

Shenandoah Community School District Board of Directors
Shenandoah Administrative Board Room
May 10, 2021 – 5:00 p.m.

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Mission Statement: Read by Director Bouray
 - a. *The Shenandoah Community School District, in partnership with families and the community, will provide each student an educational environment that maximized his or her potential to become responsible, successful citizens and lifelong learners in an ever-changing world.*
4. Public Hearing: FY21 Budget Amendment
5. Welcome to Audience
6. Public Forum
7. Administrative Reports
 - a. Recognition of School Board Members for Service
8. Consent Agenda
 - a. Minutes
 - b. Treasurer's Report
 - i. Account Balances
 - ii. Unspent Authorized Budget Report
 - iii. Accounts Payable
 - c. Personnel Requests:

Contracts 2021-22:

Arryn Gillespie	Kindergarten	MA/Step 9 - \$51,410
Grant Staats	Head Girls XC	\$4,517
Mary Peterson	Asst. Speech Coach	\$2,258

Resignations (effective end of year):

Brent Ehlers	MS Football
Karter Rohrbaugh	MS/HS Social Studies, Asst. Baseball, Asst. B Basketball, MS Football

Transfers (2021-22):

Catherine Reafleng	Kindergarten to 2 nd Grade
Lindsey Lundgren	MS/HS Science Teacher to .5 HS Science/.5 Ag Teacher
Sarah F. Martin	Ag Teacher to .5 Ag Teacher/.5 Multioccupations Coordinator
Sarah F. Martin	Mentor Teacher to CTE Mentor Teacher

Modification (2021-22):

Kristin Moore – 5 additional days added to Remote Learning Coordinator contract

Summer Learning(\$25/hr):

Includes K8 tutoring, PK-8 day camps, 9-12 credit recovery

Catherine Reafleng	Madison Beeck
Emma Martin (Roberts)	Maria Blake
Jay Sweet	Mary Peterson
Jennifer Housman	Tahrae Bonnes
Karter Rohrbaugh	Toni Bounds
Kristin Moore	Trina Baldwin

Retirement Incentive (effective June 30, 2022)
Elizabeth Max

d. Fundraising Requests
*on attached sheet

e. Grant Requests

i. Stephanie Langner – 2020-21 Beef Grant for FCS Foods Classes – money for purchase of beef to be used in class

9. Action Items

a. Approve FY21 Budget Amendment

b. Approve non-renewal of Randy Messenger's contract based on performance

c. Approve Sharing Agreement with South Page CSD for School Business Official

d. Approve Sharing Agreement with Sidney CSD for Auto Tech Teacher

e. Approve Sharing Agreement with Clarinda CSD for ELL Teacher

f. Approve Memorandum of Understanding with Fremont-Mills CSD for Health Care Instructional Services and Programs

g. Approve the purchase of 3 Fiberglass Sousaphones for a total of \$9,297 for the Middle School Band

h. Approve Final Construction Report for Renovation Phase 1 & 2

i. Approve the purchase of a Bobcat from Vettors in the amount of \$16,876.80

j. Approve the purchase of a Chariot 2 iVac for \$9560.65

k. Review Sections 300-400 of Board Policy & Recommended Changes

10. Discussion & Possible Action

a. Maintenance Projects & Equipment

11. Informational Items:

Special Meeting – May 17, 2021 at 5:00 p.m.

Next Regular Meeting – June 14, 2021 at 5:00 p.m.

12. Adjournment

Shenandoah Community School District
Minutes of the Regular Meeting of the Board of Directors – April 12, 2021
Administration Board Room

Call to Order:

Board President Jean Fichter called the meeting to order at 5:00 pm.

Roll Call:

Roll Call was answered by Directors Darrin Bouray, Jean Fichter, Jeff Hiser, Kathy Langley and Adam Van Der Vliet. 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 Van Der Vliet.

Public Hearing – Budget FY 2022:

The public hearing regarding the proposed FY22 budget was opened at 5:00 p.m. The tax levy will drop to \$12.63. With no public comment, the hearing was closed at 5:01 p.m.

Public Hearing – School Calendar 2021-22:

The public hearing regarding the proposed 2021-22 School Calendar was opened at 5:01 p.m. A staff survey was sent out and input received was considered in the final draft. School will start August 23, 2021 and end May 26, 2022. With no public comment the hearing was closed at 5:03 p.m.

Welcome to Audience:

President Fichter welcomed everyone to the meeting.

Open Forum:

President Fichter read the rules for speaking during the open forum. There was no public comment.

Administrative Reports:

Instructional Materials Purchase:

Mrs. Tiffany Spiegel gave an overview of the curriculum structure and purchases proposed for next school year.

Consent Agenda:

Approve the consent agenda to include previous minutes, the financial accounts, fundraising requests, May of 2021 graduates and the payment of bills. Personnel Requests: Contracts 2020-21: John Coltrain, Night Custodian -\$13.95/hr probationary; Reagan Whitehill, 9th Grade Softball - \$3,572; William Flowers, Assistant Softball - \$3,572. Contracts 2021-22: Daniel Autry, HS Business/Technology, BPA Sponsor - BA+15/Step 5; Grant Staats, HS Math & Asst. Track - BA/Step 3. Resignations (effective end of year): Julie Mount, .25 Business Teacher, MS Girls Basketball. Transfers (2021-22): Mallory Degase, 2nd Grade to Elementary Art - pending proper licensure. Modifications (2021-22) pending requirements are met: Danielle Terry, BA+15 to MA. Grant Requests: Tiffany Spiegel – Corner Counties Early Childhood Area Grant to assist with wages for staff for preschool after school care – grant would offset costs for family fees. Motion to approve by Director Langley, second by Director Van Der Vliet. Ayes – Bouray, Langley, Van Der Vliet, Fichter; Nays – Hiser. Motion carried 4-1.

Action Items:

Approve FY 2022 Budget:

Motion to approve by Director Van Der Vliet, second by Director Langley. Motion carried unanimously.

Approve 2021-22 School Calendar:

Motion to approve by Director Van Der Vliet, second by Director Bouray. Motion carried unanimously.

Approve 101% Budget Guarantee:

BE IT RESOLVED that the Board of Directors of the Shenandoah Community School District will levy property tax for fiscal year 2021-2022 for the regular program budget adjustment as allowed under

section 257.14, Code of Iowa. Motion to adopt by Director Langley, second by Director Van Der Vliet. Motion carried unanimously.

Approve Denise Green as 6-12 Remote Learning Coordinator with 5 Additional Contract Days for 2021-22 – MA +30/Step 9:

Motion to approve by Director Van Der Vliet, second by Director Langley. Ayes – Bouray, Langley, Van Der Vliet, Fichter; Nays – Hiser. Motion carried 4-1.

Approve Instructional Material Purchases:

Purchases include: Illustrative Math and Professional Development for \$30,878.72, 95 Phonics for \$14,044.80, My Perspectives for \$17,064.73 and TCI Online Student Subscription for 3 years for \$11,778. Motion to approve by Director Langley, second by Director Van Der Vliet. Motion carried unanimously.

Approve 2021 Fremont County Fair Partnership Agreement:

Motion to approve by Director Van Der Vliet, second by Director Langley. Motion carried unanimously.

Approve SOCS License and Service Agreement:

Motion to approve by Director Van Der Vliet, second by Director Bouray. Ayes – Bouray, Langley, Van Der Vliet, Fichter; Nays – Hiser. Motion carried 4-1.

Approve PowerSchool Proposal:

Motion to approve by Director Van Der Vliet, second by Director Langley. Motion carried unanimously.

Approve AEA Purchasing Agreement for Food, Small Wares and Ware Wash for 2021-22:

Motion to approve by Director Langley, second by Director Van Der Vliet. Motion carried unanimously.

Approve Resolution to Join Iowa Local Government Risk Pool:

Motion to approve by Director Langley, second by Director Van Der Vliet. Motion carried unanimously.

Approve Application and Agreement to Join the Iowa Local Government Risk Pool:

Motion to approve by Director Langley, second by Director Van Der Vliet. Motion carried unanimously.

Approve Participation Agreement with the Iowa Local Risk Pool Commission:

Motion to approve by Director Langley, second by Director Van Der Vliet. Motion carried unanimously.

Approve Vehicle Purchase from Doug Meyer Chevrolet:

Director Van Der Vliet made a motion to purchase any 2 of the 3 vehicles that were bid, second by Director Bouray. Motion carried unanimously.

Approve Middle School Signage Request:

The sign will be a lighted mustang hanging on the brick outside of the activity entrance of the K8 building. Total cost will be around \$5,400. Motion to approve by Director Van Der Vliet, second by Director Langley. Motion carried unanimously.

Approve Final Reading on Changes to Board Policies 103, 500, 502.10, 502.10E1, 503.1, 503.5, 503.6, 503.6R1, 503.6RE1, 503.6RE2, 503.6RE3, 507.9, 603.1, 603.3, 604.6 and 701.5:

Motion to approve by Director Van Der Vliet, second by Director Langley. Motion carried unanimously.

Informational Items:

Next Regular Meeting – May 10, 2021 at 5:00 pm.

Adjournment:

Motion by Director Van Der Vliet, second by Director Langley to adjourn the meeting at 5:30 pm. Motion carried unanimously.

Shenandoah Community School District
Minutes of the Special Meeting of the Board of Directors – April 20, 2021
Administration Board Room

Call to Order:

Board President Jean Fichter called the meeting to order at 5:00 pm.

Roll Call:

Roll Call was answered by Directors Darrin Bouray, Jean Fichter, Jeff Hiser, Kathy Langley and Adam Van Der Vliet. Also present were Superintendent Dr. Kerri Nelson and Board Secretary Lisa Holmes.

Action Items:

Approve Final Negotiations with SEA for a 2.21% increase for teachers by increasing the base to \$37,640:

Director Bouray moved to approve a 2.21% increase and to include an additional one-time salary retention payment to paid in September in the amount of \$600 for in district years of service 1 through 5, \$750 for in district years of service 6 through 10 and \$1,350 for in district years of service 11 and beyond, second by Director Van Der Vliet. Motion carried unanimously.

Approve Final Negotiations with SSA+ for a 2.78% increase for support staff:

Director Van Der Vliet made a motion to approve the 2.78% increase which includes maintaining base wage at the current level, increasing hourly pay by 25 cents per hour for returning staff, increasing bus route pay by 75 cents and starting longevity pay after 2 years of service rather than zero, second by Director Bouray. Motion carried unanimously.

Informational Items:

Next Regular Meeting – May 10, 2021 at 5:00 pm.

Adjournment:

Motion by Director Van Der Vliet, second by Director Bouray to adjourn the meeting at 5:03 pm. Motion carried unanimously.

Board Secretary

Board President

SHENANDOAH ACCOUNT BALANCES						
ACCOUNT	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
General Fund (10)						
Beg Balance Checking (FNBC)	\$1,243,866.25	\$466,578.18	\$852,317.45	\$824,301.20	\$231,088.23	\$80,716.89
Beg Balance Savings (FNBC)	\$2,724,672.11	\$2,988,864.65	\$1,639,498.51	\$1,933,687.02	\$3,408,140.38	\$3,524,091.45
Beg Balance Checking (BI)						
Beg Balance Savings (BI)						
Revenues	\$56,745.67	\$151,061.98	\$1,334,814.17	\$2,012,906.49	1,055,643.39	\$1,135,926.64
Expenditures	-\$885,669.31	-\$1,155,049.85	-\$1,068,641.91	-\$1,136,957.50	-1,091,707.89	-\$1,084,758.37
End Balance Checking (FNBC)	\$466,578.18	\$852,317.45	\$824,301.20	\$231,088.23	80,716.89	\$39,626.15
End Balance Savings (FNBC)	\$2,988,864.65	\$1,639,498.51	\$1,933,687.02	\$3,408,140.38	3,524,091.45	\$3,620,029.78
End Balance Checking (BI)						
End Balance Savings (BI)						
Total General Fund	\$3,455,442.83	\$2,491,815.96	\$2,757,988.22	\$3,639,228.61	\$3,604,808.34	\$3,659,655.93
Management Fund (22)						
Beg Balance Checking (FNBC)	\$52,351.80	\$28,509.35	\$41,251.61	\$2,071.15	\$328.10	\$20,266.95
Beg Balance Savings (FNBC)	\$1,107,944.62	\$1,117,381.14	\$870,411.28	\$965,200.14	\$1,151,476.74	\$1,161,332.77
Beg Balance Checking (BI)						
Beg Balance Savings (BI)						
Revenues Checking	\$9,453.44	\$3,042.20	\$94,790.95	\$191,276.85	\$39,198.41	\$19,539.03
Expenditures Checking	-\$23,859.37	-\$237,269.80	-\$39,182.55	-\$6,743.30	-\$9,403.53	-\$34,121.45
End Balance Checking (FNBC)	\$28,509.35	\$41,251.61	\$2,071.15	\$328.10	\$20,266.95	\$6,147.79
End Balance Savings (FNBC)	\$1,117,381.14	\$870,411.28	\$965,200.14	\$1,151,476.74	\$1,161,332.77	\$1,160,869.51
End Balance Checking (BI)						
End Balance Savings (BI)						
Total Management Fund	\$1,145,890.49	\$911,662.89	\$967,271.29	\$1,151,804.84	\$1,181,599.72	\$1,167,017.30
SAVE Fund (33)						
Beg Balance Checking (FNBC)	\$645,393.77	\$124,991.61	\$9,870.07	\$49,503.30	\$329,657.21	\$252,692.42
Beg Balance Savings (FNBC)	\$4,381,301.61	\$3,403,770.01	\$2,372,481.42	\$1,640,885.14	\$1,159,217.18	\$1,210,928.93
Beg Balance Checking (BI)						
Beg Balance Savings (BI)						
Revenues Checking	\$92,558.67	\$88,730.37	\$88,431.48	\$88,348.11	121,794.93	\$89,815.38
Expenditures Checking	-\$1,590,492.43	-\$1,235,140.50	-\$780,394.53	-\$289,862.16	-147,047.97	-\$142,562.73
End Balance Checking (FNBC)	\$124,991.61	\$9,870.07	\$49,503.30	\$329,657.21	252,692.42	\$180,212.94
End Balance Savings (FNBC)	\$3,403,770.01	\$2,372,481.42	\$1,640,885.14	\$1,159,217.18	1,210,928.93	\$1,230,661.06
End Balance Checking (BI)						
End Balance Savings (BI)						
Total SAVE Fund	\$3,528,761.62	\$2,382,351.49	\$1,690,388.44	\$1,488,874.39	\$1,463,621.35	\$1,410,874.00
PPEL Fund (36)						
Beg Balance Checking (FNBC)	\$252,708.95	\$181,353.93	\$1,250.77	\$13,312.48	\$11,272.58	\$45,879.74
Beg Balance Savings (FNBC)	\$400,663.93	\$404,628.26	\$401,655.88	\$436,790.52	\$554,558.46	\$481,471.47
Beg Balance Checking (BI)						
Beg Balance Savings (BI)						
Revenues Checking	\$4,071.99	\$2,027.97	\$65,137.27	\$132,774.84	\$26,925.20	\$163,738.20
Expenditures Checking	-\$71,462.68	-\$185,103.51	-\$17,940.92	-\$17,046.80	-\$65,405.03	-\$12,166.71
Expenditures Accts Pay						
End Balance Checking (FNBC)	\$181,353.93	\$1,250.77	\$13,312.48	\$11,272.58	\$45,879.74	\$33,725.60
End Balance Savings (FNBC)	\$404,628.26	\$401,655.88	\$436,790.52	\$554,558.46	\$481,471.47	\$645,197.10
End Balance Checking (BI)						
End Balance Savings (BI)						
Total PPEL Fund	\$585,982.19	\$402,906.65	\$450,103.00	\$565,831.04	\$527,351.21	\$678,922.70

SHENANDOAH ACCOUNT BALANCES						
ACCOUNT	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
General Fund (10)						
Beg Balance Checking (FNBC)	\$39,626.15	\$28,993.61	\$529,045.92	\$128,929.26	\$128,954.89	\$0.00
Beg Balance Savings (FNBC)	\$3,620,029.78	\$3,414,180.19	\$2,936,010.20	\$1,022,441.25	\$0.00	\$0.00
Beg Balance Checking (BI)		\$0.00	\$1,000.02	\$1,010,783.90		
Beg Balance Savings (BI)		\$0.00	\$1,000.02	\$826,942.13		
Revenues	\$831,480.65	\$1,062,998.55	\$920,642.64	\$1,937,977.84		
Expenditures	-\$1,051,604.51	-\$1,040,102.26	-\$1,402,437.00	-\$1,047,831.04		
End Balance Checking (FNBC)	\$28,993.61	\$529,045.92	\$128,929.26	\$128,954.89		
End Balance Savings (FNBC)	\$3,414,180.19	\$2,936,010.20	\$1,022,441.25	\$0.00		
End Balance Checking (BI)		\$1,000.02	\$1,008,723.22	\$999,001.02		
End Balance Savings (BI)		\$1,000.02	\$827,396.68	\$2,751,555.08		
Total General Fund	\$3,443,173.80	\$3,467,056.16	\$2,987,490.41	\$3,879,510.99	\$0.00	\$0.00
Management Fund (22)						
Beg Balance Checking (FNBC)	\$6,147.79	\$14,472.22	\$7,791.19	\$0.00	\$0.00	\$0.00
Beg Balance Savings (FNBC)	\$1,160,869.51	\$1,073,274.78	\$1,080,271.96	\$1,059,812.17	\$0.00	\$0.00
Beg Balance Checking (BI)				\$3,937.14		
Beg Balance Savings (BI)				\$13,511.40		
Revenues Checking	\$12,411.90	\$6,998.35	\$22,699.67	\$189,218.09		
Expenditures Checking	-\$91,682.20	-\$6,682.20	-\$33,502.11	-\$6,528.42		
End Balance Checking (FNBC)	\$14,472.22	\$7,791.19	\$0.00			
End Balance Savings (FNBC)	\$1,073,274.78	\$1,080,271.96	\$1,059,812.17			
End Balance Checking (BI)			\$3,937.14	\$17,418.20		
End Balance Savings (BI)			\$13,511.40	\$1,242,532.18		
Total Management Fund	\$1,087,747.00	\$1,088,063.15	\$1,077,260.71	\$1,259,950.38	\$0.00	\$0.00
SAVE Fund (33)						
Beg Balance Checking (FNBC)	\$180,212.94	\$118,603.99	\$84,322.89	\$57,542.21	\$57,542.21	\$0.00
Beg Balance Savings (FNBC)	\$1,230,661.06	\$1,250,390.42	\$1,184,607.43	\$1,070,160.88	\$0.00	\$0.00
Beg Balance Checking (BI)				\$1,528.84		
Beg Balance Savings (BI)				\$75,484.74		
Revenues Checking	\$89,799.73	\$1,168.62	\$151,172.75	\$75,692.00		
Expenditures Checking	-\$89,799.73	-\$101,232.71	-\$215,386.40	-\$73,540.75		
End Balance Checking (FNBC)	\$118,603.99	\$84,322.89	\$57,542.21	\$57,542.21		
End Balance Savings (FNBC)	\$1,250,390.42	\$1,184,607.43	\$1,070,160.88	\$0.00		
End Balance Checking (BI)			\$1,528.84	\$3,005.41		
End Balance Savings (BI)			\$75,484.74	\$1,146,320.30		
Total SAVE Fund	\$1,368,994.41	\$1,268,930.32	\$1,204,716.67	\$1,206,867.92	\$0.00	\$0.00
PPEL Fund (36)						
Beg Balance Checking (FNBC)	\$33,725.60	\$25,070.84	\$18,513.69	\$13,319.26	\$13,319.26	\$0.00
Beg Balance Savings (FNBC)	\$645,197.10	\$653,718.16	\$713,328.10	\$719,644.99	\$0.00	\$0.00
Beg Balance Checking (BI)				\$6,575.58		
Beg Balance Savings (BI)				-\$15,667.12		
Revenues Checking	\$8,532.54	\$59,612.74	\$15,727.57	\$131,463.11		
Expenditures Checking	-\$8,666.24	-\$6,559.95	-\$23,696.65	-\$79,308.42		
Expenditures Accts Pay						
End Balance Checking (FNBC)	\$25,070.84	\$18,513.69	\$13,319.26	\$13,319.26		
End Balance Savings (FNBC)	\$653,718.16	\$713,328.10	\$719,644.99	\$0.00		
End Balance Checking (BI)			\$6,575.58	\$12,272.26		
End Balance Savings (BI)			-\$15,667.12	\$750,435.88		
Total PPEL Fund	\$678,789.00	\$731,841.79	\$723,872.71	\$776,027.40	\$0.00	\$0.00

**SHENANDOAH COMMUNITY SCHOOL DISTRICT
EXPENDITURES TO CERTIFIED BUDGET COMPARISON
JULY 1, 2020 - JUNE 30, 2021**

APRIL									
	FUNCTION	GENERAL	MGMNT	TRUST	PPEL	EMG LEVY/ DISASTER RELIEF	PERL	ACTIVITY	
	INSTRUCTION	1XXX	\$5,798,327.34	\$216,317.00	\$4,150.00			\$141,262.78	
	SUPPORT SERVICES	2XXX	\$3,391,158.40	\$272,657.93		\$374,429.98			
	NON-INSTRUCTIONAL	3XXX							
OTHER	FACILITIES ACQ & CONST	4XXX			\$112,926.93				
	DEBT	5XXX							
	AEA FLOW THROUGH	6100	\$443,971.00						
	TRANSFERS								
		6900							
	TOTAL		\$9,633,456.74	\$488,974.93	\$4,150.00	\$487,356.91	\$0.00	\$0.00	\$141,262.78
	PUBLISHED BUDGET		\$13,797,336.00	\$544,000.00	\$0.00	\$710,000.00	\$0.00	\$0.00	\$235,000.00
	% USED		69.82%	89.89%	0.00%	68.64%	0.00%	0.00%	60.11%
	FUNCTION	CAPITAL PROJECTS	DEBT SERVICE	NUTRITION	OTHER AGENCY	TOTAL USED	PUB BUDGET	% OF BUDGET	
	INSTRUCTION	1XXX				\$6,160,057.12	\$9,246,000.00	66.62%	
	SUPPORT SERVICES	2XXX	\$5,713.26	\$202.59	\$145.00	\$4,044,307.16	\$5,378,000.00	75.20%	
	NON-INSTRUCTION	3XXX		\$561,260.98		\$561,260.98	\$750,000.00	74.83%	
	FACILITIES ACQ & CONST	4XXX	\$2,610,267.50			\$2,723,194.43	\$3,900,000.00	69.83%	
	DEBT	5XXX	\$2,550.00	\$94,500.80		\$97,050.80	\$930,000.00	10.44%	
	AEA FLOW THROUGH	6100				\$443,971.00	\$522,336.00	85.00%	
	TRANSFER	62xx	\$700,160.70			\$700,160.70			
	TOTAL		\$3,318,691.46	\$94,500.80	\$561,463.57	\$14,730,002.19	\$20,726,336.00	71.07%	
	PUBLISHED BUDGET		\$4,689,755.00	\$930,000.00	\$750,000.00	\$0.00			
	% USED		70.76%	10.16%	74.86%	0.00%	71.07%		

**SHENANDOAH COMMUNITY SCHOOL
CALCULATION OF MISCELLANEOUS INCOME
2020-2021**

	STATE AID/ SRCIPVR (CNI) Source Codes	TLC/FOUR YEAR-OLD STATE AID/TSS/ INTERVENTION/PD/ TRANSPORTATION Source Code	SPED DEFICIT SUPPLEMENTAL STATE AID Source Code	AEA FLOWTHROUGH Source Code	PROPERTY TAX Source Codes	INSTRUCTIONAL SUPPORT THROUGH INCOME SURTAXES Source Codes	EXCISE TAXES UTILITY REPL. Source Codes	** MISCELLANEOUS REVENUE	TOTAL REVENUE (Includes Flowthrough)	FY '20 Actuals
	3801, 3803, 3111	3116, 3117, 3119 3204, 3216, 3376	3113	3214	1110-1119	1134	1170-1179			
JUL				\$80,722.00				\$201,437.73	\$282,159.73	\$56,424.76
AUG				\$40,361.00	\$17,375.68			\$25,217.15	\$82,953.83	\$135,923.00
SEP	\$543,215.00	\$143,641.00		\$40,361.00	\$590,276.63		\$38.08	\$17,282.46	\$1,334,814.17	\$1,276,172.26
OCT	\$543,215.00	\$143,641.00		\$40,361.00	\$1,191,943.21		\$2,159.16	\$91,587.12	\$2,012,906.49	\$2,058,639.45
NOV	\$568,520.94	\$143,641.00		\$40,361.00	\$181,717.44		\$36,798.94	\$84,604.07	\$1,055,643.39	\$934,962.32
DEC	\$580,078.40	\$143,641.00		\$40,361.00	\$84,311.35	\$150,234.37		\$137,300.52	\$1,135,926.64	\$1,002,951.38
JAN	\$548,241.11	\$143,641.00		\$40,361.00	\$66,224.93			\$33,012.61	\$831,480.65	\$986,711.76
FEB	\$538,788.00	\$143,641.00		\$40,361.00	\$41,042.13	\$56,676.80		\$242,489.62	\$1,062,998.55	\$1,001,794.03
MAR	\$538,788.00	\$143,641.00		\$40,361.00	\$140,031.93		\$564.43	\$36,381.95	\$899,768.31	\$971,305.33
APR	\$618,838.34	\$143,641.00		\$40,361.00	\$1,062,029.12		\$38,393.67	\$34,714.71	\$1,937,977.84	\$1,738,242.95
MAY								\$0.00		\$1,240,285.46
JUN								\$0.00		\$1,203,329.49
TOTAL	\$4,479,684.79	\$1,149,128.00	\$0.00	\$443,971.00	\$3,374,952.42	\$206,911.17	\$77,954.28	\$904,027.94	\$10,636,629.60	\$12,606,742.19

