of Absence

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

409.5 LICENSED EMPLOYEE POLITICAL LEAVE

The board will provide a leave of absence to licensed employees to run for elective public office. The superintendent will grant a licensed employee a leave of absence to campaign as a candidate for an elective public office as unpaid leave.

The licensed employee will be entitled to one period of leave to run for the elective public office, and the leave may commence within thirty days of a contested primary, special, or general election and continue until the day following the election.

The request for leave must be in writing to the superintendent of schools at least thirty days prior to the starting date of the requested leave.

Legal Reference:Iowa Code ch. 55 (2009).

Cross Reference: 401.15 Employee Political Activity
 409 Licensed Employee Vacations and Leaves of Absence
 414 Classified Employee Vacations and Leaves of Absence

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

409.6 LICENSED EMPLOYEE JURY DUTY LEAVE

The board will allow licensed employees to be excused for jury duty unless extraordinary circumstances exist. The superintendent has the discretion to determine when extraordinary circumstances exist.

Employees who are called for jury service will notify the direct supervisor within twenty-four hours after notice of call to jury duty and suitable proof of jury service pay must be presented to the school district. The employee will report to work within one hour on any day when the employee is excused from jury duty during regular working hours.

Licensed employees will receive their regular salary. Any payment for jury duty other than travel expenses will be paid to the school district.

Legal Reference: Iowa Code §§ 20.9; 607A (2009).

Cross Reference: 409 Licensed Employee Vacations and Leaves of Absence
414 Classified Employee Vacations and Leaves of Absence

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

409.7 LICENSED EMPLOYEE MILITARY SERVICE LEAVE

The board recognizes licensed employees may be called to participate in the armed forces, including the National Guard. If a licensed employee is called to serve in the armed forces, the employee will have a leave of absence for military service until the military service is completed.

The leave is without loss of status or efficiency rating, and without loss of pay during the first thirty calendar days of the leave.

Legal Reference: Bewley v. Villisca Community School District, 299 N.W. 2d 904 (Iowa 1980).
Iowa Code §§ 20; 29A.28 (2009).

Cross Reference: 409 Licensed Employee Vacations and Leaves of Absence
 414 Classified Employee Vacations and Leaves of Absence

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

409.8 LICENSED EMPLOYEE UNPAID LEAVE

Unpaid leave may be used to excuse an involuntary absence not provided for in this or other leave policies of the board. Unpaid leave for licensed employees must be authorized by the superintendent.

The superintendent will have complete discretion to grant or deny the requested unpaid leave. In making this determination, the superintendent will consider the effect of the employee's absence on the education program and school district operations, length of service, previous record of absence, the financial condition of the school district, the reason for the requested absence and other factors the superintendent believes are relevant to making this determination.

If unpaid leave is granted, the duration of the leave period will be coordinated with the scheduling of the education program whenever possible to minimize the disruption of the education program and school district operations.

Whenever possible, licensed employees will make a written request for unpaid leave 3 days prior to the beginning date of the requested leave. If the leave is granted, the deductions in salary are made unless they are waived specifically by the superintendent.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding the unpaid leave of such employees will be followed.

Legal Reference: Iowa Code §§ 20; 85; 85A; 85B; 279.12; 509; 509A; 509B (2009).

Cross Reference: 406.5 Licensed Employee Group Insurance Benefits
409 Licensed Employee Vacations and Leaves of Absence

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

410.1 SUBSTITUTE TEACHERS

Personnel serving on a substitute or temporary basis in the school district shall be licensed for the positions which they are to fill. Every effort shall be made to fill temporary positions with substitutes who have preparation equal to that of the regular licensed employees. In the event such persons are not available, the employment of substitutes who are properly licensed is authorized on a purely substitute or temporary basis.

Properly licensed substitutes shall be paid on a daily rate for their teaching services. Such rate shall be set annually by the board at the time salary schedules are considered and established. A substitute who serves in a specific single assignment (not multiple assignments) for a period in excess of ten consecutive days shall be paid at a per diem equivalent to the lane and step they would qualify for on the salary schedule. Such per diem salary shall apply for only that period of employment in excess of ten consecutive teaching days on a specific single assignment (not multiple assignments).

No substitute shall be entitled to any of the fringe benefits applicable to full time licensed employees. By way of example, and not by way of limitation, this means that substitutes shall not be entitled to participate in the insurance programs provided by the board, paid vacations for holidays, paid personal leave, paid bereavement leave and none of the benefits derived from personal illness leave, family and medical leave, military leave or jury duty shall apply to the substitutes.

Legal Reference: Iowa Association of School Boards v. PERB, 400 N.W.2d 571 (Iowa 1987).
Iowa Code §§ 20.1, .4(5), .9 (2009).
281 I.A.C. 12.4.

Cross Reference: 405.1 Licensed Employee Defined
405.2 Licensed Employee Qualifications, Recruitment, Selection
405.9 Licensed Employee Probationary Status
406 Licensed Employee Compensation and Benefits

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

410.2 SHARED LICENSED EMPLOYEES

The board may make arrangements for sharing employees with neighboring school districts in order to expand the opportunities available in the education program and the operation of the school district. It shall be within the discretion of the board to determine when and with which school district sharing agreements will be made.

It shall be the responsibility of the superintendent to bring to the board's attention opportunities for sharing employees with neighboring school districts.

Legal Reference: Iowa Code §§ 28E; 256.11, .11A, .13; 257.11; 280.15; 282.7 (1) (2009).

Cross Reference:

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

410.3 SUMMER SCHOOL LICENSED EMPLOYEES

It is within the discretion of the board to offer an education program during the summer recess. Licensed employees who volunteer or who are appointed to deliver the summer education program are compensated in addition to their regular duties during the school academic year, unless such arrangements are made prior to determining the employee's compensation for the year.

Should the board determine a summer education program is necessary, licensed employees will be given the opportunity to volunteer for the positions available. If the board determines a course must be offered and no licensed employee volunteers for the position, the board will make the necessary arrangements to fill the position. The board will consider applications from volunteers of current licensed employees in conjunction with other applications.

It is the responsibility of the superintendent to make a recommendation to the board regarding the need for and the delivery of the summer education program.

Legal Reference: Iowa Code §§ 279.8; 280.14 (2009).

Cross Reference: 603.2 Summer School Instruction
906 Other Intradistrict Relations

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

410.4 STUDENT TEACHERS – INTERNSHIPS

The board will cooperate with post-secondary educational institutions to assist in the practical preparation of teachers and other licensed employee positions. Student teachers and other student interns may be assigned duties in the school district.

Licensed employees shall not be required to utilize student teachers or student interns. Experienced teachers and teachers in good standing shall be allowed to have student teachers or student interns.

It shall be the responsibility of the superintendent to make arrangements with the post-secondary educational institutions for student teachers and student internships. Such arrangements shall safeguard the interest of the student teachers and student interns, the post-secondary educational institution and the school district.

It shall be the responsibility of the post-secondary educational institution to provide sufficient supervision over the work of these student teachers to make their presence profitable.

Legal Reference: Iowa Code § 272.27 (2009).
281 I.A.C. 77.
1974 Op. Att’y Gen. 6.
1936 Op. Att’y Gen. 462.

Cross Reference: 906 Other Intradistrict Relations

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

410.5 TRUANCY OFFICER

Shenandoah police officers shall serve as the district's truancy officers.