SHENANDOAH COMMUNITY SCHOOL			
UNSPENT AUTHORIZED BUDGET CALCULATION			
2020-2021			
	REGULAR PROGRAM DISTRICT COST	\$7,459,603.00	
+	REGULAR PROGRAM BUDGET ADJUSTMENT	\$0.00	
+	SUPPLEMENTARY WEIGHTING DISTRICT COST	\$135,512.00	
+	SPECIAL ED DISTRICT COST	\$971,849.00	
+	TEACHER SALARY SUMMPLEMENT DISTRICT COST	\$674,095.00	
+	PROF DEV SUPPLEMENT DISTRICT COST	\$73,061.00	
+	EARLY INTERVENTION SUPPL DISTRICT COST	\$85,540.00	
+	TEACHER LEADERSHIP SUPP DISTRICT COST	\$360,798.00	
+	AEA SPECIAL ED SUPPORT	\$369,546.00	
+	AEA SPECIAL ED SUPPORT ADJUSTMENT	\$0.00	
+	AEA MEDIA SERVICES	\$61,421.00	
+	AEA EDUCATIONAL SERVICES	\$67,903.00	
+	AEA SHARING DISTRICT COST	\$834.00	
+	AEA TEACHER SALARY SUPPL DISTRICT COST	\$37,946.00	
+	AEA PROF DEV SUPPL DISTRICT COST	\$4,067.00	
+	DROPOUT ALLOWABLE GROWTH	\$269,426.00	
+	SBRC ALLOWABLE GROWTH OTHER #1	\$168,221.00	Increased Enrollment/ Open Enrolled out not in 2019
+	SBRC ALLOWABLE GROWTH OTHER #2	\$50,000.00	LEP (Estimate)
+	SPECIAL ED DEFICIT ALLOWABLE GROWTH	\$250,000.00	(Determined when I did the SES at time of CAR - Sep
-	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	\$0.00	
-	AEA PRORATA REDUCTION	\$57,385.00	
=	MAXIMUM DISTRICT COST	\$10,982,437.00	
+	PRESCHOOL FOUNDATION AID	\$229,060.00	
+	INSTRUCTIONAL SUPPORT AUTHORITY	\$546,267.00	
+	ED IMPROVEMENT AUTHORITY	\$0.00	
+	OTHER MISCELLANEOUS INCOME	\$904,027.94	\$ 1,404,271.00 Estimate on Budget Worksheet
+	UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$3,910,338.00	
=	MAXIMUM AUTHORIZED BUDGET	\$16,572,129.94	
-	EXPENDITURES	\$9,633,456.74	58.13%
=	UNSPENT AUTHORIZED BUDGET	\$6,938,673.20	
	EXPENDITURES	FY 21	FY '20 Actuals
	JULY	\$237,873.72	\$199,722.68
	AUGUST	\$507,123.63	\$384,876.61
	SEPTEMBER	\$1,053,480.60	\$1,011,518.98
	OCTOBER	\$1,136,957.50	\$1,008,378.85
	NOVEMBER	\$1,091,707.89	\$1,020,147.22
	DECEMBER	\$1,084,758.37	\$995,838.21
	JANUARY	\$1,051,604.51	\$1,011,435.69
	FEBRUARY	\$1,040,102.26	\$1,052,786.73
	MARCH	\$1,382,017.22	\$1,280,733.46
	APRIL	\$1,047,831.04	\$951,086.89
	MAY		\$993,718.57
	JUNE		\$2,570,936.36
	TOTAL	\$9,633,456.74	\$12,481,180.25

Vendor Name	Invoice Detail Amount	Invoice Detail Description
Checking Account ID 10	Fund Number 10	GENERAL FUND
95% GROUP INC.	12,474.00	Shipping & Handling - 10% of printed pro
AHLERS & COONEY PC	1,278.00	LAWYER/NEGOTIATIONS
AUDITOR OF STATE	625.00	AUDITOR
BARBARA FARWELL	206.08	ESL TRAVEL
BMO MASTERCARD - TRANSPORTATION I	148.49	TRANSPORTATION SUPPLIES
BMO MASTERCARD	1,744.58	MS PRINCIPAL SUPPLIES
BMO MASTERCARD	598.33	INSTRUCTIONAL SUPPLIES
BMO MASTERCARD	52.99	CARES ATHLETIC SUPPLIES
BMO MASTERCARD	2,181.77	SPED SUPPLIES
BMO MASTERCARD	159.20	HS FCS SUPPLIES
BMO MASTERCARD	317.91	HS AGRICULTURE SUPPLIES
BMO MASTERCARD	240.62	AD TRAVEL
BMO MASTERCARD	280.46	SUPERINTENDENT SUPPLIES
BMO MASTERCARD	1,117.42	MS VOCAL MUSIC SUPPLIES
BMO MASTERCARD	102.92	MS FCS SUPPLIES
BMO MASTERCARD	744.14	MAINTENANCE SUPPLIES
BMO MASTERCARD	2,948.25	TECH REPAIR & MAINTENANCE SUPPLIES
BMO MASTERCARD	42.30	BACKGROUND CHECKS
BMO MASTERCARD	898.47	LOGAN PD GENERAL SUPPLIES
BROWN'S REPAIR & AUTO PARTS, INC.	2,821.24	VEHICLE REPAIR SERVICES
CABINETS BY STAC	1,149.13	MAINTENANCE BUILDING SUPPLIES
CAPITAL SANITARY SUPPLY	51.79	MAINTENANCE CLEANING SUPPLIES
CDW GOVERNMENT	668.60	Tripp Lite Power Strip 120V 5-15R 9 Outl
CENEX FLEET FUELING	6,608.43	TRANSPORTATION DIESEL
CENTURYLINK	627.90	ELEM PRINCIPAL TELEPHONE
CHAT MOBILITY	57.01	BUSINESS MANAGER TELEPHONE
CITY OF SHENANDOAH	16,022.18	WATER-SEWER
COUNTRY TIRE	8.40	EQUIPMENT REPAIR
CULLIGAN WATER	331.41	MAINTENANCE SUPPLIES
GLENWOOD CSD	12,669.83	PURCHASE EDUCATIONAL/L3 IND COSTS
GLENWOOD POLICE DEPT.	10.00	TRANSPORTATION SUPPLIES
HD PRO INSTITUTIONAL	5,318.88	supplies
HEARTLAND FAMILY SERVICE	5,260.00	PURCHASE EDUCATIONAL/L3 IND COSTS
HEGGERTY	359.91	Reversal: Daily Lesson Video Library: Pr
HOBART SALES & SERVICE	448.03	EQUIPMENT REPAIR
IAMO COMMUNICATIONS	30.00	GOVERNOR'S EMERGENCY RELIEF SUPPLIES
IMPERIUM DATA NETWORKS	1,142.50	TECH REPAIR & MAINTENANCE SUPPLIES
INTERNATIONAL ACADEMY OF SCIENCE	1,200.00	HS AT RISK SUPPLIES
IOWA COMMUNICATIONS NETWORK	623.72	HS PRINCIPAL TELEPHONE
IOWA DEPARTMENT OF HUMAN SERVICES	4,041.32	MEDICAID DIRECT SERVICES
IOWA HIGH SCHOOL MUSIC ASSOCIATION	325.00	HS BAND STUDENT ENTRY & REGISTRATION FEE
JB PARTS & SUPPLY	46.95	MAINTENANCE SUPPLIES
JOHN GOWING PLUMBING AND HEATING INC.	50.00	MAINTENANCE BUILDING REPAIR SERVICES
LEPORTE ELECTRIC	447.86	MAINTENANCE BUILDING REPAIR SERVICES
MIDAMERICAN ENERGY	12,358.08	UTILITIES-ELECTRICITY
MILLER BUILDING	582.59	HS IND ARTS RESALE INVENTORY
MITEL NET SOLUTIONS	586.90	ELEM PRINCIPAL TELEPHONE
NEBRASKA CITY NEWS-PRESS	162.00	BOARD NEWSPAPER ADVERTISING
NOLTE, CORNMAN & JOHNSON	6,000.00	AUDITOR
O'REILLY AUTO	211.57	TRANSPORTATION REPAIR PARTS
PAGE COUNTY EXTENSION	35.00	GROUNDS GENERAL SUPPLIES
PERFECTION LEARNING	69.83	iowa hs book award (13 books) AEA
QUILL CORPORATION	84.45	MS GENERAL ED SUPPLIES
RED OAK WELDING	215.10	HS IND ARTS RESALE INVENTORY
RIEMAN MUSIC DES MOINES	558.55	HS BAND EQUIPMENT REPAIR

Vendor Name	Invoice Amount	Detail Description
ROBERT MCCONKEY PAINTING	156.95	supplies
ROGERS PEST CONTROL LLC	440.00	MAINTENANCE PEST CONTROL CONTRACTED
SAPP BROS.	604.59	MAINTENANCE GASOLINE
SHENANDOAH CSD	296.20	BOARD SUPPLIES
SHENANDOAH MEDICAL CENTER	1,020.00	HEP B VACCINES
SHENANDOAH ROTARY	107.00	MENTOR DUES & FEES
SHENANDOAH SANITATION	464.54	MAINTENANCE GARBAGE COLLECTION
SIGNS & SHINES	20.00	MAINTENANCE SUPPLIES
STANEK FIRE PROTECTION	156.00	MAINTENANCE BUILDING REPAIR SERVICES
SWIFT SERVICES LLC	1,074.95	GEER HARDWARE
SYMMETRY ENERGY SOLUTIONS	3,510.71	UTILITIES-GAS
TIMBERLINE BILLING SERVICE LLC	514.09	MEDICAID BILLING SERVICES
TRUCK CENTER COMPANIES	135.03	TRANSPORTATION REPAIR PARTS
UPPER EDGE TECH	530.00	500e 1st gen LCD Back Cover (new)
UPS	26.48	Shipping for Document camera warranty re
US CELLULAR	1,774.08	GOVERNOR'S EMERGENCY RELIEF SUPPLIES
VALLEY PUBLICATIONS	78.00	SUPERINTENDENT SUPPLIES
VETTER EQUIPMENT CO	1,161.43	supplies
WELLMARK BLUE CROSS BLUESHEILD	111,225.65	HEALTH INSURANCE PAYABLE CN
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP	1,200.50	LAWYER/NEGOTIATIONS
Fund Number 10	<u>231,841.29</u>	
Checking Account ID 10	Fund Number 22	MANAGEMENT FUND
WELLMARK BLUE CROSS BLUESHEILD	5,382.42	EARLY RETIREES MEDICAL INSURANCE
Fund Number 22	<u>5,382.42</u>	
Checking Account ID 10	Fund Number 33	SAVE (SECURE AN ADVANCED VISION FOR ED.
VETTER EQUIPMENT CO	2,086.00	EQUIPMENT REPAIRS
Fund Number 33	<u>2,086.00</u>	
Checking Account ID 10	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
BLUPOINTE DRS	1,500.00	Maintenance, Support and Services:BDR MA
BMO MASTERCARD - TRANSPORTATION I	549.00	REPAIRS & MAINTENANCE VEHICLES
BMO MASTERCARD	879.90	TECH RELATED SUPPLIES
CDW GOVERNMENT	955.43	Fujitsu fi-7160 - document scanner
COUNSEL OFFICE & DOCUMENT	1,763.84	ADMIN COPIER LEASE
CULLIGAN WATER	506.94	RENTAL OF EQUIPMENT & VEHICLES
DOUG MEYER CHEVROLET	103,076.00	TRANSPORTATION VEHICLES
ELEVATE ROOFING	764.92	BUILDING REPAIR
FELD FIRE	1,043.99	Replaced Bad Camera At Admin/logan 2/12/
GREAT AMERICAN FINANCIAL SERVICES	1,064.38	ELEMENTARY COPIER LEASE
JOHN GOWING PLUMBING AND HEATING INC.	1,123.17	BUILDING REPAIR
KIDWELL INC.	1,535.00	PHONES
LEPORTE ELECTRIC	2,005.67	wired new A/C units in the May center
MILLER BUILDING	1,840.30	OTHER CONSTRUCTION
RASMUSSEN MECHANICAL SERVICES	2,079.84	BUILDING REPAIR
ROBERT MCCONKEY PAINTING	250.00	lift rental
Fund Number 36	<u>120,938.38</u>	
Checking Account ID 10	Fund Number 61	SCHOOL NUTRITION FUND
BMO MASTERCARD	19.02	ALA CARTE FOOD SERVICE PROG
DFA DAIRY BRANDS CORPORATE, LLC	5,995.13	MILK - PS
EICKEMEYER REFRIGERATION, INC.	185.00	REPAIRS & MAINTENANCE EQUIPMENT
FAREWAY STORES	160.77	MILK
HY-VEE	523.80	BUNS
MARTIN BROS DIST	45,196.96	CATERING
Fund Number 61	<u>52,080.68</u>	
Checking Account ID 10	<u>412,328.77</u>	

MONTHLY BOARD VENDOR BILLS
May 2021 Accounts Payable

Invoice Detail	Invoice Detail	Description
Amount		
Checking Account ID 40	Fund Number 21	ACTIVITY FUND
BMO MASTERCARD	24.47	SUPPLIES/GENERAL ATHLETICS
BMO MASTERCARD	1,273.52	STUDENT ENTRY & REGISTRATION FEES
BMO MASTERCARD	1,391.80	SUPPLIES/SHEN GIRLS TENNIS
BMO MASTERCARD	78.00	SUPPLIES/FCCLA
BMO MASTERCARD	146.93	DRAMA SUPPLIES
BMO MASTERCARD	139.80	SUPPLIES/SHEN GIRLS BB
BMO MASTERCARD	208.02	MAY MENTORING ACTIVITY SUPPLIES
BMO MASTERCARD	76.10	SUPPLIES/MS STUDENT COUNCIL
BMO MASTERCARD	376.95	STUDENT ENTRY & REGISTRATION FEES
CENTERVILLE HIGH SCHOOL	80.00	ENTRY FEE TO ANOTHER SCHOOL
CINDY WILLIAMS	360.00	GENERAL ATHLETICS OFFICIAL
COUNTY LINE DESIGN	451.25	SUPPLIES CLASS OF 2021
CRESTON CSD	100.00	ENTRY FEE TO ANOTHER SCHOOL
DONUT STOP	36.54	SUPPLIES/STUDENT COUNCIL
FAREWAY STORES	653.98	concessions 5/1/21
GRAPHIC EDGE	800.42	Tennis uniforms order# 1487556
HEALY AWARDS, INC.	81.59	SUPPLIES/GENERAL ATHLETICS
IOWA FFA ASSOCIATION	363.00	State Leadership convention 2021
IOWA GIRLS HS ATHLETIC UNION	100.00	STUDENT ENTRY & REGISTRATION FEES
IRC TEAM SPORTS	74.00	SUPPLIES/SHEN BOYS TENNIS
LEWIS CENTRAL HIGH SCHOOL	80.00	ENTRY FEE TO ANOTHER SCHOOL
MACRAE PRODUCTIONS	428.00	"Freaky Friday" supplies
MONTGOMERY COUNTY FAMILY YMCA	216.00	Tennis Court Fees 4/12/21 - 4.5 hrs X
MOUSYNDIXON LLC	2,218.00	DRAMA SUPPLIES
NASSP	95.00	STUDENT ENTRY-REGISTR/MS STUDENT COUNCIL
PALOMA POWER	500.00	choreography for musical -invoice #001
PLUM CREEK CUSTOMS	2,195.00	SUPPLIES/MS STUDENT COUNCIL
RIEMAN MUSIC DES MOINES	150.00	EQUIPMENT/MS MARCHING MUSTANGS
ROCSTOP - WHITEHILLS	718.12	concession supplies
SIDNEY CSD	80.00	ENTRY FEE TO ANOTHER SCHOOL
SOUTHWEST DISTRICT FFA	110.00	REGISTRATION/FFA
SOUTHWEST VALLEY SCHOOL	90.00	ENTRY FEE TO ANOTHER SCHOOL
Fund Number 21	<u>13,696.49</u>	
Checking Account ID 40	<u>13,696.49</u>	

First Name	Last Name	Organization	Start Date	End Date	Name of Fundraiser	What specific funds will be used for	Percentage of profit	Population
Liz	Skillern	BPA	5/1/2021	5/18/2021	Tastefully Simple	Trips, meals, conference costs	30%	Staff or General Public

Department of Management
Form S-A Publication

NOTICE OF PUBLIC HEARING
Shenandoah School District
AMENDMENT OF CURRENT BUDGET
FISCAL YEAR 2020/2021

Date of Public Hearing: May 10, 2021

Time of Public Hearing: 5:00 PM

Shenandoah Community School District, Board Room
304 W Nishna Road, Shenandoah, IA 51601

Location of Public Hearing:
The Board of Directors will conduct a public hearing at the above-noted time and place for the purpose of amending the current school budget by changing estimates of expenditures in the following areas by the following amounts:

Area	From	To	Reasons
Instruction	9,246,000	9,500,000	Staff and Supplies due to COVID
Total Support Services	5,378,000	5,700,000	Staff, Supplies, and Technology due to COVID
Noninstructional Programs	750,000	825,000	Staff and Supplies due to COVID
Total Other Expenditures	5,352,336		

This change in estimates of expenditures will be financed from increased receipts and balances not budgeted or considered in the current budget. There will be no increase in taxes to be paid in the fiscal year ending June 30, 2021. At the hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed amendment. A detailed statement of additional receipts other than taxes, balances on hand at the close of the preceding fiscal year, and proposed expenditures, both past and anticipated, will be available at the hearing.

**Shared Personnel Agreement
With the
Shenandoah Community School District and the South Page School District**

This Agreement made and entered into the 1st day of July, 2021, by and between the Shenandoah Community School District (Shenandoah) and the South Page Community School District (South Page).

WHEREAS, Shenandoah and South Page seek a cooperative agreement to share the services of a School Business Official; and

WHEREAS, Shenandoah and South Page are public school districts organized and existing under laws of the State of Iowa; and

WHEREAS, two or more school districts may jointly employ and share the services of school personnel pursuant to Iowa Code section 280.15; and

WHEREAS, Shenandoah and South Page believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a School Business Official position when such agreement will be to their mutual advantage.

NOW, THEREFORE, Shenandoah Board of Directors and South Page's Board of Directors agree as follows:

1. School Business Official will provide services as a School Business Official during the 2021-2022 school year for Shenandoah. Shenandoah shall issue School Business Official an employment contract, and shall be deemed the employer for purposes of rights and obligations under Iowa law, and for purposes of compliance with federal and state laws relating to employment and employment benefits, subject to contributions by South Page pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of Shenandoah.
2. School Business Official's services as a School Business Official will be shared by Shenandoah with South Page. The details of School Business Official's assignment between Shenandoah and South Page will be determined jointly by Shenandoah and South Page. School Business Official's duties and responsibility in each school district will be determined and assigned by the superintendents of Shenandoah and South Page. The responsibility for the evaluation of School Business Official's performance shall remain with Shenandoah, pursuant to its established procedures. Shenandoah's personnel policies shall apply to and govern the School Business Official's conduct and performance.
3. Shenandoah and South Page each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.
4. School Business Official will devote 80% of her time to Shenandoah and 20% of her time to South Page. Time away from the school districts including professional development, sick leave, and vacation leave, will be allocated in the same manner as the percentages above. Shenandoah will bill South Page at the end of the first semester and at the end of the second semester for wages, benefits, travel, professional development, etc.

5. If at any time School Business Official's employment with Shenandoah is terminated, South Page shall not be obligated to pay any more than the agreed amount of employee costs, listed in Paragraph 3, for those actual days of service performed by School Business Official. This amount shall be prorated to consider actual hours worked.
6. This Agreement shall automatically terminate on June 30, 2022 or upon mutual agreement by both parties. Each party shall notify the other of its intent to continue this Agreement by April 30, 2022, and if the parties mutually agree to continue this Agreement for another school year, a new agreement will be developed for the 2022-2023 school year consistent with the intent and agreement of the parties.
7. This agreement contains the entire understanding between Shenandoah and South Page and cannot be changed or terminated orally but only by an agreement in writing signed by Shenandoah and South Page.
8. Should any paragraph or provision of this agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provisions of this agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

IN WITNESS WHEREOF, this instrument is executed by Shenandoah's and South Page's respective officers on the dates as hereinafter stated.

President, Board of Directors
Shenandoah Community School District

Date

President, Board of Directors
South Page Community School District

Date

CONTRACT AGREEMENT
Shenandoah Community School District and Sidney Community School District
Shared Automotive Teaching Position

This contract is entered into between the Board of Education of Shenandoah Community School District, State of Iowa and the Board of Education of the Sidney Community School District, State of Iowa.

Travel costs and any other costs related to performance of duties related to the shared agreement will be shared on a 50%-50% basis.

The Sidney Community School District will provide the following services to the Shenandoah Community School District:

Automotive Teaching Position: 50%-50% Basis

The Sidney Community School District will administer the employment contract in accordance with the current agreement with the Sidney Education Association and Sidney School Board Policies.

The Sidney Community School District will bill the Shenandoah Community School District after the completion of the first and second semesters for the Automotive Teaching Position costs during the 2021-2022 school year.

President or Designee
Shenandoah Community School District _____

Date _____

President or Designee
Sidney Community School District Alicia Ethernan

Date 4.13.2021

2021-2022 28E SHARING CONTRACT – ELL TEACHER

(Shenandoah and Clarinda Community School Districts)

Pursuant to the provisions of Chapter 28E and Section 280.15 of the Code of Iowa, this agreement is entered into between Shenandoah Community School District and Clarinda Community School District.

In consideration of the mutual obligation expressed below, the parties agree as follows:

1. Shenandoah shall hold the explicit contract with the ELL teacher.
2. Shenandoah shall be the governing agent of the ELL teacher.
3. The ELL Teacher shall be guided by the Shenandoah Master Agreement for purposes of this agreement.
4. ELL Teacher will devote .625 FTE to Shenandoah Community School District and .375 FTE to Clarinda Community School District. Transportation is reflected in a separate estimated amount.
5. Time away from the school districts include professional development, sick leave and personal leave, etc. will be allocated in the same manner as the percentages above.
6. Shenandoah Community School District will bill Clarinda Community School District at the end of the first and the end of second semester.
7. This contract shall automatically terminate on June 30, 2022 or upon mutual agreement by both parties. Each party shall notify the other of its intent to continue this Agreement by March 31, 2022, and if the parties mutually agree to continue this Agreement for another school year, a new agreement will be developed for the 2022-2023 school year consistent with the intent and agreement of the parties.

Salary (189 days)			\$67,024.00
Social Security/Medicare (FICA)			\$5,127.34
IPERs			\$6,327.07
Est. Insurance Benefits			\$8,441.28
		Total	\$86,919.69
Est. Transportation (Shenandoah/Clarinda – Shared (18 miles one way @ federal rate)			\$1,905.12
		Shenandoah Total:	\$55,515.51
		Clarinda Total:	\$33,309.30
			\$88,824.81

The terms of this contract are for one hundred eighty-nine (189) days, commencing August 16, 2021 and terminating June 30, 2022.

President, Board of Directors/Date
Shenandoah Community School District

Superintendent/Date
Shenandoah Community School District

President, Board of Directors/Date
Clarinda Community School District

Superintendent/Date
Clarinda Community School District

Memorandum of Understanding (MOA)

between

The Shenandoah Community School District Board of Directors

and

The Fremont Mills Community School District

This MEMORANDUM OF AGREEMENT between the Shenandoah Community School District, hereinafter referred to as the District, represented by its Board of Directors, and Fremont Mills Community School District, represented by its Board Of Directors

Recognizes the importance of establishing a government to government relationship that fosters mutual understanding, shared responsibilities and a commitment to working together for the improvement of student learning.

THIS AGREEMENT is hereby made and entered into by the District, and Fremont Mills Community School District to provide instructional services and programs for the students referred for IWCC Medical Terminology, Introduction to Health Occupations, CPA and First Aid in the workplace, and/or CNA Class (es). The receiving agency shall retain the right to limit enrollment.

The cost of the above services shall be paid by the undersigned sending agency and shall be determined by the following formula. First establishing an equivalent FTE and supplemental weighting implied by taking the weighting factor of the class times the Districts FTE times the district maximum tuition cost establishing by the Department of Education for the fiscal year. Second establishing the cost of the class per student by determining the district's instructor's cost per hour diem inclusive of salary and benefits, committed hours per class plus any supplies or materials provided, divided by total students being served. Third the IWCC cost of tuition for the attending student.

This agreement is for the 2021-2022 school year.

Signed: _____
Board President or Authorized Designee (Receiving Agency)

Date

Signed: _____
Board President or Authorized Designee (Sending Agency)

Date

Contract Change Order

To: Darren Koehn, Owner
Big Sky Ent. dba K2 Electric
1405 Bluegrass Road
Red Oak, IA 51566

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: **CM-19903-05**
Change Order: 1
Date: 5/12/2020
Job/Phase/CC: 19-903 / / 21-005

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

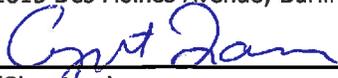
CR1 Lights above D115

Change Request	Description	Amount
1	K2 - Lights above D115. RFI 8.	\$733.82

The original Contract Amount was	\$796,000.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$796,000.00
The Contract shall be changed by this Change Order in the amount of	\$733.82
The new Contract Amount including this Change Order is	\$796,733.82
The Contract Time shall be unchanged.	

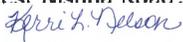
NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

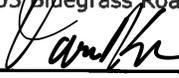
Cindy L. Larson, Project Manager 5/12/2020
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)

Kerri L. Nelson 5/19/2020
By Date

CONTRACTOR:
Big Sky Ent. dba K2 Electric
1405 Bluegrass Road, Red Oak, IA 51566


(Signature)

Darren Koehn 5-14-20
By Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106


(Signature)

Michael J Kros 5/19/2020
By Date

Contract Change Order

To: Darren Koehn, Owner
Big Sky Ent. dba K2 Electric
1405 Bluegrass Road
Red Oak, IA 51566

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: **CM-19903-05**
Change Order: **2**
Date: 5/12/2020
Job/Phase/CC: 19-903 / / 21-005

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR2 FCS B119 Electrical (PR203)

Phase 2 Scope

Change Request	Description	Amount
2	K2 - FCS B119 Electrical. PR203	\$12,670.90

The original Contract Amount was	\$796,000.00
Net change by previously authorized Change Orders	\$733.82
The Contract Amount prior to this Change Order was	\$796,733.82
The Contract shall be changed by this Change Order in the amount of	\$12,670.90
The new Contract Amount including this Change Order is	\$809,404.72
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

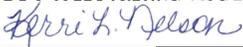
Cindy L. Larson, Project Manager 5/12/2020
By Date

CONTRACTOR:
Big Sky Ent. dba K2 Electric
1405 Bluegrass Road, Red Oak, IA 51566


(Signature)

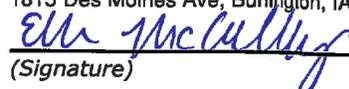
Darren Koehn 5-14-20
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)

Kerri L. Nelson 5/19/2020
By Date

ARCHITECT/ENGINEER:
Carl A. Nelson & Co.
1815 Des Moines Ave, Burlington, IA 52601


(Signature)

Ellen McCulley, Architect 5/12/2020
By Date

Contract Change Order

To: Darren Koehn, Owner
 Big Sky Ent. dba K2 Electric
 1405 Bluegrass Road
 Red Oak, IA 51566

Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: CM-19903-05
Change Order: 3
Date: 5/15/2020
Job/Phase/CC: 19-903 / / 21-005

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

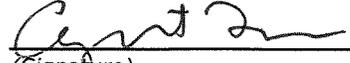
CR11: Gym Lights

Change Request	Description	Amount
11	Phase 1: New perimeter gym lights and one new outlet. PR005 K2 - Gym lights around perimeter. PR005	\$9,140.37

The original Contract Amount was	\$796,000.00
Net change by previously authorized Change Orders	\$13,404.72
The Contract Amount prior to this Change Order was	\$809,404.72
The Contract shall be changed by this Change Order in the amount of	\$9,140.37
The new Contract Amount including this Change Order is	\$818,545.09
The Contract Time shall be unchanged.	

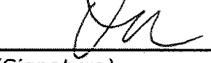
NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601


 (Signature)

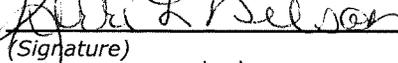
Cindy L. Larson, Project Manager 5/15/2020
 By Date

CONTRACTOR:
 Big Sky Ent. dba K2 Electric
 1405 Bluegrass Road, Red Oak, IA 51566


 (Signature)

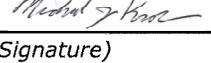
Darren Koehn 5-18-20
 By Date

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601


 (Signature)

Kerri L. Nelson 5-18-2020
 By Superintendent Date

ARCHITECT/ENGINEER:
 DLR Group
 6457 Frances Street, Suite 200, Omaha, NE 68106


 (Signature)

Michael J Kros 5/20/2020
 By Date

Contract Change Order

To: Darren Koehn, Owner
 Big Sky Ent. dba K2 Electric
 1405 Bluegrass Road
 Red Oak, IA 51566

Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: **CM-19903-05**
Change Order: 4
Date: 5/19/2020
Job/Phase/CC: 19-903 / / 21-005

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR18 Cover plates over j-box from demo'd speakers (PR206)

Change Request	Description	Amount
18	Phase 2: Demo'd speaker j-box face plates (PR206) Install 33 cover plates over j-box from demo'd speakers (PR206)	\$1,241.13

The original Contract Amount was	\$796,000.00
Net change by previously authorized Change Orders	\$22,545.09
The Contract Amount prior to this Change Order was	\$818,545.09
The Contract shall be changed by this Change Order in the amount of	\$1,241.13
The new Contract Amount including this Change Order is	\$819,786.22
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601



 (Signature)

Cindy L. Larson, Project Manager 5/19/2020
 By _____ Date

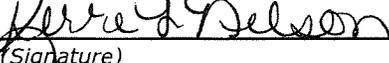
CONTRACTOR:
 Big Sky Ent. dba K2 Electric
 1405 Bluegrass Road, Red Oak, IA 51566



 (Signature)

Darren Koehn 5-20-20
 By _____ Date

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601



 (Signature)

Herri L. Nelson 6/1/2020
 By _____ Date

Contract Change Order

To: Darren Koehn, Owner
Big Sky Ent. dba K2 Electric
1405 Bluegrass Road
Red Oak, IA 51566

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: **CM-19903-05**
Change Order: 6
Date: 5/25/2020
Job/Phase/CC: 19-903 / / 21-005

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR21 Raise Conduits in B140 (RFI 40), ~~CR24 Power to relocated chiller (5/14 Minutes)~~

DL

Change Request	Description	Amount
21	Phase 1: Raising conduit in B140 (RFI 40) Raising conduit and junction boxes in B140 (RFI 40)	\$656.37

The original Contract Amount was	\$796,000.00
Net change by previously authorized Change Orders	\$37,675.91
The Contract Amount prior to this Change Order was	\$833,675.91
The Contract shall be changed by this Change Order in the amount of	\$656.37
The new Contract Amount including this Change Order is	\$834,332.28
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601

Cindy L. Larson
(Signature)

Cindy L. Larson, Project Manager 5/25/2020
By Date

CONTRACTOR:
Big Sky Ent. dba K2 Electric
1405 Bluegrass Road, Red Oak, IA 51566

Darren Koehn
(Signature)

By *Darren Koehn* 5-26-20
Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601

Kennel Nelson
(Signature)

By *Kennel Nelson* 5/25/2020
By *Superintendent* Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106

Michael J. Kros
(Signature)

By Mike Kros 5/28/2020
By Date

Contract Change Order

To: Darren Koehn, Owner
 Big Sky Ent. dba K2 Electric
 1405 Bluegrass Road
 Red Oak, IA 51566

Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: **CM-19903-05**
Change Order: 7
Date: 6/13/2020
Job/Phase/CC: 19-903 / / 21-005

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR028 New Data/Comm D119 (RFI52)

Change Request	Description	Amount
28	Phase 1: Data closet in D119 (RFI 52) Dedicated 20-amp circuit, receptacle, and grounding. (RFI 52)	\$873.75

The original Contract Amount was	\$796,000.00
Net change by previously authorized Change Orders	\$38,332.28
The Contract Amount prior to this Change Order was	\$834,332.28
The Contract shall be changed by this Change Order in the amount of	\$873.75
The new Contract Amount including this Change Order is	\$835,206.03
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601

Cyndy Larson

 (Signature)

Cyndy L. Larson, Project Manager 6/13/2020
 By _____ Date

CONTRACTOR:
 Big Sky Ent. dba K2 Electric
 1405 Bluegrass Road, Red Oak, IA 51566

DK

 (Signature)

Darren Koehn 6-15-20
 By _____ Date

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601

Kerrin Nelson

 (Signature)

Kerrin Nelson 6-15-2020
 By _____ Date

ARCHITECT/ENGINEER:
 DLR Group
 6457 Frances Street, Suite 200, Omaha, NE 68106

Michael Kros

 (Signature)

Mike Kros, 6/15/2020
 By _____ Date

Contract Change Order

To: Darren Koehn
Big Sky Ent. dba K2 Electric
1405 Bluegrass Road
Red Oak, IA 51566

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-05
Change Order: 8
Date: 6/25/2020
Job/Phase/CC: 19-903 / / 21-005

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR034 Dedicated service to B143(RFI56), CR035 Power for Admin (PR011), CR31R Wheelchair Lift (RFI 25)

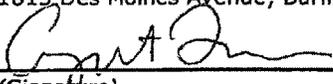
Change Request	Description	Amount
31R	Phase 1: Wheelchair lift power (RFI 25) Relocate power and disconnect switch for wheelchair lift. (RFI 25)	\$1,844.76
34	Phase 1: Dedicated 30 amp Service for B143 (RFI56) Dedicated 30 amp Service for B143 (RFI56)	\$676.26
35	Phase 1: Power and data for Admin. Office (RFI 12, PR011) Add two power outlets and two data outlets (RFI 12, PR011)	\$1,142.60
Total:		\$3,663.62

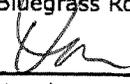
The original Contract Amount was	\$796,000.00
Net change by previously authorized Change Orders	\$39,206.03
The Contract Amount prior to this Change Order was	\$835,206.03
The Contract shall be changed by this Change Order in the amount of	\$3,663.62
The new Contract Amount including this Change Order is	\$838,869.65
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601

CONTRACTOR:
Big Sky Ent. dba K2 Electric
1405 Bluegrass Road, Red Oak, IA 51566


(Signature)

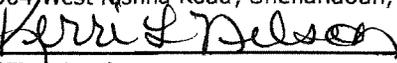

(Signature)

Cindy L. Larson, Project Manager 6/25/2020
By _____ Date

6-29-20
By Darren Koehn Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106


(Signature)


(Signature)

Kern L. Nelson 6/28/2020
By _____ Date

Mike Kros, 6/26/2020
By _____ Date

Contract Change Order

To: Darren Koehn, Owner
Big Sky Ent. dba K2 Electric
1405 Bluegrass Road
Red Oak, IA 51566

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-05
Change Order: 9
Date: 7/11/2020
Job/Phase/CC: 19-903 / / 21-005

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

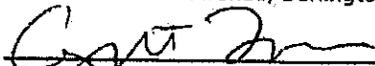
CR33 Guidance/Teacher (PR213)

Change Request	Description	Amount
33	Phase 2: Teacher Lounge/Guldance Counselor Relocation (PR213) Relocate power outlet. (PR213)	\$151.18

The original Contract Amount was	\$796,000.00
Net change by previously authorized Change Orders	\$42,869.65
The Contract Amount prior to this Change Order was	\$838,869.65
The Contract shall be changed by this Change Order in the amount of	\$151.18
The new Contract Amount including this Change Order is	\$839,020.83
The Contract Time shall be unchanged.	

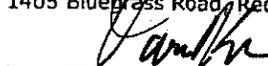
NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

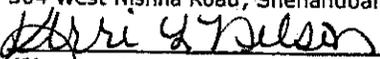
Cindy L. Larson, Project Manager 7/11/2020
By Date

CONTRACTOR:
Big Sky Ent. dba K2 Electric
1405 Bluegrass Road, Red Oak, IA 51566


(Signature)

Darren Koehn 7-27-20
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)

Kemi L Nelson 8-3-2020
By Date
Superintendent

Contract Change Order

To: Darren Koehn, Owner
 Big Sky Ent. dba K2 Electric
 1405 Bluegrass Road
 Red Oak, IA 51566

Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: CM-19903-05
Change Order: 10
Date: 7/17/2020
Job/Phase/CC: 19-903 / / 21-005

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

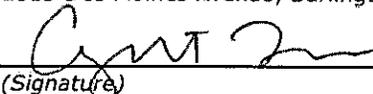
CR44 Ceiling in C126 (PR15)

Change Request	Description	Amount
44	Phase 1: Change Ceiling in C126 from hard ceiling to acoustical ceiling for access (PR15). Change surface mounted fixtures to troffer lights (PR15)	\$404.55

The original Contract Amount was	\$796,000.00
Net change by previously authorized Change Orders	\$43,020.83
The Contract Amount prior to this Change Order was	\$839,020.83
The Contract shall be changed by this Change Order in the amount of	\$404.55
The new Contract Amount including this Change Order is	\$839,425.38
The Contract Time shall be unchanged.	

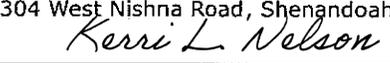
NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601


 (Signature)

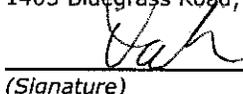
Cindy L. Larson, Project Manager 7/17/2020
 By Date

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601


 (Signature)

Kerri L. Nelson 7/27/2020
 By Date

CONTRACTOR:
 Big Sky Ent. dba K2 Electric
 1405 Bluegrass Road, Red Oak, IA 51566


 (Signature)

Darren Koehn 7-20-20
 By Date

ARCHITECT/ENGINEER:
 DLR Group
 6457 Frances Street, Suite 200, Omaha, NE 68106


 (Signature)

Mike Kros, 7/20/2020
 By Date

Contract Change Order

To: Darren Koehn, Owner
Big Sky Ent. dba K2 Electric
1405 Bluegrass Road
Red Oak, IA 51566

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: **CM-19903-05**
Change Order: 11
Date: 8/26/2020
Job/Phase/CC: 19-903 / / 21-005

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

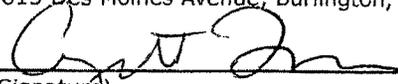
CR 30R Secure Entry

Change Request	Description	Amount
30R	Phase 1 and 2: Secure Entry (PR002, PR002R, and PR214) New power outlets and new conduit and wiremold and j-boxes for electrified door hardware and data outlets. (PR002 and PR002R)	\$1,006.01

The original Contract Amount was	\$796,000.00
Net change by previously authorized Change Orders	\$43,425.38
The Contract Amount prior to this Change Order was	\$839,425.38
The Contract shall be changed by this Change Order in the amount of	\$1,006.01
The new Contract Amount including this Change Order is	\$840,431.39
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

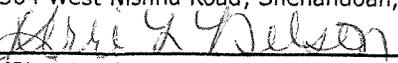
Cindy L. Larson, Project Manager 8/26/2020
By Date

CONTRACTOR:
Big Sky Ent. dba K2 Electric
1405 Bluegrass Road, Red Oak, IA 51566


(Signature)

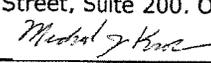
Darren Koehn, Owner 8-27-20
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)

Kerri Nelson 9/9/20
By Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106


(Signature)

Mike Kros, 8/31/2020
By Date

Contract Change Order

To: Darren Koehn, Owner
Big Sky Ent. dba K2 Electric
1405 Bluegrass Road
Red Oak, IA 51566

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-05
Change Order: 12
Date: 9/8/2020
Job/Phase/CC: 19-903 / / 21-005

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

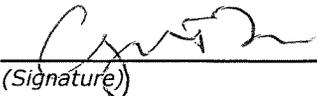
CR56 Blank Cover Plates; CR59 Kitchen Ceiling Tiles

Change Request	Description	Amount
56	Phase 2: Blank Cover Plates Misc. blank cover plates though-out the school	\$192.99
59	Phase 1: Kitchen Ceiling Tiles Kitchen Ceiling Tiles	\$(66.88)
Total:		\$126.11

The original Contract Amount was	\$796,000.00
Net change by previously authorized Change Orders	<u>\$44,431.39</u>
The Contract Amount prior to this Change Order was	\$840,431.39
The Contract shall be changed by this Change Order in the amount of	<u>\$126.11</u>
The new Contract Amount including this Change Order is	\$840,557.50
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature) 9/9/20

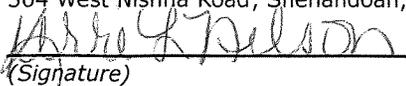
Cindy L. Larson, Project Manager 9/8/2020
By Date

CONTRACTOR:
Big Sky Ent. dba K2 Electric
1405 Bluegrass Road, Red Oak, IA 51566


(Signature)

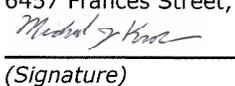
Darren Koehn 9-17-20
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature) 9/9/2020

Kerri Nelson 9/9/20
By Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106


(Signature)

Mike Kros, 9/21/2020
By Date

Contract Change Order

To: Darren Koehn, Owner
 Big Sky Ent. dba K2 Electric
 1405 Bluegrass Road
 Red Oak, IA 51566

Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: CM-19903-05
Change Order: 13
Date: 9/28/2020
Job/Phase/CC: 19-903 / / 21-005

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

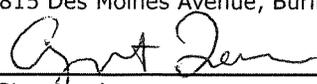
CR67 FCS Hood by-pass (RFI 70)

Change Request	Description	Amount
67	Phase 1: FCS Hood timer by-pass (RFI 70) T&M to by-pass five (5) hood timers in FCS (RFI 70)	\$330.88

The original Contract Amount was	\$796,000.00
Net change by previously authorized Change Orders	\$44,557.50
The Contract Amount prior to this Change Order was	\$840,557.50
The Contract shall be changed by this Change Order in the amount of	\$330.88
The new Contract Amount including this Change Order is	\$840,888.38
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601


 (Signature) 9/28/2020

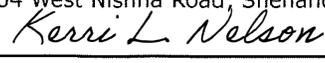
Cindy L. Larson, Project Manager 9/28/2020
 By Date

CONTRACTOR:
 Big Sky Ent. dba K2 Electric
 1405 Bluegrass Road, Red Oak, IA 51566


 (Signature)

Darren Koehn 9-29-20
 By Date

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601


 (Signature)

Kerri Nelson 9-30-2020
 By Date

ARCHITECT/ENGINEER:
 DLR Group
 6457 Frances Street, Suite 200, Omaha, NE 68106


 (Signature)

Mike Kros, 9/30/2020
 By Date

CARL A. NELSON & CO.

NELSON

Design-Builder | Construction Manager | General Contractor

1815 Des Moines Avenue
Burlington, IA 52601

main (319) 754-8415
fax (319) 753-2208

www.carlanelsonco.com

Contract Change Order

To: Darren Koehn, Owner
Big Sky Ent. dba K2 Electric
1405 Bluegrass Road
Red Oak, IA 51566

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-05
Change Order: 14
Date: 11/4/2020
Job/Phase/CC: 19-903 / / 21-005

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR55 Chiller Conduit Repair

Change Request	Description	Amount
55	Phase 1: Chiller Conduit Repair Chiller Conduit Repair	\$4,130.21

The original Contract Amount was	\$796,000.00
Net change by previously authorized Change Orders	\$44,888.38
The Contract Amount prior to this Change Order was	\$840,888.38
The Contract shall be changed by this Change Order in the amount of	\$4,130.21
The new Contract Amount including this Change Order is	\$845,018.59
The Contract Time shall be unchanged.	

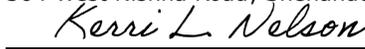
NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

Cindy L. Larson, Project Manager 11/4/2020
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)

Superintendent 11/12/2020
By Date

CONTRACTOR:
Big Sky Ent dba K2 Electric
1405 Bluegrass Road, Red Oak, IA 51566


(Signature)

Darren Koehn 10-4-20
By Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106


(Signature)

Mike Kros, 11/9/2020
By Date

Contract Change Order

To: Nathan Naug, Principal
 Control Management, Inc.
 8421 29th Street
 Omaha, NE 68112

Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: **CM-19903-04**
Change Order: 1
Date: 5/15/2020
Job/Phase/CC: 19-903 / / 21-004

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR10: AHU Valves (PR004)

Change Request	Description	Amount
10	Phase 1: New AHU 1-7, 3-way control valves (PR004) AHU 1-7 Valves (providing valves and control wiring labor) (PR004)	\$7,334.00

The original Contract Amount was	\$197,264.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$197,264.00
The Contract shall be changed by this Change Order in the amount of	\$7,334.00
The new Contract Amount including this Change Order is	\$204,598.00
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601

Carl A. Nelson

 (Signature)

Cindy L. Larson, Project Manager 5/15/2020
 By _____ Date _____

CONTRACTOR:
 Control Management, Inc.
 8421 29th Street, Omaha, NE 68112

Nathan Naug

 (Signature)

Nathan Naug, Principal 5/20/20
 By _____ Date _____

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601

Carl A. Nelson

 (Signature)

Kern L. Nelson 5-18-2020
 By _____ Date _____

ARCHITECT/ENGINEER:
 DLR Group
 6457 Frances Street, Suite 200, Omaha, NE 68106

Michael J. Koss

 (Signature)

5/20/2020
 By _____ Date _____

Contract Change Order

To: Nathan Haug, Principal
 Control Management, Inc.
 8421 29th Street
 Omaha, NE 68112

Project: 19-903 SCSH-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: **CM-19903-04**
 Change Order: 2
 Date: 7/11/2020
 Job/Phase/CC: 19-903 / / 21-004

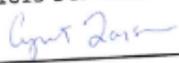
The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

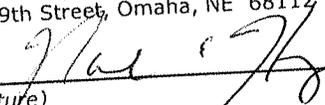
CR39 UV4 Valves (RFI 55)

Change Request	Description	Amount
39	Phase 1: UV-4 Valves in B124 and B128 (RFI 55) Provide new valves for UV4 in B124 and B128 (RFI 55)	\$341.00

The original Contract Amount was	\$197,264.00
Net change by previously authorized Change Orders	\$7,334.00
The Contract Amount prior to this Change Order was	\$204,598.00
The Contract shall be changed by this Change Order in the amount of	\$341.00
The new Contract Amount including this Change Order is	\$204,939.00
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601

 (Signature)
 Cindy L. Larson, Project Manager 7/11/2020
 By Date

CONTRACTOR:
 Control Management, Inc.
 8421 29th Street, Omaha, NE 68112

 (Signature)
 Nathaniel E. Haug, Principle 7/16/20
 By Date

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601

 (Signature)
 Carl A. Nelson 7-13-2020
 By Date

ARCHITECT/ENGINEER:
 DLR Group
 6457 Frances Street, Suite 200, Omaha, NE 68106

 (Signature)
 Mike Kros, 7/27/2020
 By Date

Contract Change Order

To: Nathan Haug, Principal
Control Management, Inc.
8421 29th Street
Omaha, NE 68112

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-04
Change Order: 3
Date: 9/8/2020
Job/Phase/CC: 19-903 / / 21-004

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

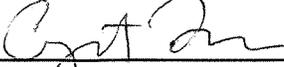
CR 54R Dehumidification Program (RFI 65); CR59 Kitchen Ceiling Tiles

Change Request	Description	Amount
54R	Phase 1: Dehumidification Programming (RFI 65) Dehumidification Programming (RFI 65)	\$1,275.00
59	Phase 1: Kitchen Ceiling Tiles Kitchen Ceiling Tiles	\$(66.88)
Total:		\$1,208.12

The original Contract Amount was	\$197,264.00
Net change by previously authorized Change Orders	\$7,675.00
The Contract Amount prior to this Change Order was	\$204,939.00
The Contract shall be changed by this Change Order in the amount of	\$1,208.12
The new Contract Amount including this Change Order is	\$206,147.12
The Contract Time shall be increased by 5 calendar days.	
The date of Substantial Completion as of the date of this Contract Change Order therefore is	9/16/2020

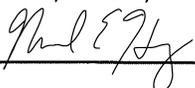
NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601

 9/9/2020
(Signature)

Cindy L. Larson, Project Manager 9/8/2020
By Date

CONTRACTOR:
Control Management, Inc.
8421 29th Street, Omaha, NE 68112

 9/16/2020
(Signature)

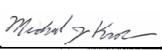
Nathaniel E Haug 9/16/2020
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601

 9-9-2020
(Signature)

Kerri Nelson 9-9-20
By Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106

 9/21/2020
(Signature)

Mike Kros, 9/21/2020
By Date

Contract Change Order

To: Nathan Haug, Principal
Control Management, Inc.
8421 29th Street
Omaha, NE 68112

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-04
Change Order: 4
Date: 9/21/2020
Job/Phase/CC: 19-903 / / 21-004

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

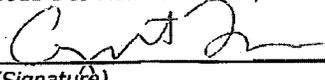
CR62 Sequence of Operation AHU 7 (RFI68)

Change Request	Description	Amount
62	Phase 1: Programming AHU-7 Kitchen (RFI 68) Programming controls for AHU 7 to account for Kitchen Hood (RFI 68)	\$1,397.00

The original Contract Amount was	\$197,264.00
Net change by previously authorized Change Orders	\$8,883.12
The Contract Amount prior to this Change Order was	\$206,147.12
The Contract shall be changed by this Change Order in the amount of	\$1,397.00
The new Contract Amount including this Change Order is	\$207,544.12
The Contract Time shall be unchanged.	

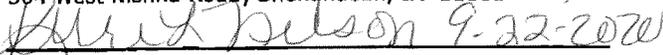
NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601

 9/21/2020
(Signature)

Cindy L. Larson, Project Manager 9/21/2020
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601

 9-22-2020
(Signature)

Kerri Nelson 9-22-2020
By Date

CONTRACTOR:
Control Management, Inc.
8421 29th Street, Omaha, NE 68112


(Signature)

Nathaniel E Haug, Principal 9/23/2020
By Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106


(Signature)

Mike Kros, 9/25/2020
By Date

Contract Change Order

To: Nathan Haug, Principal
 Control Management, Inc.
 8421 29th Street
 Omaha, NE 68112

Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: CM-19903-04
 Change Order: 5
 Date: 12/18/2020
 Job/Phase/CC: 19-903 / / 21-004

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR72 Reprogram FCUs (RFI 73)

Change Request	Description	Amount
72	Reprogramming FCU 39, 40, 41 and 42 (RFI 73)	
	Reprogram FCU 39, 40, 41, and 42 (RFI 73)	\$1,097.00

The original Contract Amount was	\$197,264.00
Net change by previously authorized Change Orders	\$10,280.12
The Contract Amount prior to this Change Order was	\$207,544.12
The Contract shall be changed by this Change Order in the amount of	\$1,097.00
The new Contract Amount including this Change Order is	\$208,641.12
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601

Carl A. Nelson
 (Signature)

Cindy L. Larson, Project Manager 12/18/2020
 By Date

CONTRACTOR:
 Control Management, Inc.
 8421 29th Street, Omaha, NE 68112

Nathaniel E Haug
 (Signature)

Nathaniel E Haug, Principal 12/21/20
 By Date

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601

Carl A. Nelson
 (Signature)

Superintendent 12-23-2020
 By Date

ARCHITECT/ENGINEER:
 DLR Group
 6457 Frances Street, Suite 200, Omaha, NE 68106

Michael Kros
 (Signature)

Mike Kros 12/18/2020
 By Date

CARL A. NELSON & CO.

NELSON

Design-BUILDER | Construction Manager | General Contractor

1815 Des Moines Avenue
Burlington, IA 52601

main (319) 754-8415
fax (319) 753-2208

www.carlanelsonco.com

Contract Change Order

To: Nathan Haug, Principal
Control Management, Inc.
8421 29th Street
Omaha, NE 68112

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-04
Change Order: 6
Date: 1/11/2021
Job/Phase/CC: 19-903 / / 21-004

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

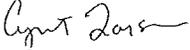
CR74 UV Snubber Replacements

Change Request	Description	Amount
74	Unit Ventilators - Snubber replacements (6) six arc suppressors for unit ventilators due to CMI wiring issue.	\$(972.00)

The original Contract Amount was	\$197,264.00
Net change by previously authorized Change Orders	\$11,377.12
The Contract Amount prior to this Change Order was	\$208,641.12
The Contract shall be changed by this Change Order in the amount of	\$(972.00)
The new Contract Amount including this Change Order is	\$207,669.12
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601



(Signature)

Cindy L. Larson, Project Manager 1/11/2021
By Date

CONTRACTOR:
Control Management, Inc.
8421 29th Street, Omaha, NE 68112



(Signature)

Nathaniel E Haug 2/12/21
By Date

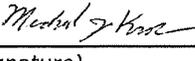
OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601



(Signature)

1/20/2021
By Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106



(Signature)

Mike Kros, 1/13/2021
By Date

WALLIN

Plumbing & Heating

Your Service Professionals Since 1986

1209 W. Ferguson Road
Shenandoah, IA 51601
712-246-4007

INVOICE

DATE	INVOICE #	CUST #
11/30/2020	0020204252	0005136

Remit payments to: 1100 E. Chestnut, Clarinda IA 51632

BILL TO:

Shenandoah Community Schools
304 W. Nishna Road
Shenandoah IA 51601

Location

Shenandoah Community Schools
304 Nishna Rd.
Shenandoah IA 51601

Backcharge to
CMI

P.O. NUMBER		TERMS	
		DUE ON RECPT	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT
6.00	Arc Suppressors # SPS00058	162.00	972.00
8.00	Actuator Valve - 24 Volt	167.52	1,340.16
TOTAL			\$2,312.16

Please remit all payments to Wallin Plumbing & Heating, Inc. 1100 E. Chestnut St. Clarinda, IA 51632

A service charge of 1.5% per month, 18% APR, with a minimum of \$5 will be added to all overdue accounts.

A late fee of \$20 will be added to all accounts unpaid for 90 days. Also liable for all legal and collection fees.

Change Request

To: Dr. Kerri Nelson, Superintendent
 Shenandoah Comm School Distric
 304 West Nishna Road
 Shenandoah, IA 51601
 Ph: (712)246-1581

Number: 74
Date: 1/11/21
Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA
Contract: 19903 SCSD-High School Renovation

Change Description: Unit Ventilators - Snubber replacements

The following are the Scope of Work, pricing and schedule for this Change Request:

Due to an issue with the unit ventilators' wiring, many of the unit ventilators were shorting out. Carl A. Nelson & Company requested CMI to provide their new wiring diagram for the unit ventilators several times including in the submittal on 4/29/2020, and via emails on 8/13/2020 and 9/17/2020 after problems were beginning to appear. As a result of CMI not acknowledging their wiring issue; the Owner replaced five (5) damaged snubbers (also referred to as "arc suppressors" in the attached invoice), in early November, prior to 11/12/2020. All of the Owner installed snubbers burned up again as a result of the incorrect wiring.