The principal will notify the truancy officer when a student is truant. The truancy officer will investigate the cause of a student's truancy and attempt to ensure the student's attendance. The truancy officer may take the student into custody. A student taken into custody will be placed in the custody of the principal. The truancy officer will attempt to contact the student's parents when the student is taken into custody.

Legal Reference: Iowa Code §§ 299.10-.11, .15 (2009).

Cross Reference: 206.3 Secretary-Treasurer
 501.3 Compulsory Attendance
 501.10 Truancy - Unexcused Absences

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

410.6 EDUCATION ASSOCIATE

The board may employ education associates or other instructional support personnel to assist licensed personnel in non-teaching duties, including, but not limited to:

- managing and maintaining records, materials and equipment;
- attending to the physical needs of children; and
- performing other limited services to support teaching duties when such duties are determined and directed by the teacher.

Education associates who hold a teaching certificate are compensated at the rate of pay established for their position as an education associate. It is the responsibility of the principal to supervise education associates.

Legal Reference: Iowa Code §§ 279.8; 280.3, .14 (2009).
281 I.A.C. 12.4(9); .5(9).

Cross Reference: 411.2 Classified Employee Qualifications, Recruitment, Selection

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

411.1 CLASSIFIED EMPLOYEE DEFINED

Classified employees are employees who are not administrators or employees in positions which require an Iowa Department of Education teaching license and who are employed to fulfill the duties listed on their job description on a monthly or hourly basis. Classified employees will include, but not be limited to, teacher and classroom aides, custodial and maintenance employees, clerical employees, food service employees, bus drivers, and temporary help for summer or other maintenance. The position may be full-time or part-time.

It is the responsibility of the superintendent to establish job specifications and job descriptions for classified employee positions. Job descriptions may be approved by the board.

Classified employees required to hold a license for their position must present evidence of their current license to the board secretary prior to payment of wages each year.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board will be followed.

Legal Reference: Iowa Code §§ 20; 279.8 (2009).

Cross Reference: 405.1 Licensed Employee Defined
405.2 Licensed Employee Qualifications, Recruitment, Selection
411.2 Classified Employee Qualifications, Recruitment, Selection
412.3 Classified Employee Group Insurance Benefits

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

411.2 CLASSIFIED EMPLOYEE - QUALIFICATIONS, RECRUITMENT, SELECTION

Persons interested in a classified employee position will have an opportunity to apply and qualify for classified employee positions in the school district without regard to age, race, color, sex, national origin, gender, gender identity, religion, creed, marital status, sexual orientation, socioeconomic status, or disability. Job applicants for classified employee positions will be considered on the basis of the following:

- Training, experience, and skill;
- Nature of the occupation;
- Demonstrated competence; and
- Possession of, or ability to obtain, state or other license or certificate, if required, for the position.

Announcement of the position will be through means the superintendent believes will inform potential applicants about the position. Applications for employment may be obtained from and completed applications will be returned to the central administration office. Whenever possible, the preliminary screening of applicants will be conducted by the administrator who directly supervises and oversees the position.

The superintendent shall employ classified employees and may execute contracts with such employees on the board's behalf.

Legal Reference: 29 U.S.C. §§ 621-634 (2006).
42 U.S.C. §§ 2000e *et seq.* (2006)
42 U.S.C. §§ 12101 *et seq.* (2006).
Iowa Code §§ 35C; 216; 279.8; 294.1 (2009).

Cross Reference: 401.2 Equal Employment Opportunity
411 Classified Employees - General

411.3 CLASSIFIED EMPLOYEE CONTRACTS

The board may enter into written contracts with classified employees employed on a regular basis. The contract will state the terms of employment.

Each contract will include a thirty-day cancellation clause. Either the employee or the board must give notice of the intent to cancel the contract at the end of thirty days. This notice will not be required when the employee is terminated during a probationary period or for cause.

Classified employees will receive a job description stating the specific performance responsibilities of their position.

It is the responsibility of the superintendent to draw up and process the classified employee contracts and present them to the board for approval. The contracts, after being signed by the board president, are filed with the board secretary.

Legal Reference: Iowa Code §§ 20; 279.7A; 285.5(9) (2009).

Cross Reference: 203 Board of Director's Conflict of Interest
405.2 Licensed Employee Qualifications, Recruitment, Selection
411 Classified Employees - General
412.1 Classified Employee Compensation
412.2 Classified Employee Wage and Overtime Compensation
413 Classified Employee Termination of Employment

Approved 08/08/94

Reviewed 08/08/11

Revised 08/08/11

411.4 CLASSIFIED EMPLOYEE LICENSING/CERTIFICATION

Classified employees who require a special license or other certification will keep them current at their own expense. Licensing requirements needed for a position will be considered met if the employee meets the requirements established by law and by the Iowa Department of Education for the position.

The requirements stated in the Master Contract between employees in the certified collective bargaining unit and the board regarding licensing/certification of such employees will be followed.

Legal Reference: Iowa Code §§ 272.6; 285.5(9) (2009).
281 I.A.C. 12.4(10); 36; 43.12-.24.

Cross Reference: 405.2 Licensed Employee Qualifications, Recruitment, Selection
411.2 Classified Employee Qualifications, Recruitment, Selection

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

411.5 CLASSIFIED EMPLOYEE ASSIGNMENT

Determining the assignment of each classified employee is the responsibility of the superintendent and within the sole discretion of the board. In making such assignments each year the superintendent will consider the qualifications of each classified employee and the needs of the school district.

It is the responsibility of the superintendent to assign classified employees and report such assignments to the board.

Legal Reference: Iowa Code §§ 20; 279.8 (2009).

Cross Reference:	200.3	Powers of the Board of Directors
	200.4	Responsibilities of the Board or Directors
	405.6	Licensed Employee Assignment
	411.6	Classified Employee Transfers

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

411.6 CLASSIFIED EMPLOYEE TRANSFERS

Determining the location where a classified employee's assignment will be performed is the responsibility of the superintendent and within the sole discretion of the board. In making such assignments each year the superintendent will consider the qualifications of each classified employee and the needs of the school district.

A transfer may be initiated by the employee, the principal or the superintendent.

It is the responsibility of the superintendent to transfer classified employees and report such transfers to the board.

Legal Reference: 29 U.S.C. §§ 621-634 (2006).
 42 U.S.C. §§ 2000e *et seq.* (2006)
 42 U.S.C. §§ 12101 *et seq.* (2006).
 Iowa Code §§ 20.9; 35C; 216; 279.8; 294.1 (2009).

Cross Reference: 200.3 Powers of the Board of Directors
 200.4 Responsibilities of the Board of Directors
 411.2 Classified Employee Qualifications, Recruitment, Selection
 411.5 Classified Employment Assignment

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

411.7 CLASSIFIED EMPLOYEE EVALUATION

Evaluation of classified employees on their skills, abilities, and competence is an ongoing process supervised by the superintendent. The goal of the formal evaluation of classified employees is to maintain classified employees who meet or exceed the board's standards of performance, to clarify each classified employee's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the board, and to develop a working relationship between the administrators and other employees.

It is the responsibility of the superintendent to ensure classified employees are formally evaluated annually. New and probationary classified employees may be formally evaluated twice a year.