On 11/12/2020 the Owner gave the sixth snubber to CMI. CMI installed the sixth snubber after correcting the wiring problem. The snubber then worked. CMI acknowledged the wiring issue and snubber replacement was needed on the majority of the UVs including UV 10, 11, 13, 14, 15, 16, 18, 19, 21, 22, 23, 24, 29, 34, and 35. CMI did these repairs - material and labor at no cost to the Owner.

This change request is to collect the material cost for the six (6) snubbers purchased by the Owner prior to CMI's wiring repairs.

The total price change to complete this Change Request is..... \$(972.00)
 (Please refer to attached sheet for details.)

The schedule is not affected by this change.

This Change Request pricing and schedule are firm and subject to acceptance through January 19, 2021. After this date this Change Request pricing and schedule are subject to adjustment.

Submitted by: Cindy Larson, Carl A. Nelson & Company
 clarson@carlanelsonco.com
 (319)754-8415

Approved by: Kerri Nelson
 Date: 1/20/2021

Architect Approved by: Michael Kros
 Date: 1/13/2021

Cc: Rob Addy, Shenandoah Comm School Distric
 Mike Kros, DLR Group
 Tim Gilbert, DLR Group

Change Request 74 Price Breakdown
 Continuation Sheet

Change Description: Unit Ventilators - Snubber replacements

Description	Labor	Material	Equipment	Subcontract	Other	Price
Control Management, Inc.: (6) six arc suppressors for unit ventilators due to CMI wiring issue.				\$(972.00)		\$(972.00)
					Subtotal:	\$(972.00)
					Total:	\$(972.00)

WALLIN

Plumbing & Heating

Your Service Professionals Since 1986

1209 W. Ferguson Road
Shenandoah, IA 51601
712-246-4007

INVOICE

DATE	INVOICE #	CUST #
11/30/2020	0020204252	0005136

Remit payments to: 1100 E. Chestnut, Clarinda IA 51632

BILL TO:

Shenandoah Community Schools
304 W. Nishna Road
Shenandoah IA 51601

Location

Shenandoah Community Schools
304 Nishna Rd.
Shenandoah IA 51601

Backcharge to
CMI

P.O. NUMBER		TERMS	
		DUE ON RECPT	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT
6.00	Arc Suppressors # SPS00058	162.00	972.00
8.00	Actuator Valve - 24 Volt	167.52	1,340.16
TOTAL			\$2,312.16

Please remit all payments to Wallin Plumbing & Heating, Inc. 1100 E. Chestnut St. Clarinda, IA 51632

A service charge of 1.5% per month, 18% APR, with a minimum of \$5 will be added to all overdue accounts.

A late fee of \$20 will be added to all accounts unpaid for 90 days. Also liable for all legal and collection fees.

Contract Change Order

To: Mitch Holt, Project Executive
Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-01
Change Order: 1
Date: 5/12/2020
Job/Phase/CC: 19-903 / / 21-001

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR7: New Ceiling Tile in Kitchen. PR003

Phase 1 Change Order

Change Request	Description	Amount
7	Genesis. New ceiling tile for C106 Kitchen. PR003	\$454.41

The original Contract Amount was	\$847,000.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$847,000.00
The Contract shall be changed by this Change Order in the amount of	\$454.41
The new Contract Amount including this Change Order is	\$847,454.41
The Contract Time shall be unchanged.	

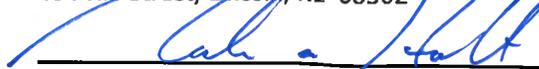
NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

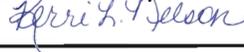
Cindy L. Larson, Project Manager 5/12/2020
By Date

CONTRACTOR:
Genesis Contracting Group
404 Hill Street, Lincoln, NE 68502


(Signature)

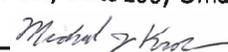
Mitch Holt, President 5/14/2020
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)

Kerri L. Nelson 5/19/2020
By Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106


(Signature)

Michael J. Kros 5/19/2020
By Date

Contract Change Order

To: Mitch Holt, Project Executive
Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-01
Change Order: 3
Date: 6/27/2020
Job/Phase/CC: 19-903 / / 21-001

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR30R Secure Entry (PR002), CR32 Door A100 (PR010), CR037 DOAS pad (PR013)

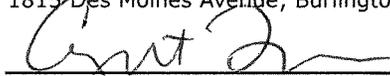
Change Request	Description	Amount
30R	Phase 1 :: Secure Entry (PR002, PR002R, and PR214) Demolish existing storefront, new hollow metal storefront, doors, and hardware, and stud wall. (PR002)	\$42,409.00
32	Phase 1: Door A100 hardware (PR010) Electrified hardware and installation for door A100. (PR010)	\$3,927.00
37	Phase 1: DOAS Layout (PR013) Increase mechanical pad size for the DOAS (PR013)	\$1,111.00
Total:		\$47,447.00

The original Contract Amount was	\$847,000.00
Net change by previously authorized Change Orders	\$2,911.41
The Contract Amount prior to this Change Order was	\$849,911.41
The Contract shall be changed by this Change Order in the amount of	\$47,447.00
The new Contract Amount including this Change Order is	\$897,358.41
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601

CONTRACTOR:
Genesis Contracting Group
404 Hill Street, Lincoln, NE 68502


(Signature)

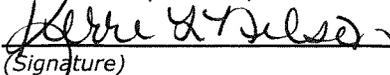

(Signature)

Cindy L. Larson, Project Manager 6/27/2020
By Date

Mitch Holt 7.2.2020
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106


(Signature)


(Signature)

Carl A. Nelson 6/28/2020
By Date

Mike Kros, 7/6/2020
By Date

Contract Change Order

To: Mitch Holt, Project Executive
 Genesis Contracting Group
 404 Hill Street
 Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: CM-19903-01
Change Order: 4
Date: 7/11/2020
Job/Phase/CC: 19-903 / / 21-001

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR37R2 Locker Room Door (PR014)

Door frame not grouted.

Change Request	Description	Amount
37R2	Phase 1: Replace Door C118A (PR014) Replace door, frame and hardware for C118A (PR014)	\$4,260.44

The original Contract Amount was	\$847,000.00
Net change by previously authorized Change Orders	\$50,358.41
The Contract Amount prior to this Change Order was	\$897,358.41
The Contract shall be changed by this Change Order in the amount of	\$4,260.44
The new Contract Amount including this Change Order is	\$901,618.85
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601

Cindy L. Larson

(Signature)

Cindy L. Larson, Project Manager 7/11/2020
 By Date

CONTRACTOR:
 Genesis Contracting Group
 404 Hill Street, Lincoln, NE 68502

Mitch Holt

(Signature)

Mitch Holt 7-13-2020
 By Date

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601

Carl A. Nelson

(Signature)

Kerri Nelson 7-13-2020
 By Date

ARCHITECT/ENGINEER:
 DLR Group
 6457 Frances Street, Suite 200, Omaha, NE 68106

Michael Kros

(Signature)

Mike Kros, 7/16/2020
 By Date

Contract Change Order

To: Mitch Holt, Project Executive
Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: **CM-19903-01**
Change Order: 5
Date: 7/17/2020
Job/Phase/CC: 19-903 / / 21-001

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR44 Ceiling change in C126 (PR15)

No cost change.

Change Request	Description	Amount
44	Phase 1: Change Ceiling in C126 from hard ceiling to acoustical ceiling for access (PR15). Change ceiling from hard ceiling to acoustical ceiling and grid (PR15)	\$0.00

The original Contract Amount was	\$847,000.00
Net change by previously authorized Change Orders	\$54,618.85
The Contract Amount prior to this Change Order was	\$901,618.85
The Contract shall be changed by this Change Order in the amount of	\$0.00
The new Contract Amount including this Change Order is	\$901,618.85
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

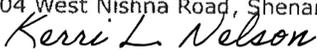
Cindy L. Larson, Project Manager 7/17/2020
By Date

CONTRACTOR:
Genesis Contracting Group
404 Hill Street, Lincoln, NE 68502


(Signature)

Mitch Holt 7.21.2020
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)

Kerri L. Nelson 7.24.2020
By Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106


(Signature)

Mike Kros July 23, 2020
By Date

Contract Change Order

To: Mitch Holt, Project Executive
Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-01
Change Order: 6
Date: 8/21/2020
Job/Phase/CC: 19-903 / / 21-001

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR 53 Urinal Screens (PR16)

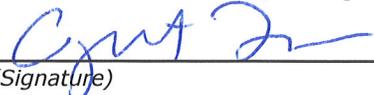
There will be a delay after approval for material to be delivered and installed.

Change Request	Description	Amount
53	Phase 1: Urinal Screens (PR16) Urinal Screens C124 and C128 (PR16)	\$941.00

The original Contract Amount was	\$847,000.00
Net change by previously authorized Change Orders	\$54,618.85
The Contract Amount prior to this Change Order was	\$901,618.85
The Contract shall be changed by this Change Order in the amount of	\$941.00
The new Contract Amount including this Change Order is	\$902,559.85
The Contract Time shall be unchanged.	

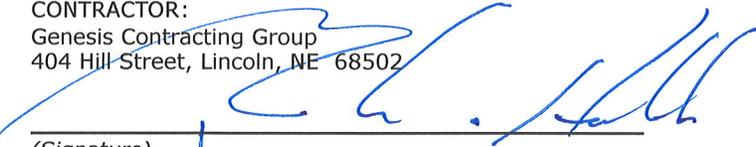
NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

Cindy L. Larson, Project Manager 8/21/2020
By Date

CONTRACTOR:
Genesis Contracting Group
404 Hill Street, Lincoln, NE 68502


(Signature)

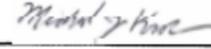
Mitch Holt 8.25.2020
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)

Ken L. Nelson 8-24-20
By Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200. Omaha, NE 68106


(Signature)

Mike Kros 8/26/2020
By Date

Contract Change Order

To: Mitch Holt, Project Executive
Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: **CM-19903-01**
Change Order: 7
Date: 9/22/2020
Job/Phase/CC: 19-903 / / 21-001

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

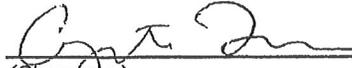
CR60 condensate pump, CR63 Panics for B100, CR66 fence post

Change Request	Description	Amount
60	Phase 1: Condensate Pump - AHU 6 Material cost back charge to replace condensate pump for AHU-6	\$(49.28)
63	Phase 1: Reusing B100 Panics for A100B Reusing B100 Panics for A100B	\$336.60
66	Phase 1: Chiller Fence Posts Taller fence posts for around the chiller.	\$267.75
Total:		\$555.07

The original Contract Amount was	\$847,000.00
Net change by previously authorized Change Orders	\$55,559.85
The Contract Amount prior to this Change Order was	\$902,559.85
The Contract shall be changed by this Change Order in the amount of	\$555.07
The new Contract Amount including this Change Order is	\$903,114.92
The Contract Time shall be unchanged.	

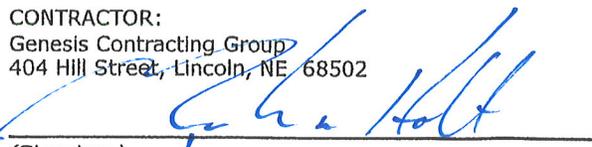
NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601

 9/22/2020
(Signature)

Cindy L. Larson, Project Manager 9/22/2020
By Date

CONTRACTOR:
Genesis Contracting Group
404 Hill Street, Lincoln, NE 68502

 (Signature)

Mitch Holt 9.22.2020
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601

 (Signature)

Kerri Nelson 9/22/2020
By Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106

 (Signature)

Mike Kros, 10/09/2020
By Date

Contract Change Order

To: Shea Lusero, Project Manager
 Rasmussen Mechanical Services
 3211 Nebraska Avenue
 Council Bluffs, IA 51501

Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: CM-19903-03
Change Order: 1
Date: 5/15/2020
Job/Phase/CC: 19-903 / / 21-003

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR10: AHU Valves (PR004)

Change Request	Description	Amount
10	Phase 1: New AHU 1-7, 3-way control valves (PR004) AHU Valves (Labor to install valves AHU 3-7) (PR004)	\$6,429.00

The original Contract Amount was	\$768,169.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$768,169.00
The Contract shall be changed by this Change Order in the amount of	\$6,429.00
The new Contract Amount including this Change Order is	\$774,598.00
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601

CONTRACTOR:
 Rasmussen Mechanical Services
 3211 Nebraska Avenue, Council Bluffs, IA 51501

Cindy L. Larson

 (Signature)

[Signature]

 (Signature)

Cindy L. Larson, Project Manager 5/15/2020
 By _____ Date

SHEA LUSERO, PROJ MANAGER 5/18/2020
 By _____ Date

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601

ARCHITECT/ENGINEER:
 DLR Group
 6457 Frances Street, Suite 200, Omaha, NE 68106

Carl A. Nelson

 (Signature)

Michael J. Kase

 (Signature)

Kern L. Nelson 5-18-2020
 By *Superintendent* Date

5/20/2020
 By _____ Date

Contract Change Order

To: Shea Lusero, Project Manager
 Rasmussen Mechanical Services
 3211 Nebraska Avenue
 Council Bluffs, IA 51501

Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: CM-19903-03
Change Order: 2
Date: 5/27/2020
Job/Phase/CC: 19-903 / / 21-003

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR2R FCS Plumbing (PR203 and PR203R1)

Change Request	Description	Amount
2R	Phase 2: B119 FCS Plumbing (PR203 & PR203R1) Rasmussen-Mechanical, plumbing, and roofing for FCS B119, B108, and D124 excluding excavation. Excavation to have GMP of \$10,665 in addition to this Change Order. (PR203 and PR203R1)	\$15,640.00

The original Contract Amount was	\$768,169.00
Net change by previously authorized Change Orders	\$6,429.00
The Contract Amount prior to this Change Order was	\$774,598.00
The Contract shall be changed by this Change Order in the amount of	\$15,640.00
The new Contract Amount including this Change Order is	\$790,238.00
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

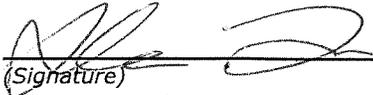
CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601



 (Signature)

Cindy L. Larson, Project Manager 5/27/2020
 By Date

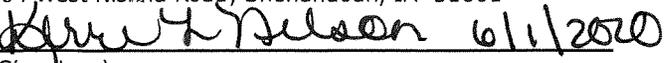
CONTRACTOR:
 Rasmussen Mechanical Services
 3211 Nebraska Avenue, Council Bluffs, IA 51501



 (Signature)

Shea Lusero 6/1/2020
 By Date

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601



 (Signature)

Carl A. Nelson 6/1/2020
 By Date

Contract Change Order

To: Shea Lusero, Project Manager
Rasmussen Mechanical Services
3211 Nebraska Avenue
Council Bluffs, IA 51501

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-03
Change Order: 4
Date: 6/9/2020
Job/Phase/CC: 19-903 / / 21-003

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR 25 Relocate pipes (RFI 41)

Change Request	Description	Amount
25	Phase 1: Relocate piping for ductwork in C116 (RFI 41) Relocating the 1 1/2" domestic water piping in C116 to make room for new DOAS ductwork. Reinsulate based on unit pricing at bid time. (RFI 41)	\$2,664.00

The original Contract Amount was	\$768,169.00
Net change by previously authorized Change Orders	\$22,444.00
The Contract Amount prior to this Change Order was	\$790,613.00
The Contract shall be changed by this Change Order in the amount of	\$2,664.00
The new Contract Amount including this Change Order is	\$793,277.00
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601

Cindy L. Larson 6/10/2020
(Signature)

Cindy L. Larson, Project Manager 6/9/2020
By Date

CONTRACTOR:
Rasmussen Mechanical Services
3211 Nebraska Avenue, Council Bluffs, IA 51501

Shea Lusero
(Signature)

Shea Lusero 6/11/2020
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601

Kennil L. Nelson
(Signature)

Kennil L. Nelson 6-15-2020
By Superintendent Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106

Mike Kros
(Signature)

Mike Kros, 6/22/2020
By Date

Contract Change Order

To: Shea Lusero, Project Manager
Rasmussen Mechanical Services
3211 Nebraska Avenue
Council Bluffs, IA 51501

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-03
Change Order: 5
Date: 6/13/2020
Job/Phase/CC: 19-903 / / 21-003

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR002R1 FCS Excavation (PR203)

Change Request	Description	Amount
2R1	Phase 2: Plumbing Excavation GMP (PR203) Excavation for center sink in FCS (PR203)	\$939.00

The original Contract Amount was	\$768,169.00
Net change by previously authorized Change Orders	\$25,108.00
The Contract Amount prior to this Change Order was	\$793,277.00
The Contract shall be changed by this Change Order in the amount of	\$939.00
The new Contract Amount including this Change Order is	\$794,216.00
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601

Cindy L. Larson

(Signature)

Cindy L. Larson, Project Manager 6/13/2020
By Date

CONTRACTOR:
Rasmussen Mechanical Services
3211 Nebraska Avenue, Council Bluffs, IA 51501

Shea Lusero

(Signature)

SHEA LUSERO, PROJ. 6/15/2020
By MANAGER Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601

Karl A. Nelson

(Signature)

Karl A. Nelson June 15 2020
By Superintendent Date

Contract Change Order

To: Shea Lusero, Project Manager
Rasmussen Mechanical Services
3211 Nebraska Avenue
Council Bluffs, IA 51501

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-03
Change Order: 6
Date: 6/27/2020
Job/Phase/CC: 19-903 / / 21-003

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

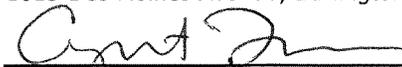
CR10R Install 3-Way Valves (PR004), CR30R Secure Entry (PR002), CR038 Uncrossing chiller loop lines.

Change Request	Description	Amount
10R	Phase 1: AHU1 & AHU2 3-Way Valves - Install only (PR004) Install two 3-way valves total, one on each AHU1 and AHU2 (PR004)	\$1,579.00
30R	Phase 1 and 2: Secure Entry (PR002, PR002R, and PR214) Duct sleeve for required fire rating. (PR002)	\$363.00
38	Phase 1: Chilled water loop reconnection Uncrossing the supply and return lines for the chilled water loop(s).	\$8,891.00
Total:		\$10,833.00

The original Contract Amount was	\$768,169.00
Net change by previously authorized Change Orders	\$26,047.00
The Contract Amount prior to this Change Order was	\$794,216.00
The Contract shall be changed by this Change Order in the amount of	\$10,833.00
The new Contract Amount including this Change Order is	\$805,049.00
The Contract Time shall be unchanged.	

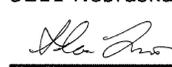
NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

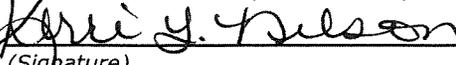
Cindy L. Larson, Project Manager 6/27/2020
By Date

CONTRACTOR:
Rasmussen Mechanical Services
3211 Nebraska Avenue, Council Bluffs, IA 51501


(Signature)

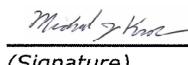
Shea Lusero, Project Manager 7/2/2020
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)

Kenil L. Nelson 6/28/2020
By Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106


(Signature)

Mike Kros, 7/6/2020
By Date

Contract Change Order

To: Shea Lusero, Project Manager
Rasmussen Mechanical Services
3211 Nebraska Avenue
Council Bluffs, IA 51501

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: **CM-19903-03**
Change Order: 8
Date: 7/31/2020
Job/Phase/CC: 19-903 / / 21-003

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

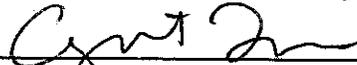
CR43 UV pipes in B134 (email); CR49 Washer drain in D124 (PR218)

Change Request	Description	Amount
43	Phase 1: UV chilled water piping in B134 (Paul Fisher email) Uncrossing hot and chilled water loop piping at UV in B134. (Paul Fisher email)	\$384.00
49	Phase 2: Special Ed washer drain repair and cabinet modification (PR218) D124 Special Ed - repair washer drain and install pipe through new cabinets. (PR218)	\$537.00
Total:		\$921.00

The original Contract Amount was	\$768,169.00
Net change by previously authorized Change Orders	\$37,619.00
The Contract Amount prior to this Change Order was	\$805,788.00
The Contract shall be changed by this Change Order in the amount of	\$921.00
The new Contract Amount including this Change Order is	\$806,709.00
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

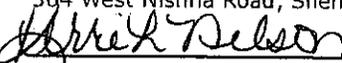
Cindy L. Larson, Project Manager 7/31/2020
By _____ Date _____

CONTRACTOR:
Rasmussen Mechanical Services
3211 Nebraska Avenue, Council Bluffs, IA 51501


(Signature)

Shea Lusero, Project Manager 8/6/2020
By _____ Date _____

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)

Kemi L. Nelson 8-3-2020
By _____ Date _____

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106


(Signature)

Mike Kros, 8/6/2020
By _____ Date _____

For approval of CR 43 Only

Contract Change Order

To: Shea Lusero, Project Manager
Rasmussen Mechanical Services
3211 Nebraska Avenue
Council Bluffs, IA 51501

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-03
Change Order: 11
Date: 9/21/2020
Job/Phase/CC: 19-903 / / 21-003

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

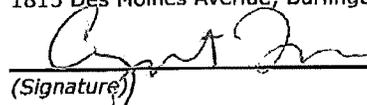
CR57 Pipe Insulation, CR60 Condensate Pump, CR61 Resheave AHUs (RFI69)

Change Request	Description	Amount
57	Phase 1: Pipe Insulation Pipe Insulation per lineal foot.	\$4,150.00
60	Phase 1: Condensate Pump - AHU 6 Material and labor to replace condensate pump for AHU-6	\$609.00
61	Phase 1: AHU 1, 3, 4, 5, 7 Resheave (RFI 69) Resheave AHU 1, 3, 4, 5, 7 (RFI 69)	\$1,523.00
65	Phase 1: Lowering existing duct and grills to fit in the new ceiling tile Lowering and reinstalling ten (10) grills to accommodate new ceiling tile.	\$1,547.00
Total:		\$7,829.00

The original Contract Amount was	\$768,169.00
Net change by previously authorized Change Orders	\$41,975.12
The Contract Amount prior to this Change Order was	\$810,144.12
The Contract shall be changed by this Change Order in the amount of	\$7,829.00
The new Contract Amount including this Change Order is	\$817,973.12
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601

 9/21/2020
(Signature)

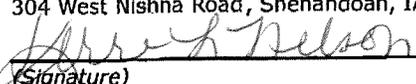
Cindy L. Larson, Project Manager 9/21/2020
By Date

CONTRACTOR:
Rasmussen Mechanical Services
3211 Nebraska Avenue, Council Bluffs, IA 51501

 9/23/20
(Signature)

Shea Lusero, Project Manager 9/23/20
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601

 9-22-2020
(Signature)

Kerri Nelson 9-22-2020
By Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106


(Signature)

Mike Kros, 9/25/2020
By Date

Contract Change Order

To: Trevor Williams, Project Manager
Tri-City Electric Co. of Iowa
6225 N. Brady Street
Davenport, IA 52806

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-06
Change Order: 1
Date: 5/15/2020
Job/Phase/CC: 19-903 / / 21-006

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR13 Duct smoke detection (PR009)

Change Request	Description	Amount
13	Phase 1: Duct smoke detection. PR009 Gym RTU-1 duct smoke detection. PR009	\$3,712.86

The original Contract Amount was	\$249,940.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$249,940.00
The Contract shall be changed by this Change Order in the amount of	\$3,712.86
The new Contract Amount including this Change Order is	\$253,652.86
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601

Cindy Larson

(Signature)

Cindy L. Larson, Project Manager 5/15/2020
By _____ Date _____

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601

Carl A. Nelson

(Signature)

Kerni L. Nelson 5-18-2020
By _____ Date _____

CONTRACTOR:
Tri-City Electric Co. of Iowa
6225 N. Brady Street, Davenport, IA 52806

Trevor Williams

(Signature)

Trevor Williams, Project Manager 5-19-20
By _____ Date _____

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106

Michael J Kros

(Signature)

Michael J Kros 5/20/2020
By _____ Date _____

Contract Change Order

To: Trevor Williams, Project Manager
 Tri-City Electric Co. of Iowa
 6225 N. Brady Street
 Davenport, IA 52806

Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: **CM-19903-06**
Change Order: 2
Date: 5/29/2020
Job/Phase/CC: 19-903 / / 21-006

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

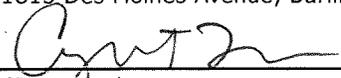
PR 03R State Fire Marshal (PR001)

Change Request	Description	Amount
3R	Phase 1: State Fire Marshal Review. PR01 & PR01R FCS B119 Fire alarm. (PR001)	\$877.81

The original Contract Amount was	\$249,940.00
Net change by previously authorized Change Orders	\$3,712.86
The Contract Amount prior to this Change Order was	\$253,652.86
The Contract shall be changed by this Change Order in the amount of	\$877.81
The new Contract Amount including this Change Order is	\$254,530.67
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601


 (Signature)

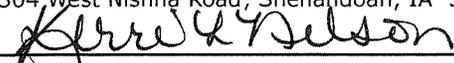
Cindy L. Larson, Project Manager 5/29/2020
 By Date

CONTRACTOR:
 Tri-City Electric Co. of Iowa
 6225 N. Brady Street, Davenport, IA 52806

Trevor Williams
Digitally signed by Trevor Williams
 DN: c=US, e=twilliams@tricityelectric.com, o=Tri-City Electric Co., ou=Project Manager, cn=Trevor Williams
 Date: 2020.06.02 10:02:10-0500
 (Signature)

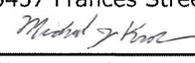
Trevor Williams, Project Manager 6-2-20
 By Date

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601


 (Signature)

Kemi C Nelson 6-1-2020
 By Date

ARCHITECT/ENGINEER:
 DLR Group
 6457 Frances Street, Suite 200, Omaha, NE 68106


 (Signature)

Mike Kros, 06/08/2020
 By Date

Contract Change Order

To: Trevor Williams, Project Manager
Tri-City Electric Co. of Iowa
6225 N. Brady Street
Davenport, IA 52806

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: **CM-19903-06**
Change Order: **3**
Date: **6/9/2020**
Job/Phase/CC: **19-903 / / 21-006**

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR 28 - New Data Closet in D119 (RFI 52)

Refer to June 3, 2020 proposal from Tri-City Electric

- Install owner provided wall rack in room D119
- Re-route existing cables pulled to serve that area to new ITC-E Cabinet and add open air pathway where required (J-Hooks)
- Provide and install (2) new modular patch panels.
- Provide and install new 12f OM3 CMP/Armored fiber from ITC-A to ITC-E for backbone.
 - Includes housing, cassettes, termination, labeling and testing.
- Provide and install D-Ring pathway as needed to new cabinet location for in room pathway.
- Document new closet boundary and closet addition in project record as-built documents.
- Provide owner with all final test results.

Change Request	Description	Amount
28	Phase 1: Data closet in D119 (RFI 52) Patch panels, fiber backbone, reroute horizontal cables, final test results. (RFI 52)	\$4,721.05

The original Contract Amount was	\$249,940.00
Net change by previously authorized Change Orders	\$4,590.67
The Contract Amount prior to this Change Order was	\$254,530.67
The Contract shall be changed by this Change Order in the amount of	\$4,721.05
The new Contract Amount including this Change Order is	\$259,251.72
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:

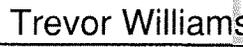
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature) 6/10/2020

Cindy L. Larson, Project Manager 6/9/2020
By Date

CONTRACTOR:

Tri-City Electric Co. of Iowa
6225 N. Brady Street, Davenport, IA 52806


(Signature) Trevor Williams

Trevor Williams, Project Manager 6-11-20
By Date

OWNER:

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


(Signature)


By 6-15-2020 Date

ARCHITECT/ENGINEER:

DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106


(Signature)

Mike Kros, 6/22/2020
By Date

Contract Change Order

To: Trevor Williams, Project Manager
 Tri-City Electric Co. of Iowa
 6225 N. Brady Street
 Davenport, IA 52806

Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: CM-19903-06
Change Order: 4
Date: 7/17/2020
Job/Phase/CC: 19-903 / / 21-006

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

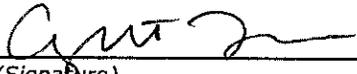
CR44 Ceiling in C126 (PR15)

Change Request	Description	Amount
44	Phase 1: Change Ceiling in C126 from hard ceiling to acoustical ceiling for access (PR15). Change speaker style to be compatible with acoustical ceiling grid (PR15).	\$133.86

The original Contract Amount was	\$249,940.00
Net change by previously authorized Change Orders	\$9,311.72
The Contract Amount prior to this Change Order was	\$259,251.72
The Contract shall be changed by this Change Order in the amount of	\$133.86
The new Contract Amount including this Change Order is	\$259,385.58
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601


 (Signature)

Cindy L. Larson, Project Manager 7/17/2020
 By _____ Date _____

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601


 (Signature)
 Kerri L. Nelson 7.24.2020

By Superintendent Date

CONTRACTOR:
 Tri-City Electric Co. of Iowa
 6225 N. Brady Street, Davenport, IA 52806

Trevor Williams
Digitally signed by Trevor Williams
 DN: C=US, E=twilliams@tricityelectric.com, O=Tri-City Electric Co., OU=Project Manager, CN=Trevor Williams
 Date: 2020.07.21 14:57:28 -0500
 (Signature)

Trevor Williams, Project Manager 7-21-20
 By _____ Date _____

ARCHITECT/ENGINEER:
 DLR Group
 6457 Frances Street, Suite 200, Omaha, NE 68106


 (Signature)

Mike Kros, 7/23/2020
 By _____ Date _____

Contract Change Order

To: Trevor Williams, Project Manager
Tri-City Electric Co. of Iowa
6225 N. Brady Street
Davenport, IA 52806

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-06
Change Order: 6
Date: 8/13/2020
Job/Phase/CC: 19-903 / / 21-006

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

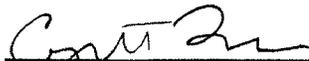
CR30R Secure Entry (PR002, PR002R)

Change Request	Description	Amount
30R	Phase 1 and 2: Secure Entry (PR002, PR002R, and PR214) Video conference, door unlock button, new cardreader, (PR002 and PR002R)	\$5,483.80

The original Contract Amount was	\$249,940.00
Net change by previously authorized Change Orders	\$12,893.63
The Contract Amount prior to this Change Order was	\$262,833.63
The Contract shall be changed by this Change Order in the amount of	\$5,483.80
The new Contract Amount including this Change Order is	\$268,317.43
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

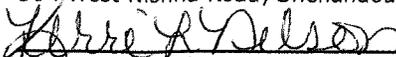
Cindy L. Larson, Project Manager 8/13/2020
By Date

CONTRACTOR:
Tri-City Electric Co. of Iowa
6225 N. Brady Street, Davenport, IA 52806

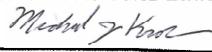
Trevor Williams
Digitally signed by Trevor Williams
DN: c=US, E=twilliams@tricityelectric.com, O=Tri-City
Electric Co., OU=Project Manager, CN=Trevor Williams
Date: 2020.08.13 13:46:01-0500
(Signature)

Trevor Williams, Project Manager 8-13-20
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)
Kermit L. Nelson
Superintendent 8-17-2020
By Date

ARCHITECT/ENGINEER:
DLR Group
6457 Frances Street, Suite 200, Omaha, NE 68106


(Signature)
Mike Kros, 8/19/2020
By Date

Contract Change Order

To: Mitch Holt, Project Executive
Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: **CM-19903-08**
Change Order: **2**
Date: 5/12/2020
Job/Phase/CC: 19-903 / / 21-008

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR2 FCS B119 (PR203); CR5R Epoxy Dowelling; CR9 Additional Paving (PR204)

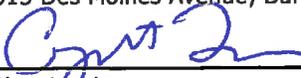
Phase 2 Change Order

Change Request	Description	Amount
2	Genesis - Walls and soffits for FCS B119. (PR203)	\$9,979.00
5R	Genesis - Additional epoxy floor dowels.	\$533.00
9	Genesis. Additional parking lot paving. (PR204)	\$17,489.00
Total:		\$28,001.00

The original Contract Amount was	\$1,097,000.00
Net change by previously authorized Change Orders	\$33,512.00
The Contract Amount prior to this Change Order was	\$1,130,512.00
The Contract shall be changed by this Change Order in the amount of	\$28,001.00
The new Contract Amount including this Change Order is	\$1,158,513.00
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

Cindy L. Larson, Project Manager 5/12/2020
By Date

CONTRACTOR:
Genesis Contracting Group
404 Hill Street, Lincoln, NE 68502


(Signature)

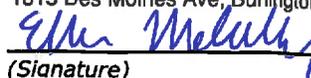
Mitch Holt, President 5/14/2020
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)

Kerri L. Nelson 5/19/2020
By Date

ARCHITECT/ENGINEER:
Carl A. Nelson & Company
1815 Des Moines Ave, Burlington, Iowa 52601


(Signature)

Ellen McCulley 5/12/2020
By Date

Contract Change Order

To: Mitch Holt, Project Executive
Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-08
Change Order: 3
Date: 5/16/2020
Job/Phase/CC: 19-903 / / 21-008

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

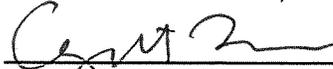
CR16: Phase 2 Doors and Hardware

Change Request	Description	Amount
16	Phase 2: Door and door hardware (PR205) Door for Art Storage, overhead stop for B106B, smoke seals for 43 doors, and expedite frames. Deduct for door C107A and reduction in glass. (PR205)	\$2,749.00

The original Contract Amount was	\$1,097,000.00
Net change by previously authorized Change Orders	\$61,513.00
The Contract Amount prior to this Change Order was	\$1,158,513.00
The Contract shall be changed by this Change Order in the amount of	\$2,749.00
The new Contract Amount including this Change Order is	\$1,161,262.00
The Contract Time shall be unchanged.	

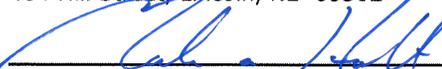
NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

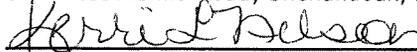
Cindy L. Larson, Project Manager 5/16/2020
By _____ Date

CONTRACTOR:
Genesis Contracting Group
404 Hill Street, Lincoln, NE 68502


(Signature)

Mitch Holt 5.19.2020
By _____ Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)
 5-18-2020
By _____ Date

Contract Change Order

To: Mitch Holt, Project Executive
 Genesis Contracting Group
 404 Hill Street
 Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: CM-19903-08
Change Order: 5
Date: 6/10/2020
Job/Phase/CC: 19-903 / / 21-008

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR26 Paint and Flooring (PR210)

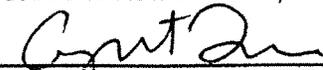
Change Request	Description	Amount
26	Phase 2: Finishes and paint (PR210) Misc floor finishes and paint in rooms B142, B145, B152, C107, D100, and D109, per PR210.	\$(1,996.00)

The original Contract Amount was	\$1,097,000.00
Net change by previously authorized Change Orders	\$76,233.06
The Contract Amount prior to this Change Order was	\$1,173,233.06
The Contract shall be changed by this Change Order in the amount of	\$(1,996.00)
The new Contract Amount including this Change Order is	\$1,171,237.06
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601

CONTRACTOR:
 Genesis Contracting Group
 404 Hill Street, Lincoln, NE 68502


 (Signature) 6/10/2020


 (Signature)

Cindy L. Larson, Project Manager 6/10/2020
 By Date

Mitch Holt, President 6.11.2020
 By Date

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601


 (Signature)

 Carl A. Nelson 6-15-2020
 By Date

Contract Change Order

To: Mitch Holt, Project Executive
Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-08
Change Order: 6
Date: 6/19/2020
Job/Phase/CC: 19-903 / / 21-008

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR027 Curb Replacement

Change Request	Description	Amount
27	Phase 2: Replace curb and adjacent parking stall (PR211R) Curb replacement and misc. patches of concrete (PR211R)	\$8,911.79

The original Contract Amount was	\$1,097,000.00
Net change by previously authorized Change Orders	\$74,237.06
The Contract Amount prior to this Change Order was	\$1,171,237.06
The Contract shall be changed by this Change Order in the amount of	\$8,911.79
The new Contract Amount including this Change Order is	\$1,180,148.85
The Contract Time shall be unchanged.	

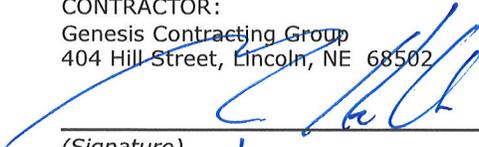
NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

Cindy L. Larson, Project Manager 6/19/2020
By Date

CONTRACTOR:
Genesis Contracting Group
404 Hill Street, Lincoln, NE 68502


(Signature)

Mitch Holt 6.23.2020
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature) 6-22-2020

Carl A. Nelson 6-22-2020
By Date

Contract Change Order

To: Mitch Holt, Project Executive
Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: CM-19903-08
Change Order: 7
Date: 6/25/2020
Job/Phase/CC: 19-903 / / 21-008

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR29 Door C104A (PR208R)

Change Request	Description	Amount
29	Phase 2: New door C104A (PR208R) Masonry demolition, new door, frame, and hardware for C104A (PR208R)	\$2,970.50

The original Contract Amount was	\$1,097,000.00
Net change by previously authorized Change Orders	\$83,148.85
The Contract Amount prior to this Change Order was	\$1,180,148.85
The Contract shall be changed by this Change Order in the amount of	\$2,970.50
The new Contract Amount including this Change Order is	\$1,183,119.35
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

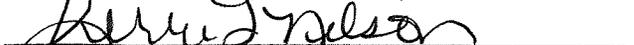
Cindy L. Larson, Project Manager 6/25/2020
By _____ Date _____

CONTRACTOR:
Genesis Contracting Group
404 Hill Street, Lincoln, NE 68502


(Signature)

Mitch Holt 6.29.20
By _____ Date _____

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)

Kemi L. Nelson 6/28/2020
By Superintendent Date _____

Contract Change Order

To: Mitch Holt, Project Executive
Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: **CM-19903-08**
Change Order: 9
Date: 7/11/2020
Job/Phase/CC: 19-903 / / 21-008

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR40 Master Key, CR41 Wall repair in A100 Auditorium Vestibule

Change Request	Description	Amount
40	Phase 2: Master Key Hardware Upgrades for Hollow Metal Doors Additional locksets, cylinders, and an exit device for existing hollow metal doors.	\$3,146.60
41	Phase 2: Repair wall in A100 Auditorium Vestibule Replace gypsum wall board and studs east of door A100A.	\$746.13
Total:		\$3,892.73

The original Contract Amount was	\$1,097,000.00
Net change by previously authorized Change Orders	\$91,871.80
The Contract Amount prior to this Change Order was	\$1,188,871.80
The Contract shall be changed by this Change Order in the amount of	\$3,892.73
The new Contract Amount including this Change Order is	\$1,192,764.53
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

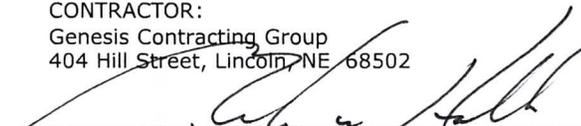
CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601



(Signature)

Cindy L. Larson, Project Manager 7/11/2020
By Date

CONTRACTOR:
Genesis Contracting Group
404 Hill Street, Lincoln, NE 68502



(Signature)

Mitch Holt 7-13-2020
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601



(Signature)

Carl A. Nelson 7-13-2020
By Date

Contract Change Order

To: Mitch Holt, Project Executive
Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: **CM-19903-08**
Change Order: 10
Date: 7/17/2020
Job/Phase/CC: 19-903 / / 21-008

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

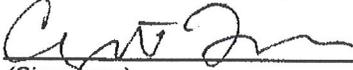
CR46 CPT counters and PLAM paint (PR215)

Change Request	Description	Amount
46	Phase 2: Carpet on Counters in D100 Band Room, PLAM paint in Auditorium (PR215)	
	Install carpet on the counters in D100 to protect instruments. (PR215)	\$457.32
	PLAM primer, paint, and labor for sanding PLAM for vertical accent paint in Auditorium (PR215)	\$177.22
	Total:	\$634.54

The original Contract Amount was	\$1,097,000.00
Net change by previously authorized Change Orders	\$95,764.53
The Contract Amount prior to this Change Order was	\$1,192,764.53
The Contract shall be changed by this Change Order in the amount of	\$634.54
The new Contract Amount including this Change Order is	\$1,193,399.07
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

Cindy L. Larson, Project Manager 7/17/2020
By Date

CONTRACTOR:
Genesis Contracting Group
404 Hill Street, Lincoln, NE 68502


(Signature)

Mitch Holt 7.21.2020
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)

Kerri L. Nelson 7.24.2020
By Date

Contract Change Order

To: Mitch Holt, Project Executive
 Genesis Contracting Group
 404 Hill Street
 Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: **CM-19903-08**
 Change Order: 11
 Date: 9/1/2020
 Job/Phase/CC: 19-903 / / 21-008

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR 45R Vinyl wall base and window caulking (PR216, PR217)

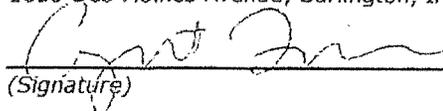
CORRECTED AMOUNT TO MATCH CONTRACTOR'S PROPOSAL REQUEST.

Change Request	Description	Amount
45R	Phase 2: Vinyl wall base for windows and columns (PR216), caulking at window base (PR217)	
	Cut caulking and reinstall (PR217)	\$1,028.16
	Vinyl wall base where windows go to the floor and at the red columns. (PR216)	\$2,688.21
	Total:	\$3,716.37

The original Contract Amount was	\$1,097,000.00
Net change by previously authorized Change Orders	\$96,399.07
The Contract Amount prior to this Change Order was	\$1,193,399.07
The Contract shall be changed by this Change Order in the amount of	\$3,716.37
The new Contract Amount including this Change Order is	\$1,197,115.44
The Contract Time shall be increased by 14 calendar days.	
The date of Substantial Completion as of the date of this Contract Change Order therefore is 9/16/2020	

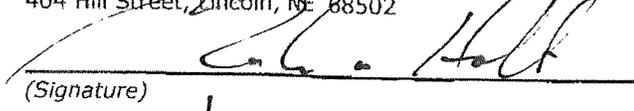
NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601


 (Signature)

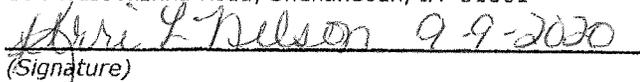
Cindy L. Larson, Project Manager 9/1/2020
 By Date

CONTRACTOR:
 Genesis Contracting Group
 404 Hill Street, Lincoln, NE 68502


 (Signature)

Mitch Holt 9.3.2020
 By Date

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601


 (Signature)

Kerri Nelson 9/9/20
 By Date

Contract Change Order

To: Mitch Holt, Project Executive
Genesis Contracting Group
404 Hill Street
Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: **CM-19903-08**
Change Order: 12
Date: 9/1/2020
Job/Phase/CC: 19-903 / / 21-008

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR50 Backcharge for sink drain; CR52 Door stops (PR223)

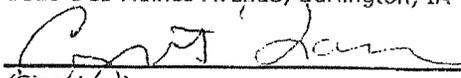
REVISED "PREVIOUSLY AUTHORIZED CHANGE ORDERS" AMOUNT TO ACCOUNT FOR MATH ERROR IN CHANGE ORDER 11.

Change Request	Description	Amount
50	Phase 2: Unclog mop sink drain in C132. Backcharge for unclogging mop sink drain in C132.	\$(330.00)
52	Phase 2: Door stops (PR223) Door stops (PR223)	\$298.81
Total:		\$(31.19)

The original Contract Amount was	\$1,097,000.00
Net change by previously authorized Change Orders	\$100,115.44
The Contract Amount prior to this Change Order was	\$1,197,115.44
The Contract shall be changed by this Change Order in the amount of	\$(31.19)
The new Contract Amount including this Change Order is	\$1,197,084.25
The Contract Time shall be unchanged.	

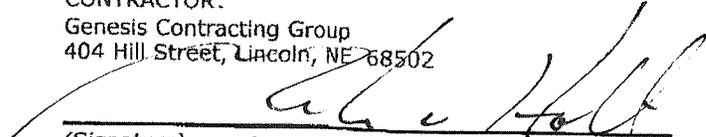
NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601


(Signature)

By Cindy L. Larson, Project Manager Date 9/1/2020

CONTRACTOR:
Genesis Contracting Group
404 Hill Street, Lincoln, NE 68502


(Signature)

By Mitch Holt Date 9.3.2020

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601


(Signature)

By Kerri Nelson Date 9/9/20

Contract Change Order

To: Mitch Holt, Project Executive
 Genesis Contracting Group
 404 Hill Street
 Lincoln, NE 68502

Project: 19-903 SCSD-High School Renovation
 Shenandoah Comm School District
 Shenandoah, IA

Contract: **CM-19903-08**
 Change Order: 13
 Date: 9/22/2020
 Job/Phase/CC: 19-903 / / 21-008

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

CR64 Seeding and Erosion Control

This change order includes the erosion control at the flumes per PR222 and seeding the entire front strip (excluding the sod areas) between the drive and the parking lot. The site will be graded smooth, Type 1 fescue seed mix and fertilizer laid down and protected with straw following SUDAS 9010. Per SUDAS the deadline this fall for seeding is September 30, 2020. After the first rain, Genesis (Lawn World) will water the seeded grass weekly if rainfall isn't sufficient that week until the grass is well established. This duration of weekly watering will be approximately 6 weeks after the grass has sprouted. Water will need to be trucked in. After the first mowing of the grass, Genesis (Lawn World) will provide a broad leaf weed killer spray one time.

Change Request	Description	Amount
64	Phase 2: Erosion control and extra seeding (PR222) Seeding strip of grass between drive and parking lot; erosion control per PR222.	\$6,211.80

The original Contract Amount was	\$1,097,000.00
Net change by previously authorized Change Orders	\$100,084.25
The Contract Amount prior to this Change Order was	\$1,197,084.25
The Contract shall be changed by this Change Order in the amount of	\$6,211.80
The new Contract Amount including this Change Order is	\$1,203,296.05
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company - CM
 1815 Des Moines Avenue, Burlington, IA 52601

Cindy L. Larson 9/22/2020
 (Signature)

Cindy L. Larson, Project Manager 9/22/2020
 By Date

CONTRACTOR:
 Genesis Contracting Group
 404 Hill Street, Lincoln, NE 68502

Mitch Holt
 (Signature)

Mitch Holt 9.23.2020
 By Date

OWNER:
 Shenandoah Comm School District
 304 West Nishna Road, Shenandoah, IA 51601

Kerri Nelson
 (Signature)

Kerri Nelson 9/22/2020
 By Date

CARL A. NELSON & CO. NELSON

Design-Builder | Construction Manager | General Contractor

INVOICE TO:

Shenandoah Comm. School Dist.
304 West Nishna Road
Shenandoah, IA 51601

INVOICE ID: 190230100012

DATE: December 18, 2020

PROJECT: 19-023 Shenandoah High School
Renovations

CUSTOMER: 11380

CONTRACT: 1902301 SCSD Phase I & II Construction

Terms: 30 Days From Invoice Date

Billing Through 12/18/2020

Labor	\$2,077.58
Material	\$102.75
Equipment	\$114.05
Invoice Sub-total	\$2,294.38
 CURRENT AMOUNT DUE	 \$2,294.38

Approved By 
Cindy Larson, Project Manager

A service charge of 1.0% per month (12% per annum) will be applied to all past due accounts.

REMIT TO: 1815 Des Moines Ave. Burlington, IA 52601 Telephone: 319.754.8415

Labor

<u>Employee Name</u>	<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
11/22/2020				
Regular				
HALSTRUM; KEVIN L.	Superintendent	10.00	96.32	963.20
	Regular sub-total	10.00		963.20
	11/22/2020 sub-total	10.00		963.20
11/29/2020				
Regular				
LARSON; CINDY L.	Project Manager	3.50	111.45	390.08
	Regular sub-total	3.50		390.08
	11/29/2020 sub-total	3.50		390.08
12/18/2020				
Regular				
LARSON; CINDY L.	Project Manager	6.00	111.45	668.70
	Regular sub-total	6.00		668.70
	12/18/2020 sub-total	6.00		668.70
	Labor sub-total	19.50		2,021.98
** Represents Steel Erection Rates				
Fee 2.75%				55.60
Total Labor				2,077.58

Material

<u>Date</u>	<u>Invoice</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Rate</u>	<u>Amount</u>
11/22/2020		Internal Charge	Subsistence Wk Ending 11/22/20	1.000		100.00	100.00
			Material sub-total				100.00
			Fee 2.75%				2.75
			Total Material				102.75

Equipment

<u>Week Ending Date</u>	<u>Equipment</u>	<u>Qty</u>	<u>Units</u>	<u>UOM</u>	<u>Rate</u>	<u>Amount</u>
11/22/2020	HALSTRUM; KEVIN L. Pickup	1	2.00	Day	55.50	111.00
	Equipment sub-total					111.00
	Fee 2.75%					3.05
	Total Equipment					114.05

Invoice Sub-total 2,294.38

Amount due this Invoice \$2,294.38

Contract Change Order

To: Greg Johnson
McGill Asbestos Abatement, LLC
4205 S. 33rd Street
Omaha, NE 68107

Project: 19-903 SCSD-High School Renovation
Shenandoah Comm School District
Shenandoah, IA

Contract: **CM-19903-07**
Change Order: 1
Date: 6/27/2020
Job/Phase/CC: 19-903 / / 21-007

The work covered by this order shall be performed under the same terms and conditions as those included in the Original Subcontract. The Subcontract is changed as follows. It is agreed that this change order constitutes compensation in full for all costs and markup directly or indirectly attributable to this change and for all delays related thereto, and for performance for this change within the time frame specified.

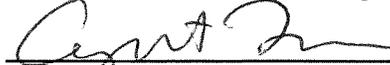
CR033 Abate VCT tile in room B126 (PR213)

Change Request	Description	Amount
33	Phase 2: Teacher Lounge/Guidance Councilor Relocation (PR213) Abate VCT tile in room B126. (PR213)	\$1,052.50

The original Contract Amount was	\$27,410.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$27,410.00
The Contract shall be changed by this Change Order in the amount of	\$1,052.50
The new Contract Amount including this Change Order is	\$28,462.50
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED

CONSTRUCTION MANAGER:
Carl A. Nelson & Company - CM
1815 Des Moines Avenue, Burlington, IA 52601



(Signature)

Cindy L. Larson, Project Manager 6/27/2020
By Date

CONTRACTOR:
McGill Asbestos Abatement, LLC
4205 S. 33rd Street, Omaha, NE 68107



(Signature)

Greg Johnson 2/22/2021
By Date

OWNER:
Shenandoah Comm School District
304 West Nishna Road, Shenandoah, IA 51601



(Signature)

Ken L. Nelson 6/28/2020
By Date

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300 ROLE OF SCHOOL DISTRICT ADMINISTRATION

In this series of the board policy manual, the board defines the role and the employment of school district administrators. Policies in the 400 Series, "Employees," also apply to administrators unless a more specific policy exists in the 300 Series, "Administration."

School district administrators have been given a great opportunity and responsibility to manage the school district, to provide educational leadership, and to implement the educational philosophy of the school district. They are responsible for the day-to-day operations of the school district. In carrying out these operations, the administrators are guided by board policies, the law, the needs of the students, and the wishes of the citizens in the school district community.

It is the responsibility of the administrators to implement and enforce the policies of the board, to oversee employees, to monitor educational issues confronting the school district, and to inform the board about school district operations.

While the board holds the superintendent ultimately responsible for these duties, the principals are more directly responsible for educational results, for the administration of the school facilities and for the employees.

The board and the administration will work together to share information and decisions under the management team concept.

301.1 MANAGEMENT

The board and the administrators will work together in making decisions and setting goals for the school district. This effort is designed to obtain, share, and use information to solve problems, make decisions, and formulate school district policies and regulations.

It is the responsibility of each administrator to fully participate in the management of the school district by investigating, analyzing, and expressing their views on issues. Those board members or administrators with special expertise or knowledge of an issue may be called upon to provide information. Each board member and administrator will support the decisions reached on the issues confronting the school district.

The board is responsible for making the final decision in matters pertaining to the school district.

It is the responsibility of the superintendent to develop guidelines for cooperative decision-making.

[Legal Reference:](#) [Iowa Code § 279.8.](#)

[Cross Reference:](#) [301 Administrative Structure](#)

301.2 MANAGEMENT TEAM

The board and the administration of the school district believe in and endorse the concept of “team Management.” This is an expression of the commitment to the belief that participatory management will result in comprehensive and efficient solutions to local educational concerns.

Decisions made by the management team in a collaborative way have more quality due to the inclusion of diverse approaches and greater quantity of informational input. There is more understanding of the decision and its rationale and a great commitment to the solution by team members. Group decision making improves the cohesiveness of attitudes, and favorable attitudes tend to be associated with high productivity.

The administrative team consists of the superintendent, the building principals, assistant principal and any other employees assigned administrative responsibilities whose day-to-day functions include the recruitment, the evaluation, and the recommendation of release and retention of employees.

The management team is more encompassing than the administrative team and includes all members of the board and the administrative team.

The board is responsible for making the final decision in all matters pertaining the school district policy. The board delegates the responsibility for the operation of schools to the superintendent and hence to other school administrators.