Legal Reference: Aplington Community School District v. PERB, 392 N.W.2d 495 (Iowa 1986).

Saydel Education Association v. PERB, 333 N.W.2d 486 (Iowa 1983).

Iowa Code §§ 20.9; 279.14 (2009).

281 I.A.C. 12.3(4).

Cross Reference:	303.5	Superintendent Evaluation
	304.6	Administrator Evaluation
	405.8	Licensed Employee Evaluation
	411.2	Classified Employee Qualifications, Recruitment, Selection
	411.8	Classified Employee Probationary Status

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

411.8 CLASSIFIED EMPLOYEE PROBATIONARY STATUS

The first sixty (60) days of a newly employed classified employee's contract is a probationary period. "Day" is defined as one work day regardless of full-time or part-time status of the employee. New employees, regardless of experience, are subject to this probationary period.

"New" employees includes individuals who are being hired for the first time by the school district and those who may have been employed by the school district in the past, but have not been employed by the board during the school year prior to the one for which contracts are being issued.

Only the board, in its discretion, may waive the probationary period. During this probationary period the board may terminate classified employees' contracts at any time.

Legal Reference:Iowa Code §§ 20; 279.8 (2009).

Cross Reference: 405.9 Licensed Employee Probationary Status
 411.3 Classified Employee Contracts
 411.7 Classified Employee Evaluation

Approved 8/8/94

Reviewed 01/13/14

Revised 01/13/14

412.1 CLASSIFIED EMPLOYEE COMPENSATION

The board will determine the compensation to be paid for the classified employees' positions, keeping in mind the education and experience of the classified employee, the educational philosophy of the school district, the financial condition of the school district and any other considerations as deemed relevant by the board.

It is the responsibility of the superintendent to make a recommendation to the board annually regarding the compensation of classified employees.

The board may, based on the superintendent's recommendation, hold classified employees at their current salary level for disciplinary purposes.

Legal Reference: Iowa Code §§ 20.1, .4, .7, .9; 279.8 (2009).

Cross Reference: 411.3 Classified Employee Contracts
411.7 Classified Employee Evaluation
412.2 Classified Employee Wage and Overtime Compensation

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

412.2 CLASSIFIED EMPLOYEE WAGE AND OVERTIME COMPENSATION

Each non-exempt employee compensated on an hour-by-hour basis, whether full-or part-time, permanent or temporary, will be paid no less than the prevailing minimum wage. Whenever a non-exempt employee must work more than forty hours in a given work week, the employee is compensated at one and one-half times their regular hourly wage rate. This compensation is in the form of overtime pay or compensatory time. Overtime will not be permitted without prior authorization of the department supervisor, building principal, superintendent or superintendent designee.

Failure of the employee to maintain, or falsification of, a daily time record will be grounds for disciplinary action.

It is the responsibility of the board secretary to maintain wage records.

Legal Reference: Garcia v. San Antonio Metropolitan Transit Authority, 469 U.S. 528 (1985).
29 U.S.C. §§ 206 *et seq.* (2006).
29 C.F.R. Pt. 511-800 (2006).

Cross Reference: 411.1 Classified Employee Defined
411.3 Classified Employee Contracts
412.1 Classified Employee Compensation

Approved 8/8/94

Reviewed 04/14/14

Revised 04/14/14

412.3 CLASSIFIED EMPLOYEE GROUP INSURANCE BENEFITS

Classified employees may be eligible for group insurance benefits as determined by the board and required by law. The board will select the group insurance program and the insurance company which will provide the program.

Classified employees who work at least 32 hours per week are eligible to participate in the group health insurance plan. Regular part-time classified employees who wish to purchase insurance coverage may participate in group insurance programs by meeting the requirements of the insurer. Regular classified employees who wish to purchase insurance coverage for their spouse or dependents may do so by meeting the requirements of the insurer.

This policy statement does not guarantee a certain level of benefits. The board will have the authority and right to change or eliminate group insurance programs for its classified employees.

The requirements stated in the Master Contract between employees in the certified collective bargaining unit and the board employee group insurance benefits of such employees will be followed.

Legal Reference:Iowa Code §§ 20.9; 85; 85B; 279.12; 509; 509A; 509B (2009).

Cross Reference: 406.5 Licensed Employee Group Insurance Benefits
 411.1 Classified Employee Defined
 706 Payroll Procedures

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

412.4 CLASSIFIED EMPLOYEE TAX SHELTER PROGRAMS

The board authorizes the administration to make a payroll deduction for classified employee's tax sheltered annuity premiums purchased through an Iowa-licensed insurance agent from an insurance organization authorized to do business in Iowa.

Classified employees wishing to have payroll deductions for tax sheltered annuities shall make a written request to the superintendent.

Legal Reference: Iowa Code §§ 20.9; 294.16 (2009).
1988 Op. Att'y Gen. 38.
1976 Op. Att'y Gen. 462, 602.
1966 Op. Att'y Gen. 211, 220.

Cross Reference: 706 Payroll Procedures

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

412.5 CLASSIFIED EMPLOYEE RESIGNATION

Classified employees who wish to resign during the school year will give the board notice of their intent to resign and final date of employment and cancel their contract 30 days prior to their last working day. In its discretion, the board may choose to not accept a resignation of a classified employee prior to finding a suitable replacement.

Notice of the intent to resign will be in writing to the superintendent.

Legal Reference: Iowa Code §§ 91A.2, .3, .5; 279.19A; 285.5(9) (2009).

Cross Reference: 407.1 Licensed Employee Resignation
 411.3 Classified Employee Contracts
 413 Classified Employee Termination of Employment

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

413.2 CLASSIFIED EMPLOYEE RETIREMENT

Classified employees who will complete their current contract with the board may apply for retirement. No classified employee will be required to retire at any specific age.

Application for retirement will be considered made when the classified employee states in writing to the superintendent, no later than the date set by the board for the return of the employee's contract to the board if applicable, the employee's intent to retire. The letter must state the employee's desire to retire and be witnessed by another party other than the principal or the superintendent.

Board action to approve a classified employee's application for retirement is final, and such action constitutes termination of the employee's contract effective the day of the employee's retirement.

Classified employees and their spouse and dependents who have group insurance coverage through the school district may be allowed to continue coverage of the school district's group health insurance program, at their own expense, by meeting the requirements of the insurer.

Legal Reference: 29 U.S.C. §§ 621 *et seq.* (2006).
Iowa Code §§ 91A.2, .3, .5; 97B; 216; 279.19A, .46 (2009).
581 I.A.C. 21.
1978 Op. Att'y Gen. 247.
1974 Op. Att'y Gen. 11, 322.

Cross Reference: 401.14 Recognition for Service of Employees
407.3 Licensed Employee Retirement
407.4 Licensed Employee Early Retirement
413.3 Classified Employee Early Retirement

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

413.4 CLASSIFIED EMPLOYEE SUSPENSION

Classified employees will perform their assigned job, respect and follow board policy and obey the law. The superintendent is authorized to suspend a classified employee with or without pay pending board action on a discharge or during investigation of charges against the employee or for disciplinary purposes. It is within the discretion of the superintendent to suspend a classified employee with or without pay.

The Superintendent or designee may impose the following disciplinary sanctions for breach of expected behavior: verbal or written warnings or reprimands, disciplinary probation, and disciplinary suspensions not to exceed ten (10) work days (with or without pay). The nature and duration of the disciplinary sanction shall depend up on 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 or suspension may be imposed without first imposing a warning or an employee may be discharged without first applying any of these sanctions.