The superintendent is the chief executive officer for the board and the leader of the administrative team. These two roles are joined as the superintendent convenes meeting of the management team to discuss district policy development, administrative procedures and other matters as shall be brought to the superintendent’s attention or which the superintendent deems appropriate. The management team shall convene from time to time when the board or the superintendent calls a meeting.

All members of the administrative team are accountable to the superintendent for their performance. All administrators are responsible for administering their areas of operation as defined by board policy and in keeping with the goals and objectives of the school district. The building administrator is responsible for administering an educational unit in accordance with the individual’s management document.

All members of the management team have the responsibility for exercising full expression during the decision-making process which leads to recommendations for board action on policy matters. Those members of the team who shall be directly affected by the team’s action shall be specifically called upon to provide the team with necessary information as well as their professional judgment as to the effects of the various proposed actions. An attempt will be made by all team members to reach mutual agreement on areas discussed.

Guidelines for implementation of this policy shall be a primary management team concern. These guidelines shall include, but not be limited to, the following:

- Procedures for convening the team;
- Procedures for implementing in-service management team training;
- Procedures for establishing team evaluation;
- Procedures for establishing administrator benefit concerns;
- Procedures for establishing administrator evaluation; and
- Procedures for implementing goals and objectives of the school district.

Legal Reference: Iowa Code § 279.8 (2009).
281 I.A.C. 12.3(3).

Cross Reference: 301 Administrative Structure
302 Administration Relationships

302.1 ADMINISTRATION AND BOARD OF DIRECTORS

The superintendent, as the chief executive officer of the board, shall work with the board, particularly the board president, to keep the board informed of school district operations. The board shall maintain contact with other administrators through the superintendent.

The administrators and other administrative employees shall work with the board through the superintendent. The administrators, in working with the board, shall assist the board by gathering information, informing the board of school district operations, implementing board policy, making recommendations and answering requests of the board.

The superintendent, unless excused by the board president, and the principals, unless excused by the superintendent, shall attend each board meeting.

Legal Reference: Iowa Code §§ 279.8, .20, .21 (2009).
281 I.A.C. 12.4(4).

Cross Reference: 301 Administrative Structure
302 Administration Relationships
306 Policy Implementation

302.2 ADMINISTRATION AND EMPLOYEES

As managers of the school district, the administrators shall make recommendations of employment, supervise employees, and evaluate employees' performance. Concerns or requests by employees shall first be reported to their direct supervisor for resolution. It shall be the responsibility of the administrators to resolve complaints and handle requests.

It shall be the responsibility of the administration to foster a positive attitude and to promote a cooperative effort among employees. It shall also be the responsibility of the administration to prevent misunderstandings within the school district and the community. It shall be the responsibility of each administrator to provide leadership to employees, and it shall be the responsibility of each school district employee to work cooperatively with the administrators to accomplish the educational philosophy of the school district.

Legal Reference: Iowa Code §§279.8, .20, .21, .23, .24 (2009).
281 I.A.C. 12.4.

Cross Reference: 301 Administrative Structure
302 Administration Relationships
306 Policy Implementation

Code No. 302.3

302.3 ADMINISTRATION AND ADJOINING DISTRICT ADMINISTRATION

Efficiency and economics may be achieved by working with adjoining school district in offering education programs, offering in-service activities or programs and sharing employees. The administration shall consider and explore opportunities to work with adjoining school district to expand the opportunities for the students and employees in the school district.

Legal Reference: Iowa Code §§ 28E; 257.11, .11A; 279.8; 280.13A, .15 (2009).

Cross Reference: 301 Administrative Structure
302 Administration Relationships
306 Policy Implementation
410.2 Shared Licensed Employees

Approved 8/8/94 Reviewed 11/07/16 Revised 9/14/09

Code No. 302.4

302.4 ADMINISTRATION AND AREA EDUCATION AGENCY

The administration shall utilize the resources of the Loess Hills Area Education Agency (AEA) by choosing to participate in programs which meet the needs of the school district. This includes utilizing educational materials and staff resources.

The administration may also utilize the AEA to facilitate regional programming and cooperation as well as to purchase supplies.

It shall be the responsibility of the superintendent to coordinate activities with the AEA.

Legal Reference: Iowa Code §§ 28E; 279.8 (2009)

Cross Reference: 217.4 Board of Directors and Area Education Agency
301 Administrative Structure
302 Administration Relationships
306 Policy Implementation

Approved 8/8/94 Reviewed 11/07/16 Revised 9/14/09

303.1 SUPERINTENDENT QUALIFICATIONS, RECRUITMENT, APPOINTMENT

The board will employ a superintendent to serve as the chief executive officer of the board, to conduct the daily operations of the school district, and to implement board policy with the power and duties prescribed by the board and the law.

The board will consider applicants that meet or exceed the standards set by the Iowa Department of Education and the qualifications established in the job description for the superintendent position. In employing a superintendent, the board will consider the qualifications, credentials and records of the applicants without regard to race, color, [creed](#), religion, sex, national origin, age, [sexual orientation](#), [gender identity](#) or disability. In keeping with the law, however, the board will consider the veteran status of the applicants. The board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing a superintendent, the board will also consider the school district's educational philosophy, financial situation, organizational structure, education programs, and other factors deemed relevant by the board.

The board may contract for assistance in the search for a superintendent.

Legal Reference: 29 U.S.C. §§ 621-634 ~~(1994)~~.
42 U.S.C. §§ 2000e *et seq.* ~~(1994)~~.
Iowa Code §§ 21.5(1)(i); 35C; 216; 279.8, .20 ~~(2009)~~.
281 I.A.C. 12.4(4).
~~1980 Op. Att'y Gen. 367.~~

Cross Reference: 200.3 Powers of the Board of Directors
200.4 Responsibilities of the Board of Directors
301 Administrative Structure
303 Superintendent

303.2 SUPERINTENDENT CONTRACT AND CONTRACT NONRENEWAL

The length of the contract for employment between the superintendent and the board is determined by the board. The contract will begin on July 1 and end on June 30. The contract will state the terms of employment and shall not exceed three years.

The first ~~three~~ consecutive years of a contract issued to a newly employed superintendent is considered a probationary period. The ~~board may waive this period or the~~ probationary period may be extended for an additional year upon the consent of the superintendent. In the event of termination of a probationary or non-probationary contract, the board will afford the superintendent appropriate due process, as required by law ~~including notice by May 15.~~ The superintendent and board may mutually agree to terminate the superintendent's contract at any time.

~~If a superintendent's contract is not being renewed by the board, the contract will be extended automatically for additional one year periods beyond the end of its term until it is modified or terminated as mutually agreed to by the parties or until the superintendent's contract is terminated consistent with statutory termination procedures.~~

It is the responsibility of the board to provide the contract for the superintendent. The board may issue a temporary and nonrenewable contract in accordance with law.

If the superintendent wishes to resign, to be released from a contract, or to retire, the superintendent must comply with applicable law and board policies ~~dealing with retirement, release or resignation.~~

Legal Reference: Martin v. Waterloo Community School District, 518 N.W. 2d 381 (Iowa 1994).
Cook v Plainfield Community School District, 301 N.W.2d 771 (Iowa App. 1980).
Board of Education of Fort Madison Community School District v. Youel, 282 N.W.2d 677 (Iowa 1979).
Briggs v Board of Directors of Hinton Community School District, 282 N.W.2d 740 (Iowa 1979).
Luse v. Waco Community School District of Henry Co., 258 Iowa 1087, 141 N.W.2d 607 (1966).
Iowa Code §§ ~~21.5(1)(i); 279.20, .22 .25 (2009).~~
281 I.A.C. 12.4(4).

Cross Reference: 303 Superintendent
~~305 Reduction in Administrative Positions~~

Code 303.3

303.3 SUPERINTENDENT SALARY AND OTHER COMPENSATION

The board has complete discretion to set the salary of the superintendent. It is the responsibility of the board to set the salary and benefits of the superintendent at a level that will include consideration of, but not be limited to, the economic condition of the school district and the training, experience, skill, and demonstrated competence of the superintendent. The salary is set at the beginning of each contract term.

In addition to the salary and benefits, the superintendent's actual and necessary expenses are paid by the school district when the superintendent is performing work-related duties. It is within the discretion of the board to pay dues to professional organizations for the superintendent.

The board may approve the payment of dues and other benefits or compensation over and above the superintendent's contract. Approval of dues and other benefits or compensation will be included in the records of the board in accordance with board policy.

Legal Reference: Iowa Code §§ 279.8, .20-~~(2009)~~.
1984 Op. Att'y Gen. 47.

Cross Reference: 303 Superintendent
~~401.12 Employees Travel Compensation~~

Approved 8/8/94

Reviewed 11/07/16

Revised 9/14/09

303.4 SUPERINTENDENT DUTIES

The board employs a superintendent of schools to serve as the chief executive officer of the board. The board delegates to the superintendent the authority to implement board policy and to execute decisions made by the board concerning the internal operations of the school district, unless specifically stated otherwise.

The superintendent is responsible for the implementation and execution of board policy and the observance of board policy by employees and students. The superintendent is responsible for overall supervision and discipline of employees and the education program.

In executing the above-stated duties, the superintendent will consider the financial situation of the school district as well as the needs of the students. Specifically, the superintendent:

- Interprets and implements all board policies and all state and federal laws relevant to education;
- Supervises, either directly or through delegation, all activities of the school system according to, and consistent with, the policies of the board;
- Represents the board as a liaison between the school district and the community;
- Establishes and maintains a program of public relations to keep the public well-informed of the activities and needs of the school district, effecting a wholesome and cooperative working relationship between the school district and the community;
- Attends and participates in all meetings of the board, except when the superintendent has been excused, and makes recommendations affecting the school district;
- Reports to the board on such matters as deemed material to the understanding and proper management of the school district or as the board may request;
- Assumes responsibility for the overall financial planning of the district and for the preparation of the annual budget, and submits it to the board for review and approval;
- Establishes and maintains efficient procedures and effective controls for all expenditures of school district funds in accordance with the adopted budget, subject to the direction and approval of the board;
- Files, or causes to be filed, all reports required by law;
- Makes and records assignments and transfers of all employees pursuant to their qualifications;
- Establishes guidelines for organization of the teaching, administrative, and other licensed staff;
- Selects, hires, and promotes all licensed staff with the approval of the Board of Directors; Selects, hires, and promotes all non-licensed district employees within the limits of budgetary provisions
- Recommends to the board, for final action, the promotion, salary change, demotion, or dismissal of any employee;
- Prescribes rules for the classification and advancement of students, and for the transfer of students from one building to another in accordance with board policies;
- Summons employees of the school district to attend such regular and occasional meetings as are necessary to carry out the education program of the school district;
- Supervises methods of teaching, supervision, and administration in effect in the schools;
- Attends such conventions and conferences as are necessary to keep informed of the latest educational trends;
- Accepts responsibility for the general efficiency of the school system, for the development of the employees, and for the educational growth and welfare of the students;
- Defines educational needs and formulates policies and plans for recommendation to the board;
- Makes administrative decisions necessary for the proper functioning of the school district;
- Responsible for scheduling the use of buildings and grounds by all groups and/or organizations;
- Acts as the purchasing agent for the board, and establishes procedures for the purchase of books, materials and

supplies;

- Approves vacation schedules for employees;
- Conducts periodic district administration meetings;
- Performs other duties as may be assigned by the board.
- Supervises the establishment or modification of the boundaries of school attendance and transportation areas subject to approval of the board; and,
- Directs studies of buildings and sites, taking into consideration population trends and the educational and cultural needs of the district in order to ensure timely decisions by the board and the electorate regarding construction and renovation projects.

This list of duties will not act to limit the board's authority and responsibility over the superintendent. In executing these duties and others the board may delegate, the superintendent will consider the school district's financial condition as well as the needs of the students in the school district.

Legal Reference: Iowa Code §§ 279.8, .20, 23A-~~(2009)~~.
281 I.A.C. 12.4(4).

Cross Reference: 210 Board of Directors' Management Procedures
301 Administrative Structure
302 Superintendent

303.5 SUPERINTENDENT EVALUATION

The board will conduct an ongoing evaluation of the superintendent's skills, abilities, and competence. At a minimum, the board will formally evaluate the superintendent on an annual basis. The goal of the superintendent's formal evaluation is to ensure the education program for the students is carried out, promote growth in effective administrative leadership, clarify the superintendent's role, clarify the immediate priorities of the board, and develop a working relationship between the board and the superintendent.

The superintendent will be an educational leader who promotes the success of all students by:

- Facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community.
- Advocating, nurturing and sustaining a school culture and instructional program conducive to student learning and staff professional development.
- Ensuring management of the organization, operations and resources for a safe, efficient and effective learning environment.
- Collaborating with families and community members, responding to diverse community interests and needs and mobilizing community resources.
- Acting with integrity, fairness and in an ethical manner.
- Understanding the profile of the community, and responding to and influencing the larger political, social, economic, legal and cultural context.

The formal evaluation will be based upon the following principles:

- The evaluation criteria will be in writing, clearly stated and mutually agreed upon by the board and the superintendent. The criteria will be related to the job description and the school district's goals;
- At a minimum, the evaluation process will be conducted annually at a time agreed upon;
- Each board member will have an opportunity to individually evaluate the superintendent, and these individual evaluations will be compiled into an overall evaluation by the entire board;
- The superintendent will conduct a self-evaluation prior to discussing the board's evaluation, and the board as a whole will discuss its evaluation with the superintendent;
- The board may discuss its evaluation of the superintendent in closed session upon a request from the superintendent and if the board determines its discussion in open session will needlessly and irreparably injure the superintendent's reputation; and,
- The individual evaluation by each board member, if individual board members so desire, will not be reviewed by the superintendent. Board members are encouraged to communicate their criticisms and concerns to the superintendent in the closed session. The board president will develop a written summary of the individual evaluations, including both the strengths and the weaknesses of the superintendent, and place it in the superintendent's personnel file to be incorporated into the next cycle of evaluations.

This policy supports and does not preclude the ongoing, informal evaluation of the superintendent's skills, abilities and competence.

Legal Reference: Wedergren v. Board of Directors, 307 N.W.2d 12 (Iowa 1981).
Iowa Code §§ 279.8, .20, .23, .23A ~~(2009)~~.
281 I.A.C. 12.3(4).

Cross Reference: 213 Closed Sessions
302 Superintendent

303.6 SUPERINTENDENT PROFESSIONAL DEVELOPMENT

The board encourages the superintendent to continue professional growth by being involved in professional organizations, attending conferences, continuing education, and participating in other professional activities.

It is the responsibility of the superintendent to arrange the superintendent's schedule in order to enable attendance at various conferences and events. If a conference or event requires the superintendent to be absent from the office for more than three days, requires overnight travel, or involves unusual expense, the superintendent will bring it to the attention of the board president prior to attending the event.

The superintendent will report to the board after an event.

Legal Reference: Iowa Code § 279.8 ~~(2009)~~.
281 I.A.C. 12.7.

Cross Reference: 304.7 Administrator Professional Development
401.12 Employee Travel Compensation

303.7 SUPERINTENDENT CIVIC ACTIVITIES

The board encourages the superintendent to be involved in the school district community by belonging to school district community organizations and attending and participating in school district community activities.

It is the responsibility of the superintendent to become involved in school district community activities and events. The board may include a lump sum amount as part of the superintendent's compensation to be used specifically for paying the annual fees of the superintendent for school district community activities and events if, in the board's judgment, the superintendent's participation will further the public purpose of promoting and deriving support for the school district and public education in general. It is within the discretion of the board to pay annual fees for professional organizations and activities.

Legal Reference: Iowa Code § 279.8 ~~(2009)~~.
~~1990 Op. Att'y Gen. 79.~~

Cross Reference: 303.3 Superintendent Salary and Other Compensation
304.8 Administrator Civic Activities

Code No. 303.8

303.8 SUPERINTENDENT CONSULTING/OUTSIDE EMPLOYMENT

The superintendent's position is considered full-time employment. The board expects the superintendent to give the responsibilities of the position precedence over other employment. The superintendent may accept consulting or outside employment for pay as long as, in the judgment of the board, the work is conducted on the superintendent's personal time and it does not interfere with the performance of the superintendent's duties.

The board reserves the right, however, to request that the superintendent cease the outside employment as a condition of continued employment. The board will give the superintendent thirty days' notice to cease outside employment.

Legal Reference: Iowa Code §§ 279.8, .20-~~(2009)~~.

Cross Reference: 303.2 Superintendent Contract and Contract Nonrenewal
303.4 Superintendent Duties

Approved 8/8/94 Reviewed 11/07/16 Revised 9/14/09

304.1 ADMINISTRATIVE POSITIONS

The school district will have, in addition to the superintendent, a principal responsible for high school, middle school and elementary school assigned annually by contract. Administrative duties will also be assigned as Activities/Athletic Director, Curriculum Director, Business Manager, and any other as deemed necessary by the board, annually by contract. These administrators will work closely with the superintendent in the day-to-day operations of the school district.

It is the responsibility of these administrators to uphold board policy, to instill a positive, cooperative environment with employees, and to share their expertise with each other and the board under the management team concept.

Legal Reference: Iowa Code §§ 279.8, .20, .21, .23-.24 ~~(2009)~~.
281 I.A.C. 12.4.

Cross Reference: 301 Administrative Structure
303 Administrative Employees

Approved 8/8/94

Reviewed 11/07/16

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304.2 ADMINISTRATOR QUALIFICATIONS, RECRUITMENT, APPOINTMENT

The board will employ building principals and other administrators, in addition to the superintendent, to assist in the daily operations of the school district.

The board will consider applicants who meet or exceed the standards set by the Iowa Department of Education and the qualifications established in the job description for the position. In employing an administrator, the board will consider the qualifications, credentials and records of the applicants without regard to race, color, [creed](#), religion, sex, national origin, age, [sexual orientation](#), [gender identity](#) or disability. In keeping with the law, however, the board will consider the veteran status of the applicants. The board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing an administrator, the board will also consider the school district's educational philosophy, financial condition, organizational structure, education programs, and other factors deemed relevant by the board.

It is the responsibility of the superintendent to make a recommendation to the board for filling an administrative position, based on the requirements stated in this policy. The board will act only on the superintendent's recommendation.

The board may contract for assistance in the search for administrators.

Legal Reference: Iowa Code §§ 279.8, .21-~~(2009)~~.
281 I.A.C. 12.4.
~~1980 Op. Att'y Gen. 367.~~

Cross Reference: 304 Administrative Employees

Approved 8/8/94

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304.3 ADMINISTRATOR CONTRACT AND CONTRACT NONRENEWAL

The length of the contract for employment between an administrator and the board will be determined by the board and stated in the contract. The contract will also state the terms of the employment.

The first ~~two~~ three consecutive years of a contract issued to a newly employed administrator will be considered a probationary period. ~~The board may waive this period.~~ The probationary period may be extended for an additional year upon the consent of the administrator. In the event of termination of a probationary or non-probationary contract, the board will afford the administrator appropriate due process, ~~as required by law including notice by May 15.~~ The administrator and board may mutually agree to terminate the administrator's contract.

~~If an administrator's contract is not being renewed by the board, the contract will be extended automatically for additional one-year periods beyond the end of its term until it is modified or terminated as mutually agreed to by the parties or until the administrator's contract is terminated consistent with statutory termination procedures.~~

It is the responsibility of the superintendent to create a contract for each administrative position. ~~The board may issue temporary and nonrenewable contracts in accordance with law.~~

Administrators who wish to resign, to be released from a contract, or to retire, must comply with applicable law and board policies regarding the areas of resignation, release or retirement.

Legal Reference: [Martin v. Waterloo Community School District, 518 N.W. 2d 381 \(Iowa 1994\).](#)
[Cook v Plainfield Community School District, 301 N.W.2d 771 \(Iowa App. 1980\).](#)
[Board of Education of Fort Madison Community School District v Youel, 282 N.W.2d 677 \(Iowa 1979\).](#)
[Briggs v Board of Education of Hinton Community School District, 282 N.W.2d 740 \(Iowa 1979\).](#)
[Iowa Code §§ 279.20, .22 .25 \(2009\).](#)
[281 I.A.C. 12.4\(4\), .4\(7\).](#)

Cross Reference: ~~3043~~ [Superintendent Administrative Employees Reduction in Administrative Positions](#)

Code No. 304.4

304.4 ADMINISTRATOR SALARY AND OTHER COMPENSATION

The board has complete discretion to set the salary of the administrators. It is the responsibility of the board to set the salary and benefits of the administrators at a level that will include consideration of, but not be limited to, the economic condition of the school district and the training, experience, skill, and demonstrated competence of the administrators. The salary will be set at the beginning of each contract period.

In addition to the salary and benefits agreed upon, the administrator's actual and necessary expenses will be paid by the school district when the administrator is performing work-related duties. The board will approve the payment of other benefits or compensation over and above the administrator's contract. Approval of other benefits or items of an administrator's compensation will be included in the records of the board in accordance with board policy.

Legal Reference: Iowa Code § 279.21 ~~(2009)~~.
~~1984 Op. Atty Gen. 47~~

Cross Reference: 304 Administrative Employees

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304.5 ADMINISTRATOR DUTIES

Administrators will be hired by the board to assist the superintendent in the day-to-day operations of the school district.

Each attendance center will have a principal responsible for the administration and operation of the attendance center. Each principal, as chief administrator of the assigned attendance center, is responsible for the building and grounds, for the students and employees assigned to the attendance center, for school activities at the attendance center, for the education program offered in the attendance center, and the budget for the attendance center. The principal is considered the professional advisor to the superintendent in matters pertaining to the attendance center supervised by the principal. Although the principals serve under the direction of the superintendent, duties of the principal may include, but not be limited to the following:

- Cooperate in the general organization and plan of procedure in the school under the principal's supervision;
- Supervision of the teachers in the principal's attendance center;
- Maintain the necessary records for carrying out delegated duties;
- Work with the superintendent in rating, recommending and selecting supervised employees whenever possible;
- Work with the superintendent in determining the education program to be offered and in arranging the schedules. As much of the schedule as possible should be made before school closes for summer vacation. In the matter of courses offered, the final approval rests with the superintendent who is in turn responsible to the board;
- Ensure that proper care is taken of all school books, supplies, materials, equipment, furniture and facilities;
- Instruct teachers to make a complete annual inventory of all school property contained in their individual rooms. This inventory is reviewed and filed with the board secretary;
- Investigate excessive cases of absence or tardiness of students and notify the parents or guardians of unexcused absence or tardiness. All such cases should be reported to the superintendent;
- Make such reports from time to time as the superintendent may require;
- Maintain the regular schedule of school hours established by the board and make no temporary changes in the schedule without the consent of the superintendent;
- Promptly notify the superintendent whenever ventilation, sanitation or heating of the building is unsatisfactory;
- Contribute to the formation and implementation of general policies and procedures of the school;
- Perform such other duties as may be assigned by the superintendent of schools.

This list of duties will not act to limit the board's authority and responsibility over the position of the administrators. In executing these duties and others the board may delegate; the administrators will consider the school district's financial condition as well as the needs of the students in the school district.

Legal Reference: Iowa Code §§ 279.8, .21, .23A (~~2009~~),
281 I.A.C. 12.4(5), .4(6), .4(7).

Cross Reference: 301 Administrative Structure
304 Administrative Employees

Approved 8/8/94

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Revised 9/14/09

304.6 ADMINISTRATOR EVALUATION

The superintendent will conduct an ongoing process of evaluating the administrators on their skills, abilities, and competence. ~~Annually~~At a minimum, the superintendent will formally evaluate the administrators annually. The goal of the formal evaluation process is to ensure that the educational program for the students is carried out, ensure student learning goals of the school district are met, promote growth in effective administrative leadership for the school district, clarify the administrator's role as defined by the board and the superintendent, ascertain areas in need of improvement, clarify the immediate priorities of the responsibilities listed in the job description, and develop a working relationship between the superintendent and the administrator.

The superintendent is responsible for designing an administrator evaluation instrument. The formal evaluation will include written criteria related to the job description. The superintendent, after receiving input from the administrators, will present the formal evaluation instrument to the board for approval.

The formal evaluation will also include an opportunity for the administrator and the superintendent to discuss the written criteria, the past year's performance and the future areas of growth. The evaluation is completed by the superintendent, signed by the administrator and filed in the administrator's personnel file.

The principal will be an educational leader who promotes the success of all students by:

- Facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community.
- Advocating, nurturing and sustaining a school culture and instructional program conducive to student learning and staff professional development.
- Ensuring management of the organization, operations and resources for a safe, efficient and effective learning environment.
- Collaborating with families and community members, responding to diverse community interests and needs and mobilizing community resources.
- Acting with integrity, fairness and in an ethical manner.
- Understanding the profile of the community, and responding to and influencing the larger political, social, economic, legal and cultural context.

It is the responsibility of the superintendent to conduct a formal evaluation of the probationary administrators and non-probationary administrators prior to May 15.

This policy supports and does not preclude the ongoing informal evaluation of the administrator's skills, abilities and competence.

Legal Reference: Iowa Code §§ 279.8, .21-.23A-~~(2009)~~.
281 I.A.C. 12.3~~(34)~~; ch. 83.

Cross Reference: ~~302.1—Administration and Board of Directors~~
304 Administrative Employees

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Code No. 304.7

304.7 ADMINISTRATOR PROFESSIONAL DEVELOPMENT

The board encourages the administrators to continue their professional growth by becoming involved in professional organizations, attending conferences, continuing their education, and participating in other professional activities.

It is the responsibility of the administrators to arrange their schedules in order to attend various conferences and events in which they are involved. Prior to attendance at an event, the administrator must receive approval from the superintendent. In the case where overnight travel or unusual expense is involved, the superintendent will bring it to the attention of the board prior to the administrator attending the event.

The administrator will report to the superintendent after an event.

Legal Reference: Iowa Code § 279.8 ~~(2009)~~.
281 I.A.C. 12.7.

Cross Reference: 303.6 Superintendent Professional Development
401.12 Employee Travel Compensation

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Revised 9/14/09

304.8 ADMINISTRATOR CIVIC ACTIVITIES

The board encourages the administrators to be involved in the school district community by belonging to community organizations, and by attending and participating in school district community activities.

It is the responsibility of the administrators to become involved in school district community activities and events. The board may include a lump sum amount as part of the administrator's compensation to be used specifically for paying the annual fees of the administrator for school district community activities and events if, in the board's judgment, the administrator's participation will further the public purpose of promoting and deriving support for the school district and public education in general. It is within the discretion of the board to pay annual fees for professional organizations and activities.

Legal Reference: Iowa Code § 279.8 ~~(2009)~~.
~~1990 Op. Att'y Gen. 79.~~

Cross Reference: 303.7 Superintendent Civic Activities

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Code No. 304.9

304.9 ADMINISTRATOR CONSULTING/OUTSIDE EMPLOYMENT

An administrative position is considered full-time employment. The board expects administrators to give the responsibilities of their positions in the school district precedence over other employment. An administrator may accept consulting or outside employment for pay as long as the administrator notifies the superintendent and, in the judgment of the board and the superintendent, the work is conducted on the administrator's personal time and it does not interfere with the performance of the administrative duties contracted by the board.