In the event of a suspension, due process will be followed.

Legal Reference: Northeast Community Education Association v. Northeast Community School District, 402 N.W.2d 765 (Iowa 1987).

McFarland v. Board of Education of Norwalk Community School District, 277 N.W.2d 901 (Iowa 1979).

Iowa Code §§ 20.7, .24 (2009).

Cross Reference: 404 Employee Conduct and Appearance
 407.5 Licensed Employee Suspension
 413 Classified Employee Termination of Employment
 413.5 Classified Employee Dismissal

Approved 08/08/94

Reviewed 08/08/11

Revised 08/08/11

413.5 CLASSIFIED EMPLOYEE DISMISSAL

The board believes classified employees should perform their jobs, respect board policy and obey the law. The Superintendent of Schools or the Superintendent's designee may terminate or recommend the termination of employment of a classified employee immediately for cause or up on fourteen (14) days notice for any reason.

A classified employee may be dismissed for any reason, including, but not limited to, incompetence, willful neglect of duty, reduction in force, willful violation of board policy or administrative regulations, or a violation of law.

Due process procedures will be followed. The employee shall have the right to a hearing before the Board if he/she so desires, and the Board may reinstate the employee or uphold the dismissal.

Legal Reference: Iowa Code §§ 20.7, .24 (2009).

Cross Reference: 404 Employee Conduct and Appearance
413.4 Classified Employee Suspension
413.6 Classified Employee Reduction in Force

Approved 08/08/94

Reviewed 09/12/11

Revised 09/12/11

413.6 CLASSIFIED EMPLOYEE REDUCTION IN FORCE

It is the exclusive power of the board to determine when a reduction in classified employees is necessary. Employees who are terminated due to a reduction in force will be given thirty days notice. Due process will be followed for terminations due to a reduction in force.

It is the responsibility of the superintendent to make a recommendation for termination to the board. The superintendent will consider the relative qualifications, skills, ability and demonstrated performance through evaluation procedures in making the recommendations.

Legal Reference: Iowa Code §§ 20.7, .24 (2009).

Cross Reference: 407.6 Licensed Employee Reduction in Force
413.4 Classified Employee Suspension
413.5 Classified Employee Dismissal
703 Budget

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

414.1 CLASSIFIED EMPLOYEE VACATIONS - HOLIDAYS - PERSONAL LEAVE

The board will determine the amount of vacation, holidays and personal leave that will be allowed on an annual basis for classified employees.

Classified employees will be paid only for the hours they would have been scheduled for the day. Vacation will not be accrued from year to year without a prior arrangement with the superintendent.

It is the responsibility of the superintendent to make a recommendation to the board annually on vacation and personal leave for classified employees.

The requirements stated in the Master Contract between employees in the certified collective bargaining unit and the board paid leave of such employees will be followed.

Legal Reference: Iowa Code §§ 1C.1-.2; 4.1(34); 20.9 (2009).

Cross Reference: 409.1 Licensed Employee Vacations - Holidays - Personal Leave
601.1 School Calendar

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

414.2 CLASSIFIED EMPLOYEE PERSONAL ILLNESS LEAVE

Classified employees are granted ten days of sick leave in their first year of employment. Each year thereafter, one additional day of sick leave will be granted to the employees up to a maximum of fifteen days. "Day" is defined as one work day regardless of full-time or part-time status of the employee. A new employee will report for work at least one full work day prior to receiving sick leave benefits. A returning employee will be granted the appropriate number of days at the beginning of each fiscal year. Sick leave may be accumulated up to a maximum of 120 days for classified employees.

Should the personal illness occur after or extend beyond the accumulated sick leave, the employee may apply for disability benefits under the group insurance plan. If the employee does not qualify for disability benefits, the employee may request a leave of absence without pay.

Evidence may be required regarding the mental or physical health of the employee including, but not limited to, confirmation of the following: the employee's illness, the need for the illness leave, the employee's ability to return to work, and the employee's capability to perform the duties of the employee's position. It is within the discretion of the board and the superintendent to determine the type and amount of evidence necessary. When an illness leave will be greater than three consecutive days, the employee will comply with board policy regarding family and medical leave.

If an employee is eligible to receive workers' compensation benefits, the employee will contact the board secretary to implement these benefits.

The requirements stated in the Master Contract between employees in the certified collective bargaining unit and the board regarding personal illness leave of such employees will be followed.

Legal Reference: Whitney v. Rural Ind. School District, 232 Iowa 61, 4 N.W.2d 394 (1942).
 26 U.S.C. §§ 2601 *et seq.* (Supp. 2006)
 29 C.F.R. Pt. 825 (2006).
 Iowa Code §§ 20; 85.33, .34, .38(3); 279.40 (2009).
 1980 Op. Att'y Gen. 605.
 1972 Op. Att'y Gen. 177, 353.
 1952 Op. Att'y Gen. 91.

Cross Reference: 403.2 Employee Injury on the Job
 409.2 Licensed Employee Personal Illness Leave
 414 Classified Employee Vacations and Leaves of Absence
 414.3 Classified Employee Family and Medical Leave
 414.8 Classified Employee Unpaid Leave

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

414.3 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE

Unpaid family and medical leave will be granted up to 12 weeks per year to assist employees in balancing family and work life. For purposes of this policy, year is defined as a fiscal year. Requests for family and medical leave will be made to the superintendent.

Employees may be allowed to substitute paid leave for unpaid family and medical leave by meeting the requirements set out in the family and medical leave administrative rules. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. It is the responsibility of the superintendent to develop administrative rules to implement this policy.

The requirements stated in the Master Contract between employees in the certified collective bargaining unit and the board regarding family and medical leave such employees will be followed.

Links: [WH-380-E Certification of Health Care Provider for Employee's Serious Health Condition \(PDF\)](#)

[WH-380-F Certification of Health Care Provider for Family Member's Serious Health Condition \(PDF\)](#)

[WH-381 Notice of Eligibility and Rights & Responsibilities \(PDF\)](#)

[WH-382 Designation Notice \(PDF\)](#)

[WH-384 Certification of Qualifying Exigency For Military Family Leave \(PDF\)](#)

[WH-385 Certification for Serious Injury or Illness of Covered Servicemember -- for Military Family Leave \(PDF\)](#)

Legal Reference: Whitney v. Rural Ind. School. District, 232 Iowa 61, 4 N.W.2d 394 (1942).
 26 U.S.C. §§ 2601 *et seq.* (2006)
 29 C.F.R. Pt. 825 (2006).
 Iowa Code §§ 20; 85.33, .34, .38(3); 216; 279.40 (2009).
 1980 Op. Att'y Gen. 605.
 1972 Op. Att'y Gen. 177, 353.
 1952 Op. Att'y Gen. 91.

Cross Reference: 409.3 Licensed Employee Family and Medical Leave
 414.2 Classified Employee Personal Illness Leave
 414.8 Classified Employee Unpaid Leave

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

414.3A SERIOUS ILLNESS IN THE IMMEDIATE FAMILY

Classified employees shall be granted leave of absence at full pay for an illness in the immediate family (spouse, children, mother, father, brother, sister, grandparent, or others of close familial relationship who, with approval of the Superintendent, because of a more unusual family or household arrangement, present a problem of immediate dependence prior to and at the time of said illness, not to exceed a total of five (5) days per year. If needed, one of these days may be used for a circumstance, in the immediate family, that cannot be accomplished outside of the working day. Such days are non-cumulative. An employee may request an additional unpaid leave of absence for up to one year, such request subject to the approval of the Board.

The requirements stated in the Master Contract between employees in the certified collective bargaining unit and the board regarding serious illness leave of such employees will be followed.

Legal Reference: Code of Iowa

Approved 5/12/97

Reviewed 10/11/10

Revised 10/11/10

414.3E1 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE NOTICE TO EMPLOYEES

YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993

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 or 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 with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation 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 a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

BENEFITS AND PROTECTION

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.

JOB ELIGIBILITY REQUIREMENTS

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

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.

414.3E1 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE NOTICE TO EMPLOYEES

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 emergencies may also be taken.

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;
- 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.

414.3E1 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE NOTICE TO EMPLOYEES

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.

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

If you have access to the Internet visit FLMA's website: <http://www.dol.gov/esa/whd/fmla>.

To locate your nearest Wage-Hour Office, phone our toll-free information at 1-866-487-9243 or to the Web site at: <http://www.wagehour.dol.gov>.

For a listing of records that must be kept by employers to comply with FMLA visit the U.S. Dept. of Labor's website: http://www.dol.gov/dol/allcfr/ESA/Title_29/Part_825/29CFR825.500.htm

414.3E2 CLASSIFIED EMPLOYEE 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; or
- because I am seriously ill and unable to perform the essential functions of my position.

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

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

Details of the needed intermittent leave:

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

414.3E2 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST FORM

____reduced work schedule for the:

____birth of my child or adoption or foster care placement subject to agreement by the school district

____serious health condition of myself, parent, or child when medically necessary

Details of needed reduction in work schedule as follows:

I anticipate returning to work at my regular schedule on_____.

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

While on family and medical leave, I agree to pay my regular contributions to employer sponsored benefit plans. My contributions will be deducted from moneys owed me during the leave period. If no monies are owed me, I will reimburse the school 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 school district for any payment of my contributions with deductions from future monies owed to me or the school 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 _____

Date _____

414.3E3 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

1. Employee's Name _____

2. Patient's Name (if different from employee) _____

3. The attached sheet describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition, for which the employee is taking FMLA leave, 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, i.e. inability to work, attend school or perform other regular activities due to the serious health condition, treatment therefor, or recovery therefrom, 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 and the likely duration and frequency of episodes of incapacity:

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:

414.3E3 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

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

 - c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g. prescription drugs, physical therapy requiring special equipment):
7. a. If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind?
- b. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee or the employer should supply you with information about the essential job functions)?

If yes, please list the essential functions the employee is unable to perform.

- c. If neither a. nor b. applies, is it necessary for the employee to be absent from work for treatment?
8. a. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation?
- b. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery?
- c. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need:

(Signature of Health Care Provider)

(Type of Practice)

(Address)

(Telephone Number)

414.3E3 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

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

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

(Employee Signature)

(Date)

414.3E3 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

A serious health condition means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care - In patient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment - A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

- a. 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 the orders of, or on referral by, a health care provider; or
- b. 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.

3. Pregnancy - Any period of incapacity due to pregnancy or for prenatal care. 4. Chronic

Conditions Requiring Treatments - A chronic condition which:

- a. 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;
- b. continues over an extended period of time (including recurring episodes of a single underlying condition); and
- c. may cause episodic rather than a period of incapacity (e.g. asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision - 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.

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 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).

414.3E4 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST WORK SHEET

Complete this work sheet upon receiving a request for family and medical leave that may qualify under the Family Medical Leave Act. Be sure to note the requirements relating to family and medical leave in the school district's policy/collective bargaining agreement prior to relying on this work sheet as the sole source of the school district's obligations. Also be sure to note the definitions in Regulation 409.3R2.

Section I: Eligible Employee. *(Please check all that apply.)*

Covered by a policy/collective bargaining agreement. *(If checked, please move to Section II.)*

The employee must meet all criteria below to move to Section II.

50 or more employees are on the payroll of or under contract to the school district.

Worked 52 weeks in the school district (consecutive or nonconsecutive). **OR**

Worked 12 months in the school district (consecutive or nonconsecutive).

Worked 1250 hours for the school district in 12 months prior to the request.

Section II: Family and Medical Leave Purpose. *(One must be checked to move to Section III.)*

Birth and care of newborn prior to first anniversary of child's birth.

Care of adopted child or foster care child prior to first anniversary of placement.

Care for serious health condition of spouse, child, child for which employee is "in loco parentis" and for any of these if they are over eighteen and have a disability which prevents the child from caring for himself or herself.

Requested medical certification for family and medical leave due to a serious health condition of the spouse, parent or child on _____ (date) _____.

Received medical certification within 15 days of the request on _____ (date) _____.

Serious health condition of the employee.

Requested medical certification for family and medical leave due to a serious health condition of the employee on _____ (date) _____.

Received medical certification within 15 days of the request on _____ (date) _____.

Other purposes contained in a policy/collective bargaining agreement.

414.3E4 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST WORK SHEET

Section III: Timing of Family and Medical Leave Request.

___ Date of family and medical leave request ___ (date) ___.

___ Date family and medical leave to begin ___ (date) ___.

___ Provide FMLA leave information to employee at time of request on ___ (date) ___.

(If one is checked, please move to Section IV.)

___ Leave request for foreseeable family and medical leave is 30 days prior to date family and medical leave begins.

___ Leave request for foreseeable family and medical leave is in compliance with policy/collective bargaining agreement.

___ Leave request for foreseeable family and medical leave was made as soon as practicable, and no later than one business day, prior to date family and medical leave begins.

___ Leave request for unforeseeable family and medical leave was made in accordance with the policy/collective bargaining agreement timelines.

Section IV: Calculation of Available Family and Medical Leave.

Beginning date for 12-month entitlement period: *(Check the method adopted by the school district.)*

_____ July 1 (fiscal year)

_____ January 1 (calendar year)

_____ September 1 (school year)

_____ First day of rolling forward 12-month entitlement period

_____ First day of rolling backward 12-month entitlement period

_____ Collective bargaining agreement year

_____ Other

414.3E4 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST WORK SHEET

Total family and medical leave for the 12-month entitlement period	<u>12weeks</u>
Leave taken to date in the entitlement period	<u>-</u>
Leave available for the entitlement period	<u> </u>

If sufficient family and medical leave is available and the employee qualifies for family and medical leave, the family and medical leave will be granted in accordance with the policy/collective bargaining agreement.

The employee must be informed that the actual family and medical leave taken will be credited to the employee's 12-week entitlement.

If both spouses are employed by the school district, they may only take a combined total of 12 weeks during the entitlement period for the birth, adoption or foster care placement prior to the first anniversary of the child's birth or placement and for the care of a parent with a serious health condition.

If insufficient family and medical leave is available, the school district may award only the family and medical leave available or award the family and medical leave in accordance with other provisions of the policy/collective bargaining agreement.

Section V: Types of Family and Medical Leave. *(Please check all that apply.)*

Continuous leave for purposes listed in Section II.