The board reserves the right, however, to request the administrator cease the outside employment as a condition of continued employment. The board will give the administrator thirty days notice to cease outside employment.

Legal Reference: Iowa Code §§ 279.8, .21-~~(2009)~~.

Cross Reference: 304.3 Administrator Contract and Contract Nonrenewal
304.5 Administrator Duties

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Reviewed 11/07/16

Revised 9/14/09

305 REDUCTION IN ADMINISTRATIVE POSITIONS

The board shall have the discretion to determine the appropriate number of administrators.

When considering a reduction in administrative positions, the board shall consider the number of students to be enrolled, the financial condition of the school district, the reassignment of duties among other administrators, and other factors deemed relevant by the board.

The board shall consider the relative skills, ability, competence, experience, effectiveness, and qualifications of the administrators to do the available work, as well as other factors deemed relevant by the board in making reductions in administrative positions.

Legal Reference: In re Waterloo Community School District, 338 N.W.2d 153 (Iowa 1983).
Olds v Board of Education, Nashua Community School District, 334 N.W.2d 765 (Iowa App. 1983).

Iowa Code §§ 279.8, .21, .23, .24 (2009).

Cross Reference: 303 Superintendent
304 Administrative Employees

306.1 DEVELOPMENT AND ENFORCEMENT OF ADMINISTRATIVE REGULATIONS

Administrative regulations may be necessary to implement board policy. It is the responsibility of the superintendent to develop administrative regulations.

In developing the administrative regulations, the superintendent may consult with administrators or others likely to be affected by the regulations. Once the regulations are developed, employees, students and other members of the school district community will be informed in a manner determined by the superintendent.

The board will be kept informed of the administrative regulations utilized and their revisions. The board may review and recommend change of administrative regulations prior to their use in the school district if they are contrary to the intent of board policy.

It is the responsibility of the superintendent to enforce administrative regulations.

Legal Reference: Iowa Code § 279.8 ~~(2009)~~.

Cross Reference: 210 Board of Directors' Management Procedures
306.2 Monitoring of Administrative Regulations

Approved 8/8/94

Reviewed 11/07/16

Revised 9/14/09

Code No. 306.2

306.2 MONITORING OF ADMINISTRATIVE REGULATIONS

The administrative regulations will be monitored and revised when necessary. It is the responsibility of the superintendent to monitor and revise the administrative regulations.

The superintendent may rely on the board, administrators, employees, students, and other members of the school district community to inform the superintendent about the effect of and possible changes in the administrative regulations.

Legal Reference: Iowa Code §§ 279.8, .20-~~(2009)~~.

Cross Reference: 210 Board of Directors' Management Procedures
306.1 Development and Enforcement of Administrative Regulations

Approved 8/8/94 Reviewed 11/07/16 Revised 9/14/09

307 ADMINISTRATOR CODE OF ETHICS

Administrators, as part of the educational leadership in the school district community, represent the views of the school district. Their actions, verbal and nonverbal, reflect the attitude and the beliefs of the school district. Therefore, administrators will conduct themselves professionally and in a manner fitting to their position.

Each administrator will follow the code of ethics stated in this policy. Failure to act in accordance with this code of ethics or in a professional manner, in the judgment of the board, will be grounds for discipline up to, and including, discharge.

The professional school administrator:

- Makes the education and well-being of students the fundamental value of all decision making.
- Fulfills all professional duties with honesty and integrity and always acts in a trustworthy and responsible manner.
- Supports the principle of due process and protects the civil and human rights of all individuals.
- Implements local, state and national laws.
- Advises the school board and implements the board's policies and administrative rules and regulations.
- Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals or that are not in the best interest of children.
- Avoids using his/her position for personal gain through political, social, religious, economic or other influences.
- Accepts academic degrees or professional certification only from accredited institutions.
- Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
- Honors all contracts until fulfillment, release or dissolution mutually agreed upon by all parties.
- Accepts responsibility and accountability for one's own actions and behaviors.
- Commits to serving others above self.

Legal Reference: Iowa Code § 279.8 ~~(2009)~~.
282 I.A.C. 13.

Cross Reference: 404 Employee Conduct and Appearance

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308 SUCCESSION OF AUTHORITY TO THE SUPERINTENDENT

In the absence of the superintendent, it is the responsibility of the other administrators to assume the superintendent's duties. The succession of authority to the superintendent is in this order: an administrator in the district with superintendent licensure, followed by an administrator designated by the board.

If the absence of the superintendent is temporary, the successor will assume only those duties and responsibilities of the superintendent that require immediate action. If the board determines the absence of the superintendent will be a lengthy one, the board will appoint an acting superintendent to assume the responsibilities of the superintendent. The successor will assume the duties when the successor learns of the superintendent's absence or when assigned by the superintendent or the board.

References to "superintendent" in this policy manual will mean the "superintendent or the superintendent's designee" unless otherwise stated in the board policy.

Legal Reference: Iowa Code § 279.8.
281 I.A.C. 12.4(4).

Cross Reference: 303 Superintendent

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309 COMMUNICATION CHANNELS

Questions and problems are resolved at the lowest organizational level nearest to the complaint. School employees are responsible for conferring with their immediate supervisor on questions and concerns. Students and other members of the school district community will confer with a licensed employee and then with the principal on questions and concerns.

If resolution is not possible by any of the above, individuals may bring it to the attention of the superintendent within 5 school days of their discussion with the principal. If there is no resolution or plan for resolution by the superintendent within 10 school days of the individual's discussion with the superintendent, the individual may ask to have the question or problem placed on the board agenda. [It is within the board's discretion whether to hear the concern.](#)

It will first be the responsibility of the administrators to resolve questions and problems raised by the employees and the students they supervise and by other members of the school district community.

Legal Reference: Iowa Code § 279.8 ~~(2003)~~.

Cross Reference: 215.1 ~~General Complaints by Citizens~~ [Public Complaints](#)
401.5 Employee Complaints
502.6 Student Complaints and Grievances
504.3 Student Publications
~~900 Principles and Objectives for Community Relations~~
[215 Public Participation in Board Meetings](#)

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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.~~ To the extent a group of employees has a recognized collective bargaining unit, the provisions of the master contract regarding such topics shall prevail.

Board policies in this series relating to general employees ~~shall~~ will apply to employees regardless of their position as a licensed employee, classified employee, substitute or administrator. Board policies relating to licensed employees ~~shall~~ will 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 or a more specific policy is in the 300 series, Administration. Classified employees' policies included in this series ~~shall~~ will apply to positions that do not fall within the definition of licensed employee.

Code No. 401.1

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

Approved 08/08/94 Reviewed 08/14/17 Revised 05/10/10

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 teaching~~ position, the ~~school~~ district ~~shall~~ ~~conduct~~ ~~perform~~ the 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. The district may determine on a case-by-case basis that, based on the duties, other positions within the district will also require background checks. Based upon the results of the background checks, the school district will determine whether an offer will be extended. If the candidate is a teacher who has an initial license from the BOEE, then the requirement for a background check is waived.~~

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 ([EEO/AA](#)) 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.

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.

Code No. 401.2
Page 2 of 2

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

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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 [companies doing business with the school district](#). 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.

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 or any vote, or providing any other official service or thing that is not available generally to 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: [7 C.F.R. 3016.36\(3\)](#)
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

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Revised 11/14/11

Code No. 401.4

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

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Reviewed 08/14/17

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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 handbook](#) 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 08/14/17

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 08/14/17

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.
3. 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 individual's 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.)

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~~one years after termination of employment with the district. Applicant records are maintained for minimum of ~~seven~~one years after the position was filled. Payroll and salary records are maintained for a minimum of three years after payment.

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Revised 09/12/11

Code No. 401.7

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
401.7 Employee Involvement in Decision Making

Approved 08/08/94

Reviewed 08/14/17

Revised 09/12/11

Code No. 401.8

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

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Reviewed 08/14/17

Revised 09/12/11

Code No. 401.9

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 08/14/17

Revised 09/12/11

Code No. 401.10

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 08/14/17

Revised 09/12/11

Code No. 401.11

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: 401.127 Employee Travel Compensation
711 Transportation
904.1 Transporting Students in Private Vehicles

Approved 08/08/94

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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.

Travel Outside the School District

Travel outside of the school district must be pre-approved. Pre-approval will include an evaluation of the necessity of the travel, the reason for the travel and an estimate of the cost of the travel to qualify as approved school district business. Travel outside the school district by employees, other than the superintendent, is pre-approved by the superintendent or an immediate supervisor. Travel outside the school district by the superintendent shall be approved by the board president.

Reimbursement for actual and necessary expenses may be allowed for travel outside the school district if the employee received pre-approval for the travel. Prior to reimbursement of actual and necessary expenses, the employee must provide the school district with a detailed, itemized receipt, indicating the date, purpose and nature of the expense for each claim item. In exceptional circumstances, the superintendent 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.

Failure to have a detailed, itemized receipt will make the expense a personal expense. Personal expenses, including mileage, in excess of that required for the trip are reimbursed by the employee to the school district no later than 10 working days following the date of the expense.

Reimbursement for actual and necessary expenses for travel outside the school district will be limited to the pre-approved expenses. Pre-approved expenses for registration are limited to the actual cost of the registration.

Pre-approved expenses for transportation within three-hundred miles of the school district administrative office will be by automobile. If a school district vehicle is not available, the employee will be reimbursed mileage at the Internal Revenue Service standard mileage rate. Travel to/from home and work is never a reimbursable travel expense. Travel Costs for a spouse or anyone other than the district employee shall be a personal expense not reimbursed by the district.

Travel Within the School District

Employees required to travel in their personal vehicle between school district buildings to carry out the duties of their position may be reimbursed mileage at the Internal Revenue Service standard mileage rate. It is the responsibility of the superintendent to approve travel within the school district by employees. It is the responsibility of the board to review the travel within the school district by the superintendent through the board's audit and approval process.

Travel allowances within the district will be provided only after Board approval. Employees who are allowed a within district travel allowance will have the amount of the allowance actually received during each calendar year included on the employee's W-2 form as taxable income according to the Internal Revenue Code.

Use of District-Owned Vehicles

Certain district employment positions may require regular and extensive travel. Due to the required duties of these positions, the district may provide certain positions with use of district-owned vehicles. Employees who utilize district-owned vehicles during the course of their job duties are fulfilling the public purpose of meeting the needs of the educational community in an efficient, and time-sensitive manner. District-owned vehicles are purchased and maintained with public money and must be used strictly in accordance with fulfilling a public purpose. These vehicles represent the district in carrying out its educational mission. Therefore, district-owned vehicles will be clearly marked at all times to identify the district.

The superintendent is responsible for developing administrative regulations regarding actual and necessary expenses, in-school district travel allowances and assignment and proper use of school district vehicles. The administrative regulations will include the appropriate forms to be filed for reimbursement to the employee from the school district and the procedures for obtaining approval for travel outside of and within the school district.

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 08/14/17

Revised 01/13/14

Code No. 401.13

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 fiscal 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 08/14/17

Revised 03/10/14

Code No. 401.14

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 08/14/17

Revised 05/10/10

Code No. 401.15

401.15 EMPLOYEE POLITICAL ACTIVITY

Employees will not engage in political activity upon property under the jurisdiction of the board [including the use of school district email accounts](#). 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, [general information regarding elections or ballot issues](#) 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 08/14/17

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 08/14/17

Revised 09/12/11

401.17 STAFF TECHNOLOGY USE/SOCIAL NETWORKING

Computers, [electronic devices and other technology](#) are powerful and valuable education and research tools 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 technology](#) resources. The Technology Director will prepare in-service programs for the training and development of school district staff in [computer technology](#) skills, appropriate use of [computers-district technology](#) and for the incorporation of [computer technology](#) use in subject areas.

The superintendent, working with appropriate staff, shall establish regulations governing the use and security of the school district's [computer technology](#) resources. The school district will make every reasonable effort to maintain the security of the [system-district networks and devices](#). All users of the school district's [computer technology](#) 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 technology](#) access privileges.

Usage of the school district's [computer technology](#) 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.~~ District-owned technology; and district maintained social media and e-mail accounts are the [property of the school district](#). 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 technology](#) records in order to exercise appropriate control over [computer](#) records, including financial, personnel and student information. The procedures will address [at a minimum](#):

- passwords,
- system administration,
- separation of duties,
- remote access,
- data back-up (including archiving of e-mail),
- 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 08/14/17

Revised 07/11/11

401.17R1 STAFF TECHNOLOGY USE REGULATION

General

The following rules and regulations govern the use of the school district's ~~computer~~ network systems, employee access to the ~~I~~nternet, and management of ~~computerized~~digital 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 ~~I~~nternet for education-related and/or work-related activities.
- Employees shall refrain from using ~~computer~~technology resources for personal use, including access to social networking sites.
- Use of the school district ~~computers~~technology 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~~technology 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.
- Employees are representatives of the district at all times and must model appropriate character, both on and off the worksite. This applies to material posted with personal devices and on personal websites and/or social media accounts. Posted messages or picture which diminish the professionalism or discredit the capacity to maintain respect of students and parents may result in disciplinary action up to and including termination if the content posted is found to be disruptive to the educational environment and adversely impacts the employee's ability to effectively serve as a role model or perform his/her job duties for the district. The type of material that would affect an employee's ability to serve as an appropriate role model includes, but is not limited to, text or depictions involving hate speech, nudity, obscenity, vulgarity or sexually explicit content. Employee communications with students should be limited as appropriate. If there is any uncertainty, employees should consult their building administrator.

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.

Code No. 401.17R1
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- 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~~technology on the school district's ~~computer~~technology 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 avoid~~ using their phones for school district business. Employees should contact students and their parents through ~~the~~ school district ~~computer~~technology or phone ~~system~~ 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 08/14/17

Revised 07/11/11

401.18 LIMITATIONS TO EMPLOYMENT REFERENCES

The district believes in taking appropriate measures to promote the health and welfare of all students. Any school employee, contractor, or agent shall not assist another school employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative personnel files, if the individual or agency knows, or has probable cause to believe, that such school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law.

This limitation does not apply if the matter has been properly reported to law enforcement and any other regulatory authorities required by law, and either:

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

Note: This is a mandatory policy. The language stated in the policy reflects the standards established for schools receiving funding under the Every Student Succeeds Act.

Legal References: 20 U.S.C. §7926
281 I.A.C. 12.3(14)

Cross References: 401.5 Employee Records
402.2 Child Abuse Reporting
402.3 Abuse of Students by School District Employees
405.2 Licensed Employee Qualifications, Recruitment, Selection
411.2 Classified Employee Qualifications, Recruitment, Selection

Approved _____ Reviewed _____ Revised _____

401.20 EMPLOYEE USE OF CELL PHONES

The use of cell phones and other communication devices may be appropriate to provide for the effective and efficient operation of the school district and to help ensure safety and security of people and property while on school district property or engaged in school-sponsored activities.

The italicized section below is for those boards that have school district-provided cell phones. If your board doesn't have them, this section can be eliminated. If it does, the policy should be amended to reflect local policy and practice. The italics and brackets should also be deleted.

[The Board authorizes the purchase and employee use of cell phones as deemed appropriate by the superintendent. School district-owned cell phones shall be used for authorized school district business purposes, consistent with the school district's mission and goals.

Use of cell phones in violation of board policies, administrative regulations, and/or state/federal laws will result in discipline, up to and including dismissal, and referral to law enforcement officials, as appropriate.

The superintendent is directed to develop administrative regulations for the implementation of this policy, including a uniform and controlled system for identifying employee cell phone needs, monitoring use and reimbursement. Provisions may also be included for staff use of privately owned cell phone for authorized school district business.]

Employees may possess and use cell phones during the school day as outlined in this policy and as provided in the administrative regulation developed by the superintendent. Employees should not use cell phones for personal business while on-duty, including staff development times, parent-teacher conferences, etc., except in the case of an emergency or during prep time or break/lunch times. Employees, except for bus drivers, see below, are prohibited from using cell phones while driving except in the case of an emergency and any such use must comply with applicable state and federal law and district policies and regulations.

Cell phones are not to be used for conversations involving confidential student or employee information. *[School district-provided cell phones devices are not to be loaned to others.]*

School bus drivers are prohibited from using any communication device while operating the bus except in the case of an emergency, or to call for assistance, after the vehicle has been stopped. Any such use must comply with applicable state and federal law and district policies and regulations.

Cell Phone Allowance [for districts who utilize an allowance rather than supply district-owned devices]

Certain positions within the district may require the regular use of cell phones to conduct district business. These employees may purchase and/or maintain cell phones and related equipment, at their own expense, to make themselves accessible to the district and to conduct district business more efficiently. The superintendent has discretion to determine which district positions qualify for a cell phone allowance. The monthly cell phone allowance amount shall be established by the superintendent and/or the board. Employees who utilize their personal cell phones shall do so in accordance with this policy and accompanying procedures. The cell phone allowance is neither permanent nor guaranteed. The district reserves the right to rescind the allowance at any time

allowance is neither permanent nor guaranteed. The district reserves the right to rescind the allowance at any time for a violation of district policy or regulation or for any other reason.

Employees violating the policy will be subject to discipline, up to and including, discharge. It is the responsibility of the superintendent to develop administrative regulations regarding this policy.

Legal References: Internal Revenue Comment Notice, 2009-46, http://www.irs.gov/irb/2009-23_IRB/ar07.html
Iowa Code §§ 279.8; 321.276.

Cross References: 406 Licensed Employee Compensation and Benefits
412 Classified Employee Compensation and Benefits
707.5 Internal Controls

Approved _____ Reviewed _____ Revised _____

401.20R1 EMPLOYEE USE OF CELL PHONES REGULATION

Cell phone Usage

1. Cell phones shall be used in a manner that does not disrupt instruction and should not be used during school-sponsored programs, meetings, in-services, or other events where there exists a reasonable expectation of quiet attentiveness unless there is a reason of personal health or safety involved.
2. Cell phones should not be used to transmit confidential student or personal information either verbally or written.
3. Employees are prohibited from using a cell phone while driving as part of their work duties, unless in the case of an emergency, unless the vehicle has come to a complete stop and the gear is in park.

[The following are recommended for those school districts that have district-provided cell phones.

4. Cell phones are provided specifically to carry out official school district business when other means of communications are not readily available. These devices may not be used for routine personal communications..
5. Personal use of school district-provided cell phones is limited to making or receiving calls for emergency and/or incidental purposes. Whenever possible, such calls should be made or received on school district or other public telephones.
6. Employees issued a cell phone are responsible for its safekeeping at all times. Defective, lost or stolen cell phones are to be reported immediately to the superintendent who will in turn notify the service provider. Reckless or irresponsible use of school district equipment, resulting in loss or damage may result in the employee having to reimburse the school district for any associated costs of replacement or repair.
7. Cell phones and any other school district issued communication equipment issued for employees are to be returned to the board secretary at the conclusion of the school year, activity or as otherwise specified or immediately upon request.

Cell Phone Authorization - School district-provided cell phones may be purchased and authorized for staff use in accordance with the following guidelines:

Cell phones may be assigned or made available on a temporary basis, by the superintendent, when it is determined:

1. The assignment of a cell phone device to the employee is a prudent use of school district resources;
2. The employee's job responsibilities requires the ability to communicate frequently outside of district property and/or regular district hours.
3. The employee's job involves situations where immediate communication is necessary to ensure the safety of individuals and security of school district property.]

Cell Phone Business Procedures

School district employees may be reimbursed for use of privately owned cell phones to conduct school district business in accordance with board policy and this regulation, with prior approval of the superintendent

1. Requests for reimbursement for authorized use of employee owned cell phones are to be submitted on school district provided forms accompanied by a copy of the billing statement with the school district business related calls highlighted. A notation for each highlighted entry, indicating the nature of the call is required. The employee's immediate supervisor must sign-off on the billing statement verifying the calls were school district business related. School district reimbursement for authorized use of employee owned cell phones will be made in conformance with school district payment procedures. Requests for reimbursement, including the highlighted billing statement must be submitted within thirty (30) days of the end of the time period for which reimbursement is requested. Requests submitted after the reimbursement deadline has passed will be denied.

[The following is recommended for those school districts that have district-provided cell phones.]

2. If personal calls are made on a district-owned phone and the calls result in an additional plan charge to the district, the calls must be itemized and reimbursed to the district.

Code No. 402.1

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 08/14/17

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~~three years. ~~After July 1, 2019, employees who have previously taken mandatory reporter training will be required to take the two-hour training course before the expiration of their current training certificate. Once the training course has been taken, the certificate will remain valid for three years. Employees who have take the post-July 1, 2019 two-hour training course will take the one-hour follow up training course every three years and prior to the expiration of their certificate. 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

Approved 08/08/94

Reviewed 06/19/17

Revised 06/19/17

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.

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.

Approved 08/08/94

Reviewed 08/14/17

Revised 07/12/10

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
~~503.54 Corporal Punishment~~ Harassment
~~10450 Corporal Punishment~~ Bullying/Harassment
~~507 Student Health and Well-Being~~

Approved 08/08/94

Reviewed 08/14/17

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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

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 & Address (please print)

Be advised that you have the right to contact the police or sheriff's office, the county attorney, a private attorney, or the Iowa 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: _____

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

*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

Were audio tapes made of any interviews? _____ Yes _____ No Video tapes? _____ 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.
- 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: _____

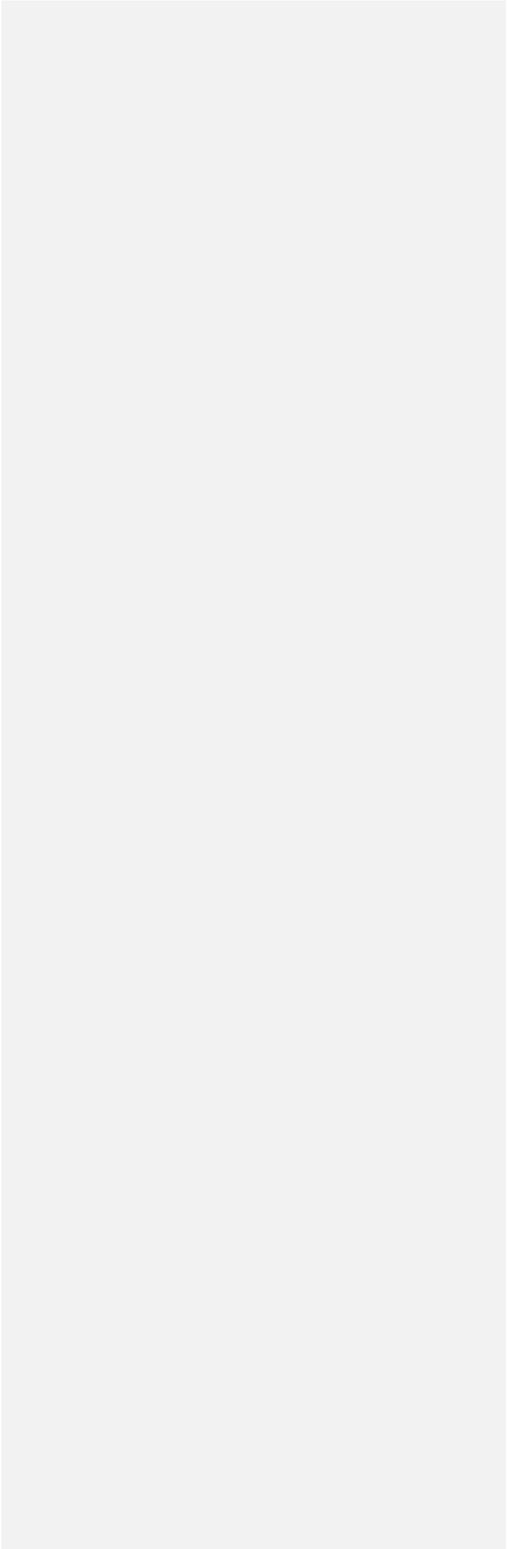
I have given a copy of the report of abuse and of this investigative report to the employee named in the report, the employee's supervisor, and the student's parent or guardian and informed the person filing the report of the options of contacting law enforcement, private counsel, or the State Board 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.

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:
 10. Contacting law enforcement officials.
 11. Contacting private counsel for the purpose of filing a civil suit or complaint.
 12. 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.
 - (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.

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.

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.

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;
- 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;
- 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;
- 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;

- 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:

- 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
[704.4 Gifts-Grants-Bequests](#)

Approved 08/08/94

Reviewed 08/14/17

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:

Matters concerning an individual student, teacher, or other employee should first be addressed to the teacher or employee.

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.

Unsettled matters regarding licensed employees from (b) above or problems and questions concerning the school district should be directed to the superintendent.

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 08/08/04 _____ Reviewed 08/14/17 _____ 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

Approved 08/08/94

Reviewed 08/14/17

Revised 07/12/10

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 08/14/17

Revised 07/12/10

Code No. 402.8

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 08/14/17

Revised 07/12/10

Code No. 402.9

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 08/14/17

Revised 07/12/10

Code No. 402.10

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:

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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)~~.
[49 C.F.R. §§ 391.41 – 391.49.](#)
Iowa Code §§ 20.9; 279.8, 321.376-~~(2009)~~.
281 I.A.C. ~~42.4(14); 43.15–20;~~ [43.17.](#)

Cross Reference: 403 Employees' Health and Well-Being

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403.2 EMPLOYEE INJURY ON THE JOB

When an employee becomes seriously injured on the job, the ~~building principal or employee's~~ supervisor will notify a member of the family, or an individual of close relationship, as soon as the ~~building principal or employee's~~ 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 ~~board secretary~~ employee to file ~~worker's comp~~ 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 immunosuppressed 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 students, coworkers, or others at the workplace and 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 personnel 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. 139A; 141A \(2009\).](#)
[641 I.A.C. ~~1.2-7.1, .2, .7.~~](#)

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

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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.

403.3R1 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 rewashed. 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.

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~~
~~804 Safety Program~~

Approved 08/08/94

Reviewed 08/14/17

Revised 07/12/10

Code No. 403.5

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 08/14/17

Revised 07/16/13

Code No. 403.6

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 08/14/17

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, barbiturate, 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. ~~A "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.

~~The superintendent will make the determination whether to require the employee to undergo substance abuse treatment or to discipline the employee.~~ 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.

~~The superintendent is responsible for publication and dissemination of this policy to each employee. In addition, the superintendent will oversee the establishment of a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment programs.~~

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

Legal Reference: 41 U.S.C. §§ ~~81701-707 (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: ~~404502.9~~ Employee Conduct and Appearance ~~Smoking Drinking Drugs~~

Approved 08/08/94

Reviewed 08/14/17

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, barbiturate, 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 an employee. This includes school district facilities, other school premises or school district vehicles. Workplace also includes non-school property if the employee is at any school-sponsored, school-approved or school-related 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:

- A. **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.