Intermittent leave for birth, adoption or foster care placement prior to first anniversary of child's birth or placement with school district approval in accordance with other provisions of the policy/collective bargaining agreement.

Reduced work schedule leave for birth, adoption or foster care placement prior to first anniversary of child's birth or placement with school district approval in accordance with other provisions of the policy/collective bargaining agreement.

Intermittent leave if medically necessary for serious health condition of employee or family member and arranged as much as possible to not disrupt the school district's operation.

Reduced work schedule leave if medically necessary for serious health condition of employee or family member and arranged as much as possible to not disrupt the school district's operation.

Others contained in a policy/collective bargaining agreement. *(Please specify.)*

414.3E4 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST WORK SHEET

Section VI: Instructional Employee Intermittent or Reduced Schedule Leave.

_____ A policy/collective bargaining agreement extends this rule to non-instructional employees.

_____ A policy/collective bargaining agreement eliminates this rule for instructional employees.

_____ Instructional employee's intermittent or reduced schedule leave for greater than 20 percent of the work days in the family and medical leave period.

Total number of days during leave period _____
] 20 percent of leave days X _____ .20 Days of leave
requested _____

If the number of days requested exceeds 20 percent of the family and medical leave days, the school district may require the instructional employee to take family and medical leave for the entire leave period OR transfer the instructional employee to an alternate position with equivalent pay and benefits. The employee must be informed that the actual family and medical leave taken will be credited to the employee's 12-week entitlement.

Section VII: Instructional Employee Family and Medical Leave Special Rules.

_____ Instructional employee.

_____ A policy/collective bargaining agreement extends one or all of these rules to noninstructional employees.

_____ A policy/collective bargaining agreement eliminates one or all of these rules for instructional employees.

_____ The school district can require the employee to remain on family and medical leave until end of the semester if each of the following apply:

- _____ Leave begins prior to five weeks before end of semester;
- _____ Leave is for three weeks or more; **and**
- _____ Employee will return during the last three weeks of semester.

Last work day of the semester _____
 Date of fifth week before end of the semester _____
 Date of third week before end of the semester _____
 Date of requested leave _____
 Length of requested leave _____ Date of return from leave _____

414.3E4 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST WORK SHEET

_____ The school district can require employee to remain on family and medical leave for leave other than an employee's serious health condition until end of semester if each of the following apply:

- _____ Leave begins during last five weeks before end of semester;
- _____ Leave is greater than two weeks; **and**
- _____ Employee will return during last two weeks of semester. Last work day
of the semester

_____ Date of fifth week before end of the semester

_____ Date of second week before end of the semester _____

Date of requested leave _____ Length _____ of
requested leave _____
Date of return from leave _____

_____ The school district can require the employee to remain on family and medical leave for purpose other than an employee's serious health condition until the end of the semester if each of the following apply:

- _____ Leave begins during last three weeks before end of the semester; **and**
- _____ Leave is greater than five working days.

Last work day of the semester _____
Date of third week before end of the semester _____
Date of requested leave _____
Length of requested leave _____

The employee must be informed that the actual family and medical leave taken under these rules will be credited to the employee's 12-week entitlement.

Section VIII: Paid or Unpaid Family and Medical Leave.

_____ Provide employee notice whether the family and medical leave is paid or unpaid leave after completing the work sheet in accordance with the policy/collective bargaining agreement.

_____ Policy/collective bargaining agreement allows substitution of paid leave for family and medical leave.

_____ Family and medical leave is unpaid leave.

414.3E4 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST WORK SHEET

Section IX: Employee Progress Report.

___ Arrangements are made with the employee to report to the school district on a regular basis during the family and medical leave (*please specify*).

___ Requested medical recertification for family and medical leave due to a serious health condition of the spouse, parent or child on _____ (date).

___ Received medical recertification within 15 days of the request on _____ (date).

Section X: Employee Benefits During Family and Medical Leave.

The employee's health insurance coverage must be continued during the period of family and medical leave. The school district may choose to continue other employee benefits to ensure their restoration along with the health insurance upon the employee's return to work. The employee will pay the employee's share of health insurance and other benefits during the leave period.

___ Arrangements have been made with the employee to continue the employee's share of health insurance premiums while on family and medical leave:

___ From monies due to the employee

___ By the first of each month from the employee

___ Other (*please specify*) _____

___ Arrangements have been made with the employee to continue the employee's share of the employee's other benefits while on family and medical leave:

___ From monies due to the employee

___ By the first of each month from the employee

___ Other (*please specify*) _____

___ The employee has chosen to discontinue all employee benefits while on family and medical leave.

___ Employees who fail to provide payment of the employee's share of benefits premium during the period of family and medical leave have 15 days following notice to pay the employee's share.

___ Employees who fail to pay within 15 days after receiving notice of payment due may have employee benefits discontinued.

414.3E4 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST WORK SHEET

___ The school district will deduct unpaid employee portion of benefits from monies due to the employee upon return to work, and the employee has signed a written statement authorizing the deduction.

___ The school district will seek recovery of unpaid employee portion of benefits through small claims court or other appropriate recovery process.

Even if the employee chooses to discontinue employee benefits during the period of family and medical leave, the school district should exercise great care before discontinuing employee benefits. The school district is required to restore the employee to full benefits when the employee returns to work, including group health insurance, without any qualifying period, physical examination, exclusion of pre-existing conditions and other similar requirements.

___ The school district may discontinue the employee's benefits upon receipt of written notice of the employee's intent not to return to work.

Section IX: Key Employees.

___ Salaried employees among the highest paid ten percent of a school district's employees are considered key employees of the school district.

Year-to-date earnings for employee	___
Total weeks of work and paid leave	/ ___
Highest pay for employee	= ___

___ Provide notice to key employees stating they are a key employee and they may not be reinstated at end of the family and medical leave period if substantial and grievous economic injury exists.

___ Compile data to justify substantial and grievous economic injury. Substantial and grievous economic injury does not include minor inconvenience and costs typical to the normal operation of the school district.

___ The key employee is entitled to benefits during the family and medical leave in the same manner as other employees.

Section X: Employee's Return to Work.

___ Employee is fully restored the same or an equivalent position with:

- ___ Pay and benefits
- ___ Health insurance
- ___ Life insurance
- ___ Other benefits or requirements in a policy/collective bargaining agreement

414.3R1 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

A.School district notice.

1. The school district will post the notice in Exhibit 409.3E1 regarding family and medical leave.
2. Information on the Family and Medical Leave Act and the board policy on family and medical leave, including leave provisions and employee obligations will be provided annually. The information will be in the employee handbook.
3. When an employee requests family and medical leave, the school 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 entitlement;
 - b. a reminder that employees requesting family and medical leave for their serious health condition or for that of an immediate family member must furnish medical certification of the serious health condition and the consequences for failing to do so;
 - c. an explanation of the employee's right to substitute paid leave for family and medical leave including a description of when the school district requires substitution of paid leave and the conditions related to the substitution; and
 - d. a statement notifying employees that they must pay and must make arrangements for paying any premium or other payments to maintain health or other benefits.

B.Eligible employees.

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

1. The school district has more than 50 employees on the payroll at the time leave is requested;
2. The employee has worked for the school district for at least twelve 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.

414.3R1 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

C. Employee requesting leave -- two types of leave.

1. Foreseeable family and medical leave.
 - a. Definition - leave is foreseeable for the birth or placement of an adopted or foster child with the employee or for planned medical treatment.
 - b. Employee must give at least thirty days notice for foreseeable leave. Failure to give the notice may result in the leave beginning thirty days after notice was received.
 - c. Employees must consult with the school district prior to scheduling planned medical treatment leave to minimize disruption to the school 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. 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 school district may require the employee giving notice of the need for leave to provide reasonable documentation or a statement of family relationship.

1. Four 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; or
 - d. Employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position.
2. Medical certification.
 - a. When required:

414.3R1 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

- (1) Employees may 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 may 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.

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 school district may require the employee to obtain a second certification by a health care provider chosen by and paid for by the school district if the school district has reason to doubt the validity of the certification an employee submits. The second health care provider cannot, however, be employed by the school district on a regular basis.
- (3) If the second health care provider disagrees with the first health care provider, then the school 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 school district and paid for by the school district. This certification or lack of certification is binding upon both the employee and the school district.

- c. Medical certification will be required fifteen days after family and medical leave begins unless it is impracticable to do so. The school district may request recertification every thirty days. Recertification must be submitted within fifteen days of the school district's request.

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 which is not supported by medical certification will be denied until such certification is provided.

E. Entitlement.

1. Employees are entitled to twelve weeks unpaid family and medical leave per year.
2. Year is defined as: Fiscal year
3. If insufficient leave is available, the school district may:
 - a. Deny the leave if entitlement is exhausted
 - b. Award leave available

414.3R1 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

E. 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 school district's agreement.
 - (2) Serious health condition of the employee, spouse, parent, or child when medically necessary without the school district's agreement.
 - b. In the case of foreseeable intermittent leave, the employee must schedule the leave to minimize disruption to the school district operation.
 - c. During the period of foreseeable intermittent leave, the school 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 and subject to the school district's agreement.
 - (2) Serious health condition of the employee, spouse, parent, or child when medically necessary without the school district's agreement.
 - b. In the case of foreseeable reduced work schedule leave, the employee must schedule the leave to minimize disruption to the school district operation.
 - c. During the period of foreseeable reduced work schedule leave, the school district may move the employee to an alternative position with equivalent pay and benefits.

F. 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 an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors and special education assistants.

414.3R1 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

1. 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:
 - c. Take leave for the entire period or periods of the planned medical treatment; or
 - d. Move to an available alternative position, with equivalent pay and benefits, but not necessarily equivalent duties, for which the employee is qualified.
2. 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 the semester do not include scheduled school breaks, such as summer, winter or spring break.
 - e. If an instructional employee begins family and medical leave for any purpose more than five weeks before the end of a semester, the school 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.
 - f. 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 school 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.
 - g. 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 school district may require the employee to continue taking leave until the end of the semester.
3. The entire period of leave taken under the special rules is credited as family and medical leave. The school district will continue to fulfill the school 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.

F. Employee responsibilities while on family and medical leave.

1. Employee must continue to pay health care benefit contributions or other benefit contributions regularly paid by the employee unless 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 will reimburse the school district at a time set by the superintendent.

414.3R1 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

1. An employee who fails to make the health care contribution payments within thirty days after they are due will be notified that their coverage may be canceled if payment is not received within an additional 15 days.
2. An employee may be asked to re-certify the medical necessity of family and medical leave for the serious medical condition of an employee or family member once every thirty days and return the certification within fifteen days of the request.
3. The employee must notify the school district of the employee's intent to return to work at least once each month during their leave and at least two weeks prior to the conclusion of the family and medical leave.
4. If an employee intends not to return to work, the employee must immediately notify the school district, in writing, of the employee's intent not to return. The school district will cease benefits upon receipt of this notification.

I. Use of paid leave for family and medical leave.

An employee may substitute unpaid family and medical leave with paid leave available to the employee under board policy, individual contracts or the collective bargaining agreement. Paid leave available for substitution of unpaid leave includes, but is not limited to, serious family illness leave, vacation, personal leave, and bereavement leave.

414.3R2 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

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.

Continuing treatment-a serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- 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 the health care provider.
- Any period of incapacity due to pregnancy or for prenatal care.
- 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.).
- 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.
- 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).

Eligible Employee-the district 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 1250 hours within the previous year.

Approved 8-8-94

Reviewed 1-9-06

Revised 1-9-06

414.3R2 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

Essential Functions of the Job-those functions which are fundamental to the performance of the job. It does not include marginal functions.

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."

Family Member-individuals who meet the definition of son, daughter, spouse or parent.

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.

Health care provider-

- A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or
- 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; and
- Nurse practitioners and nurse-midwives, and clinical social workers who are authorized to practice under state law and who are performing within the scope of their practice as defined under state law; and
- Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts;
- 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;
- A health care provider as defined above who practices in a country other than the United States who is CLASSIFIED to practice in accordance with the laws and regulations of that country.

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.

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.

Approved 8-8-94

Reviewed 1-9-06

Revised 1-9-06

414.3R2 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

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.

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.

Medically Necessary-certification for medical necessity is the same as certification for serious health condition.

"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.

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.

Physical or mental disability-a physical or mental impairment that substantially limits one or more of the major life activities of an individual.

Reduced leave schedule-a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

Serious health condition

- An illness, injury, impairment, or physical or mental condition that involves:
 - 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 from), or any subsequent treatment in connection with such inpatient care; or
 - 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 from) of more than three consecutive calendar days, including any

Approved 8-8-94

Reviewed 1-9-06

Revised 1-9-06

414.3R2 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

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 or, 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.

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

- 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.).

- 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.

- 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 regimen 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,

Approved 8-8-94

Reviewed 1-9-06

Revised 1-9-06

414.3R2 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

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 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.
- Absence 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.

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.

Spouse-a husband or wife recognized by Iowa law including common law marriages.

Approved 8-8-94

Reviewed 1-9-06

Revised 1-9-06

414.4 CLASSIFIED EMPLOYEE BEREAVEMENT LEAVE

In the event of a death of a member of a classified employee's immediate family, bereavement leave may be granted. Bereavement leave granted may be for a maximum of five days, with "day" being defined as one work day regardless of full-time or part-time status of the employee, per occurrence, for the death of a member of the immediate family. The immediate family includes child, spouse, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparent of the employee.

A maximum of one day of bereavement leave per year will be granted for the death of a close friend or other relative not listed above.

It is within the discretion of the superintendent to determine the number of bereavement leave days to be granted.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding bereavement leave of such employees will be followed.

Legal Reference: Iowa Code §§ 20.9; 279.8 (2009).

Cross Reference: 409.4 Licensed Employee Emergency Leave
414 Classified Employee Vacations and Leaves of Absence

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

414.5 CLASSIFIED EMPLOYEE POLITICAL LEAVE

The board will provide a leave of absence to classified employees to run for elective public office. The superintendent will grant a classified employee a leave of absence to campaign as a candidate for an elective public office as unpaid leave.

The classified employee will be entitled to one period of leave to run for the elective public office, and the leave may commence any time within thirty days of a contested primary, special, or general election and continue until the day following the election.

The request for leave must be in writing to the superintendent at least thirty days prior to the starting date of the requested leave.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding political leave of such employees will be followed.

Legal Reference: Iowa Code ch. 55 (2009).

Cross Reference: 401.15 Employee Political Activity
409.5 Licensed Employee Political Leave
414 Classified Employee Vacations and Leaves of Absence

414.6 CLASSIFIED EMPLOYEE JURY DUTY LEAVE

The board will allow classified employees to be excused for jury duty unless extraordinary circumstances exist. The superintendent has the discretion to determine when extraordinary circumstances exist.

Employees who are called for jury service will notify the direct supervisor within twenty-four hours after notice of call to jury duty and suitable proof of jury service pay must be presented to the school district. The employee will report to work within one hour on any day when the employee is excused from jury duty during regular working hours.

Classified employees will receive their regular salary. Any payment for jury duty is turned over to the school district.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding jury duty leave of such employees will be followed.

Legal Reference: Iowa Code §§ 20.9; 607A (2009).

Cross Reference: 414 Classified Employee Vacations and Leaves of Absence

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

414.7 CLASSIFIED EMPLOYEE MILITARY SERVICE LEAVE

The board recognizes classified employees may be called to participate in the armed forces, including the national guard. If a classified employee is called to serve in the armed forces, the employee will have a leave of absence for military service until the military service is completed.

The leave is without loss of status or efficiency rating, and without loss of pay during the first thirty calendar days of the leave.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding military service leave of such employees will be followed.

Legal Reference: Bewley v. Villisca Community School District, 299 N.W. 2d 904 (Iowa 1980).
Iowa Code §§ 20; 29A.28 (2009).

Cross Reference: 409.7 Licensed Employee Military Service Leave
414 Classified Employee Vacations and Leaves of Absence

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

414.8 CLASSIFIED EMPLOYEE UNPAID LEAVE

Unpaid leave, not to exceed 5 per school year, may be used to excuse an involuntary absence not provided for in other leave policies. Unpaid leave for classified employees must be authorized by the superintendent. Whenever possible, classified employees will make a written request for unpaid leave ten days prior to the beginning date of the requested leave. If the leave is granted, the deductions in salary are made unless they are waived specifically by the superintendent.

The superintendent will have complete discretion to grant or deny the requested unpaid leave. In making this determination, the superintendent will consider the effect of the employee's absence on the education program and school district operations, the financial condition of the school district, length of service, previous record of absence, the reason for the requested absence and other factors the superintendent believes are relevant in making this determination.

If unpaid leave is granted, the duration of the leave period is coordinated with the scheduling of the education program whenever possible, to minimize the disruption of the education program and school district operations.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding unpaid leave of such employees will be followed.

Legal Reference: Iowa Code §§ 20.9; 279.8 (2009).

Cross Reference: 409.8 Licensed Employee Unpaid Leave
414 Classified Employee Vacations and Leaves of Absence

Approved 08/08/94

Reviewed 02/10/14

Revised 02/10/14

414.9 CLASSIFIED EMPLOYEE PROFESSIONAL PURPOSES LEAVE

Professional purposes leave may be granted to classified employees for the purpose of attending meetings and conferences directly related to their assignments. Application for the leave must be presented to the superintendent one week prior to the meeting or conference.

It is within the discretion of the superintendent to grant professional purposes leave. The leave may be denied on the day before or after a vacation or holiday, on special days when services are needed, when it would cause undue interruption of the education program and school district operations, or for other reasons deemed relevant by the superintendent.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding professional leave of such employees will be followed.

Legal Reference: Iowa Code § 279.8 (2009).
281 I.A.C. 12.7.

Cross Reference: 411 Classified Employees - General
408.1 Classified Employee Professional Development

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10

415 CLASSIFIED EMPLOYEE SUBSTITUTES

The superintendent shall employ employee substitutes and temporary classified employees. Such employment shall be subject to the board's approval at its next meeting, when the superintendent shall present the names and salaries of the employees to the board.

Legal Reference: Iowa Code §§ 20.9; 279.8 (2009)

Cross Reference: 411 Classified Employee-General

Approved 8/8/94

Reviewed 10/11/10

Revised 10/11/10



1209 W. Ferguson Rd.
Shenandoah, IA 51601
712-246-4007

TO: Shenandoah Community Schools

FROM: Jade Hagey

DATE: 8/3/17

RE: Auditorium Roof Top Replacements

PROPOSAL INCLUDES: Two 15-ton package unitary Gas/Electric Roof Top units, tie back onto existing duct, tie back onto existing gas, drains, Economizers, Hail guards, through base electrical knock outs, Crane to remove old units and set new units on roof, all labor and material for a complete installation.

Project Notes:

Excludes: line voltage, control wiring

Warranty: 5-year Heat Exchanger, 5-year Compressor, 1 year all other parts

TOTAL PROPOSAL: \$27,720.00

This equipment achieves a factory rating that makes it eligible for a rebate of N/A from Mid-American Energy. This equipment must pass an onsite SAVE test to qualify for the rebate. The existing duct, etc., in each individual home, is the determining factor on whether the SAVE test will be passed. If the test is not passed, at that point, we discuss options to get it to pass. Additional charges will incur.

NOTE: THESE PRICES ARE GOOD FOR 30 DAYS



PROPOSAL

CAMBLIN MECHANICAL INC.

307 Chestnut Street
PO Box 520
Atlantic, IA 50022

Phone: 712-243-1535 Fax: 712-243-1578
website: www.camblinmechanical.com



Date: 7/13/2017

Customer: Shenandoah High School
Attention: Dennis Rogers

Phone:
Fax:
Email:

We hereby submit specifications and estimates for: **Replacement of two 15 ton Roof Top heating and cooling units which serve the High School Auditorium.** (Trane YSD180G3RLA)

1. Disconnect Gas, Electrical, and control wiring from units.
2. Pick up units with a crane and set them on a trailer for disposal.
3. Set curb adapters on roof with crane and weather in to original roof curbs.
4. Set new units on Curb adaptors, and weather in units.
5. Hook up gas, electrical, and control wiring. Set gas pressure according to manufacturers recommendations.
6. Install dry bulb economizers, and do start up on units.
7. *One year parts and labor warranty, (compressor has 4 additional years of parts only warranty.)

Total: \$ 29,700.00

Exclusions: control interface adaptors, and control set up to be done by others.

CREDIT TERMS: If full payment is not received within 30 days from the date of invoice, a finance charge equal to a monthly percentage rate of 1.75% will be assessed on any unpaid or remaining balance.

If any portion of the contract price is not paid when due, Camblin Mechanical Inc. will have the statutory right to enforce and perfect a mechanic's lien on the building, land, or improvements made in connection with any work performed under this contract.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature



Greg Kline
greg@camblinmechanical.com

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specification, and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be as outlined above.

Customer Signature

Date Accepted



Shenandoah High School
1000 Mustang Dr
Shenandoah IA 51601

Proposal submitted for replacement of one existing rooftop unit on auditorium.

Trane YSH180F3RHA0000 rooftop unit install to include:

BAYECON092B economizer, condenser coil hail guard, supply air smoke detector, non-fused disconnect with powered convenience outlet, hinged access panels, lift use for removal of old unit and setting in place of new unit, necessary installation materials, and labor. \$21,725.00

Thank you for this opportunity. Please call with any questions or concerns.

Jason and Amy Baldwin

Lynn Furnace

712-246-2394

Price does not include electrical work.