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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~~[High 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. [The district is required to keep a record of all drug or alcohol violations by employees for a minimum of five years. Employees are put on notice that information related to drug or alcohol violations will be reported to the Federal Motor Carrier Safety Administration \(FMCSA\) Clearinghouse. Additionally, the district will conduct FMCSA Clearinghouse queries for employees annually. Employees must provide written consent for the district to conduct FMCSA Clearinghouse queries; however, employees who choose to withhold consent will be prohibited from performing any safety sensitive functions.](#)

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.

[IASB Drug and Alcohol Testing Program \(IDATP\) Web site:](#)
https://www.ia-sb.org/Main/Affiliated_Programs/Iowa_Drug_Alcohol_Testing_Program.aspx.

[NOTE: It is important for the school district to read this policy and its supporting documents and the notes very carefully. This policy and its supporting documents assume the school district employs its drivers and owns the school vehicles rather than contracts with a private service provider with its own drug and alcohol testing program. School districts contracting with a private service provider must ensure the provider has a drug and alcohol testing program complying with the federal regulations.](#)

[Compliance with the regulations is the responsibility of the school district even if the school district uses a service provider. Boards need to determine who will be responsible for administering the drug and alcohol testing program in the second paragraph and make that determination throughout the policies and regulations.](#)

This policy and its supporting documents also assume private contractors and nonpublic schools participating in the Iowa Drug and Alcohol Testing Program (IDATP) have chosen to test only under the federal regulations and not to test under state law.

This policy and its supporting documents terminate a driver for violation of the policy and its supporting documents. Such a violation includes a positive drug test result. Should a school district, after careful consideration, choose to retain the option not to terminate for violation of this policy, consideration should be given to making the following changes:

School districts choosing to pay for OR to make the driver bear the personal and financial responsibility for the substance abuse evaluation and rehabilitation, if any:

First sentence of paragraph two: The employees operating a school vehicle as described above are subject to pre-employment drug testing and random, reasonable suspicion, post-accident, return-to-duty and follow-up drug and alcohol testing.

School districts choosing to pay for the substance abuse evaluation and rehabilitation, if any:

Paragraph three: Employees who violate the terms of this policy may be subject to discipline up to and including termination at the discretion of the school district. Employees who violate this policy, as a condition of continued employment, will be required to successfully participate in a substance abuse evaluation and a substance abuse treatment program, recommended by the substance abuse professional. Employees required to participate in and 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.

School districts choosing to make the employee bear the personal and financial responsibility for the substance abuse evaluation and rehabilitation, if any:

Paragraph three: Employees who violate the terms of this policy may be 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 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.

This policy and the supporting documents require the school district to designate a school district contact person for the drug and alcohol testing program. The title of the person(s) designated should be entered in paragraph two. This person will answer questions from employees and others about the program, receive the test results and receive the identification numbers of the drivers who were selected for random testing and notify those drivers. If these responsibilities are divided among different persons, the policy and supporting documents must clearly explain which person handles which part of the drug and alcohol testing program.

Information about the Federal Motor Carrier Safety Administration Clearinghouse is located at: clearinghouse.fmcsa.dot.gov

Information about resources for a substance-free awareness program and related services may be obtained from the school district's employee assistance program, the Department of Education at (515) 281-3021 or Department of Health, Substance Abuse Division at (515) 281-3641. For regulations and forms, <http://www.fmcsa.dot.gov/rules-regulations/topics/drug/drug.htm?>

Note: For more detailed discussion of this issue, see IASB's Policy Primer, May 15, 2003.

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~~ 81 ~~(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

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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 persons, 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.
 - 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. 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.
 - b. A confirmation alcohol test result of less than 0.02 alcohol concentration allows the driver to continue to perform a safety-sensitive function.

- c. 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.
- d. 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.
- 3. 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.
- 4. 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.
 - 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

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.
 - 3) 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.
5. 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.
 - 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 effect 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.
 - 3) The last specimen provided by the driver was determined by the laboratory to not meet specific gravity and urine creatinine concentration criteria.
 - 4) The collection site person observes conduct of the driver to substitute or adulterate the specimen.
 - 5) 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. 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 cause the failure to provide adequate urine.
 - f. The specimen is kept in view of the driver and the collection site person.
 - g. 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.
 - h. 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.

- i. 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.
 - j. 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.
 - k. The specimen is divided in to the primary and the split specimen, sealed and labeled. The label is initialed by the driver.
 - l. The driver is required to read and sign the statement of the chain of custody form certifying the specimens are the driver's.
 - m. 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.
 - n. 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.
 - o. 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.
 - 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.
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 a reasonable period.
 - 4) Take appropriate action (i.e., follow-up with an 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.

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.
 - 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.
 - 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 no 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).
- 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.
 - 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.
 - 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.

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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.

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.

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 that information related to drug or alcohol violations will be reported to the Federal Motor Carrier Safety Administration \(FMCSA\) Clearinghouse.](#)

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.

[NOTE: This form also assumes the school district will terminate the driver upon violation of this policy and its supporting documents. Should a school district, after careful consideration, choose to retain the option not to terminate for violation of this policy, consideration should be given to changing the first and third paragraph to read:](#)

[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 random, reasonable suspicion, post-accident, return-to-duty, and follow-up drug and alcohol testing as outlined in the Drug and Alcohol Testing Program policy, its supporting documents and the law.](#)

[For school districts choosing to make the driver bear the personal and financial responsibility for the substance abuse evaluation and rehabilitation, if any:](#)

[EMPLOYEES GOVERNED BY THE DRUG AND ALCOHOL TESTING POLICY ARE FURTHER NOTIFIED that](#)

employees violating this policy, its supporting documents or the law may be subject to discipline up to and including termination. As a condition of continued employment, employees violating this policy, its supporting documents or the law 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 recommended by the substance abuse professional. Employees required to participate in and 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.

The format of this notice is not specifically required by the federal regulations. It is designed to provide a starting point for school districts to develop their own form. However, the federal regulations do require the drivers have notice of the drug and alcohol testing program. Under the federal regulations, school districts may require their drivers to notify them of any prescription medications they are using. School districts which do not want to be informed may delete this language from this notice.

403.9E2 DRUG AND ALCOHOL TESTING PROGRAM ACKNOWLEDGMENT FORM

I, (_____), have received a copy, read and understand the Drug and Alcohol Testing Program policy of the Shenandoah Community School District 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 documents, ~~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.

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

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

I further understand that drug and alcohol testing records 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

403.9E3 DRUG & ALCOHOL PROGRAM AND PRE-EMPLOYMENT TESTING
WRITTEN CONSENT TO SHARE INFORMATION

I, (*Name of Employee*), understand that as part of my employment in a position that requires a commercial driver's license in the Shenandoah Community School District, I grant consent for the District to conduct queries of the Federal Motor Carrier Safety Administration ("FMCSA") Commercial Driver's License Drug and Alcohol Clearinghouse to determine whether drug or alcohol violation information about me exists in the Clearinghouse. I further consent to the District sharing information related to my drug and alcohol testing results with prior, current and future employers, as well as the FMCSA Clearinghouse in accordance with state and federal laws.

I understand that the District will check and perform queries of my drug and alcohol testing results prior to my employment in any position which requires the use of a commercial driver's license. I further understand the District will check and perform queries of my testing results annually and is required to report any drug and alcohol violations of this policy to the FMCSA Clearinghouse.

I understand that I am not required to consent to the query of the FMCSA Clearinghouse or the District sharing of drug and alcohol testing information with past, present or future employers or the FMCSA Clearinghouse; but that without my consent I understand I will be prohibited from performing safety sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations.

I hereby give my consent to the District to perform queries of the FMCSA Clearinghouse and share my drug and alcohol testing results with past, present and future employers, as well as the FMCSA Clearinghouse.

(Signature of Employee) (Date)

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 | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Tested positive for alcohol at a level of .04 or greater. If yes, list date(s) and type. _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Tested positive for drugs. If yes, list date(s) and type of test below: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | 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 & Alcohol

Type of Test: ____ Random ____ Pre-employment (drug only) ____ Post-accident ____ Reasonable suspicion

Time Sent by District School District Contact & 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

Code No. 403.9E5

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 _____

Code No. 403.9E7

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 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)

Code No. 403.9E8

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 Name</u>	<u>SSN</u>	<u>Deletions 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.
2. 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: _____

3. 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.
4. 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.
5. Remain available to submit to a post-accident alcohol test within two hours and no later than eight hours after the accident.
6. 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.
7. Failure to remain available for post-accident drug and alcohol testing is considered a refusal to test and may

8. subject the driver to discipline up to and including termination.
9. Seek appropriate medical attention despite the need to remain available to submit to post-accident drug and alcohol tests.
10. Using the Transportation Emergency Assistance Program manual developed by the Iowa Pupil Transportation Association, contact the nearest school district transportation director for assistance.
11. 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.
12. 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)
 - 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 profession, 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)
- _____ 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.

- _____ Refusal 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.
 - _____ 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 Acknowledgement form. (403.9E7)

_____ Applicant completes the Consent for Release 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)

____ 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 0.0399 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.

____ 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.
- _____ 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 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.

____ 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, [including administrators](#), 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. ~~4325~~; 26.

Cross Reference: [104](#) [Anti-bullying/Harassment](#)
[307](#) [Administrator Code of Ethics](#)
[401.11](#) [Employee Orientation](#)
[403.5](#) [Substance-Free Workplace](#)
[407](#) [Licensed Employee Termination of Employment](#)
[413](#) [Classified Employee Termination of Employment](#)
~~402.6~~ ~~Employee Relations to the Public~~

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404.R1 CODE OF PROFESSIONAL CONDUCT AND ETHICS REGULATION

CHAPTER 25

282—25.1(272) Scope of standards. This code of professional conduct and ethics constitutes mandatory minimum standards of practice for all licensed practitioners as defined in Iowa Code chapter 272. The adherence to certain professional and ethical standards is essential to maintaining the integrity of the education profession.

282—25.2(272) Definitions. Except where otherwise specifically defined by law:

“Administrative and supervisory personnel” means any licensed employee such as superintendent, associate superintendent, assistant superintendent, principal, associate principal, assistant principal, or other person who does not have as a primary duty the instruction of pupils in the schools.

“Board” means the Iowa board of educational examiners.

“Discipline” means the process of sanctioning a license, certificate or authorization issued by the board.

“Ethics” means a set of principles governing the conduct of all persons governed by these rules.

“Fraud” means knowingly providing false information or representations on an application for licensure or employment, or knowingly providing false information or representations made in connection with the discharge of duties.

“License” means any license, certificate, or authorization granted by the board.

“Licensee” means any person holding a license, certificate, or authorization granted by the board.

“Practitioner” means an administrator, teacher, or other licensed professional, including an individual who holds a statement of professional recognition, who provides educational assistance to students.

“Responsibility” means a duty for which a person is accountable by virtue of licensure.

“Right” means a power, privilege, or immunity secured to a person by law.

“Student” means a person, regardless of age, enrolled in a prekindergarten through grade 12 school, who is receiving direct or indirect assistance from a person licensed by the board.

“Teacher” means any person engaged in the instructional program for prekindergarten through grade 12 children, including a person engaged in teaching, administration, and supervision, and who is required by law to be licensed for the position held.

[ARC 7979B, IAB 7/29/09, effective 9/2/09]

282—25.3(272) Standards of professional conduct and ethics. Licensees are required to abide by all federal, state, and local laws applicable to the fulfillment of professional obligations. Violation of federal, state, or local laws in the fulfillment of professional obligations constitutes unprofessional and unethical conduct which can result in disciplinary action by the board. In addition, it is hereby deemed unprofessional and unethical for any licensee to violate any of the following standards of professional conduct and ethics:

25.3(1) Standard I—conviction of crimes, sexual or other immoral conduct with or toward a student, and child and dependent adult abuse. Violation of this standard includes:

a. *Fraud.* Fraud means the same as defined in rule 282—25.2(272).

b. *Criminal convictions.* The commission of or conviction for a criminal offense as defined by Iowa law provided that the offense is relevant to or affects teaching or administrative performance.

(1) Disqualifying criminal convictions. The board shall deny an application for licensure and shall revoke a previously issued license if the applicant or licensee has, on or after July 1, 2002, been convicted of, has pled guilty to, or has been found guilty of the following criminal offenses, regardless of whether the judgment of conviction or sentence was deferred:

1. Any of the following forcible felonies included in Iowa Code section 702.11: child endangerment, assault, murder, sexual abuse, or kidnapping;

2. Any of the following criminal sexual offenses, as provided in Iowa Code chapter 709, involving a child:
 - o First-, second- or third-degree sexual abuse committed on or with a person who is under the age of 18;
 - o Lascivious acts with a child;
 - o Assault with intent to commit sexual abuse;
 - o Indecent contact with a child;
 - o Sexual exploitation by a counselor;
 - o Lascivious conduct with a minor;
 - o Sexual exploitation by a school employee;
 - o Enticing a minor under Iowa Code section 710.10; or
 - o Human trafficking under Iowa Code section 710A.2;
 3. Incest involving a child as prohibited by Iowa Code section 726.2;
 4. Dissemination and exhibition of obscene material to minors as prohibited by Iowa Code section 728.2;
 5. Telephone dissemination of obscene material to minors as prohibited by Iowa Code section 728.15;
 6. Any offense specified in the laws of another jurisdiction, or any offense that may be prosecuted in a federal, military, or foreign court, that is comparable to an offense listed in subparagraph 25.3(1)“b”(1); or
 7. Any offense under prior laws of this state or another jurisdiction, or any offense under prior law that was prosecuted in a federal, military, or foreign court, that is comparable to an offense listed in subparagraph 25.3(1)“b”(1).
- (1) Other criminal convictions and founded child abuse. In determining whether a person should be denied a license or whether a licensee should be disciplined based upon any other criminal conviction, including a conviction for an offense listed in 25.3(1)“b”(1) which occurred before July 1, 2002, or a founded report of abuse of a child, the board shall consider:
1. The nature and seriousness of the crime or founded abuse in relation to the position sought;
 2. The time elapsed since the crime or founded abuse was committed;
 3. The degree of rehabilitation which has taken place since the crime or founded abuse was committed;
 4. The likelihood that the person will commit the same crime or abuse again;
 5. The number of criminal convictions or founded abuses committed; and
 6. Such additional factors as may in a particular case demonstrate mitigating circumstances or heightened risk to public safety.
- ~~c.~~ Sexual involvement or indecent contact with a student. Sexual involvement includes, but is not limited to, the following acts, whether consensual or nonconsensual: fondling or touching the inner thigh, groin, buttocks, anus or breasts of a student; permitting or causing to fondle or touch the practitioner’s inner thigh, groin, buttocks, anus, or breasts; or the commission of any sex act as defined in Iowa Code section 702.17.
- d. Sexual exploitation of a minor. The commission of or any conviction for an offense prohibited by Iowa Code section 728.12, Iowa Code chapter 709 or 18 U.S.C. Section 2252A(a)(5)(B).
- e. Student abuse. Licensees shall maintain professional relationships with all students, both inside and outside the classroom. The following acts or behavior constitutes unethical conduct without regard to the existence of a criminal charge or conviction:
- (1) Committing any act of physical abuse of a student;
 - (2) Committing any act of dependent adult abuse on a dependent adult student;
 - (3) Committing or soliciting any sexual or otherwise indecent act with a student or any minor;
 - (4) Soliciting, encouraging, or consummating a romantic or otherwise inappropriate relationship with a student;
 - (+)(5) Furnishing alcohol or illegal or unauthorized drugs or drug paraphernalia to any student or knowingly

allowing a student to consume alcohol or illegal or unauthorized drugs in the presence of the licensee;

- (6) Failing to report any suspected act of child or dependent adult abuse as required by state law; or
- (7) Committing or soliciting any sexual conduct as defined in Iowa Code section 709.15(3) "b" or soliciting, encouraging, or consummating a romantic relationship with any person who was a student within 90 days prior to any conduct alleged in the complaint, if that person was taught by the practitioner or was supervised by the practitioner in any school activity when that person was a student.

25.3(2) Standard II—alcohol or drug abuse. Violation of this standard includes:

- a. Being on school premises or at a school-sponsored activity involving students while under the influence of, possessing, using, or consuming illegal or unauthorized drugs or abusing legal drugs.
- b. Being on school premises or at a school-sponsored activity involving students while under the influence of, possessing, using, or consuming alcohol.

25.3(3) Standard III—misrepresentation, falsification of information. Violation of this standard includes:

- a. Falsifying or deliberately misrepresenting or omitting material information regarding professional qualifications, criminal history, college credit, staff development credit, degrees, academic award, or employment history when applying for employment or licensure.
- b. Falsifying or deliberately misrepresenting or omitting material information regarding compliance reports submitted to federal, state, and other governmental agencies.
- c. Falsifying or deliberately misrepresenting or omitting material information submitted in the course of an official inquiry or investigation.
- d. Falsifying any records or information submitted to the board in compliance with the license renewal requirements imposed under 282—Chapter 20.
- e. Falsifying or deliberately misrepresenting or omitting material information regarding the evaluation of students or personnel, including improper administration of any standardized tests, including, but not limited to, changing test answers, providing test answers, copying or teaching identified test items, or using inappropriate accommodations or modifications for such tests.

25.3(4) Standard IV—misuse of public funds and property. Violation of this standard includes:

- a. Failing to account properly for funds collected that were entrusted to the practitioner in an educational context.
- b. Converting public property or funds to the personal use of the practitioner.
- c. Submitting fraudulent requests for reimbursement of expenses or for pay.
- d. Combining public or school-related funds with personal funds.
- e. Failing to use time or funds granted for the purpose for which they were intended.

25.3(5) Standard V—violations of contractual obligations.

- a. Violation of this standard includes:
 - (1) Asking a practitioner to sign a written professional employment contract before the practitioner has been unconditionally released from a current contract, unless the practitioner provided notice to the practitioner's employing board as set forth in subparagraph 25.3(5) "b"(2).
 - (2) Abandoning a written professional employment contract without prior unconditional release by the employer.
 - (3) As an employer, executing a written professional employment contract with a practitioner which requires the performance of duties that the practitioner is not legally qualified to perform.
 - (4) As a practitioner, executing a written professional employment contract which requires the performance of duties that the practitioner is not legally qualified to perform.
- b. In addressing complaints based upon contractual obligations, the board shall consider factors beyond the practitioner's control. For purposes of enforcement of this standard, a practitioner will not be found to have abandoned an existing contract if:
 - (1) The practitioner obtained a release from the employing board before discontinuing services under the contract; or
 - (2) The practitioner provided notice to the employing board no later than the latest of the following dates:

1. The practitioner's last work day of the school year;
2. The date set for return of the contract as specified in statute; or
3. June 30.

25.3(6) Standard VI—unethical practice toward other members of the profession, parents, students, and the community. Violation of this standard includes:

- a. Denying the student, without just cause, access to varying points of view.
- b. Deliberately suppressing or distorting subject matter for which the educator bears responsibility.
- c. Failing to make reasonable effort to protect the health and safety of the student or creating conditions harmful to student learning.
- d. Conducting professional business in such a way that the practitioner repeatedly exposes students or other practitioners to unnecessary embarrassment or disparagement.
- e. Engaging in any act of illegal discrimination, or otherwise denying a student or practitioner participation in the benefits of any program on the grounds of race, creed, color, religion, age, sex, sexual orientation, gender identity, disability, marital status, or national origin.
- f. Soliciting students or parents of students to purchase equipment, supplies, or services from the practitioner for the practitioner's personal advantage.
- g. Accepting gifts from vendors or potential vendors where there may be the appearance of or an actual conflict of interest.
- h. Intentionally disclosing confidential information including, but not limited to, unauthorized sharing of information concerning student academic or disciplinary records, health and medical information, assessment or testing results, or family income. Licensees shall comply with state and federal laws and local school board policies relating to the confidentiality of student records, unless disclosure is required or permitted by law.
- i. Refusing to participate in a professional inquiry when requested by the board.
- j. Aiding, assisting, or abetting an unlicensed person in the completion of acts for which licensure is required.
- k. Failing to self-report to the board within 60 days any founded child abuse report, or any conviction for a criminal offense listed in 25.3(1) "b"(1) which requires revocation of the practitioner's license.
- l. Delegating tasks to unqualified personnel.
- m. Failing to comply with federal, state, and local laws applicable to the fulfillment of professional obligations.
- n. Allowing another person to use one's practitioner license for any purpose.
- o. Performing services beyond the authorized scope of practice for which the individual is licensed or prepared or performing services without holding a valid license.
- p. Falsifying, forging, or altering a license issued by the board.
- q. Failure of the practitioner holding a contract under Iowa Code section 279.13 to disclose to the school official responsible for determining assignments a teaching assignment for which the practitioner is not properly licensed.
- r. Failure of a school official responsible for assigning licensed practitioners holding contracts under Iowa Code section 279.13 to adjust an assignment if the practitioner discloses to the official that the practitioner is not properly licensed for an assignment.

25.3(7) Standard VII—compliance with state law governing obligations to state or local governments, child support obligations, and board orders. Violation of this standard includes:

- a. Failing to comply with 282—Chapter 8 concerning payment of debts to state or local governments.
- b. Failing to comply with 282—Chapter 10 concerning child support obligations.
- c. Failing to comply with a board order.

25.3(8) Standard VIII—incompetence. Violation of this standard includes, but is not limited to:

- a. Willfully or repeatedly departing from or failing to conform to the minimum standards of acceptable and prevailing educational practice in the state of Iowa.
- b. Willfully or repeatedly failing to practice with reasonable skill and safety.

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404.R2 CODE OF RIGHTS AND RESPONSIBILITIES REGULATION

CHAPTER 26

282—26.1 (272) Purpose. The code of professional conduct and ethics in 282—Chapter 25 defines unprofessional and unethical conduct justifying disciplinary sanction. The board acknowledges that the discharge of professional obligations should occur in recognition of certain fundamental rights and responsibilities. Accordingly, the board recognizes the following rights and responsibilities of all educators licensed under IOWA CODE chapter 272 and agrees that the exercise of these rights and responsibilities may present mitigating facts and circumstances in the board's evaluation of allegations of unprofessional or unethical conduct.

282—26.2 (272) Rights. Educators licensed under IOWA CODE chapter 272 have the following rights:

1. The educator has a right to be licensed and endorsed under professional standards established and enforced by the board.
2. The educator has a right to refuse assignments for which the educator is not legally authorized, in terms of holding a valid Iowa license with the appropriate endorsement(s) or approval(s).
3. The educator has a right, subject to board and administrator authority, to exercise professional judgment in the evaluation, selection, and use of teaching methods and instructional materials appropriate to the needs, abilities, and background of each student.

282—26.3 (272) Responsibilities. Educators licensed under IOWA CODE chapter 272 have the following responsibilities:

1. The educator has a responsibility to maintain and improve the educator's professional competence.
2. The educator has a responsibility to accept only those assignments for which the educator is legally authorized.
3. The educator has a responsibility to provide conditions that are conducive to teaching and student learning.
4. The educator shall protect students from conditions harmful to learning or to health or safety.
5. The educator shall not, without just cause, restrain a student from independent action in the pursuit of learning and shall not, without just cause, deny a student access to varying points of view.
6. The educator shall not use professional relationships with students for personal advantage.
7. The educator shall not discriminate against any student on the grounds of race, color, religion, age, sex, sexual orientation, gender identity, disability, marital status, or national origin.
8. The educator shall accord just and equitable treatment to all members of the profession.
9. The educator shall keep in confidence personally identifiable information regarding a student or the student's family members that has been obtained in the course of professional service, unless disclosure is required by law or is necessary for the personal safety of the student or others.
10. The educator who has reasonable basis to believe that a student has been abused, as defined by law, shall make all reports required by law and the IOWA ADMINISTRATIVE CODE and which are necessary to ensure the safety and well-being of the student.
11. In the administration of discipline, the educator shall treat all students with respect and in compliance with all policies of the school district served by the educator.
12. The educator shall provide accurate, truthful, and complete information to the board and to the local education system concerning all licensure transactions.
13. The educator shall not refuse to participate in a professional inquiry, when requested by the board.
14. The educator shall not require or direct another educator to violate any provisions of the code of professional conduct and ethics or any rights of a student, parent, educator or citizen.
15. The educator shall not delegate assigned tasks to unqualified personnel.

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.~~
- ~~a.— Shall not deliberately suppress or distort subject matter for which the educator bears responsibility.~~
- ~~a.— Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.~~
- ~~a.— Shall conduct professional business in such a way that the educator does not expose the student to unnecessary embarrassment or disparagement.~~
- ~~a.— 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.~~
- ~~a.— Shall not use professional relationships with students for private advantage.~~
- ~~a.— 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.~~
- ~~a.— Shall not tutor for remuneration students assigned to the educator's classes, unless no other qualified teacher is reasonably available.~~

~~I.—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:~~

- ~~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.~~
- ~~a.— Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.~~
- ~~a.— Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.~~

- ~~a. Shall not use institutional privileges for monetary private gain or to promote political candidates or partisan political activities.~~
- ~~a. 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.~~

~~I. 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.~~
- ~~a. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.~~
- ~~a. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.~~
- ~~a. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.~~
- ~~a. Shall not refuse to participate in a professional inquiry when requested by the commission board.~~
- ~~a. 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.~~
- ~~a. Shall not misrepresent professional qualifications.~~
- ~~a. Shall not knowingly distort evaluations of colleagues.~~

~~I. 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.~~
- ~~b. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment~~
- ~~b. 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.~~
- ~~b. 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.~~
- ~~b. Shall not delegate assigned tasks to unqualified personnel.~~
- ~~b. Shall use time or funds granted for the purpose for which they were intended.~~

~~I. 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:~~

- ~~b. 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.~~
- ~~b. Disclose confidential information garnered from official duties.~~
- ~~b. Solicit, accept or agree to accept compensation contingent upon board actions.~~
- ~~b. 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
[410.1 Substitute Teachers](#)
411.12 Classified Employee [Defined Qualifications, Recruitment Selection](#)

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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 ~~in accordance with applicable laws and school district policies regarding equal employment, 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.

~~All job openings shall be submitted to the Iowa Department of Education for posting on TeachIowa, the online state job posting system. Additional Announcements of the position may occur 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, 12101 et seq. ~~(1994)~~.
~~42 U.S.C. §§ 12101 et seq. (1994)~~.
 Iowa Code §§ 20; 35C; 216; 279.13294.1 ~~(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 General Defined
~~410.105-3~~ Substitute Teachers 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
~~405.44 Licensed Employee Continuing Contracts~~Classified

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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, except~~ as modified by mutual agreement between the board and the employee, or the contract is terminated as provided by law by the board. The board may issue temporary and nonrenewable contracts in accordance with law.

~~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 due process as required by law 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 applicable law and 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
405.9 Licensed Employee Probationary Status
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~~

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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~~

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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 08/14/17

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.

Licensed employees will be required to:

- Demonstrate the ability to enhance academic performance and support for and implementation of the school district's student achievement goals.
- Demonstrate competency in content knowledge appropriate to the teaching position.
- Demonstrate competency in planning and preparation for instructions.
- Use a variety of methods to monitor student learning.
- Demonstrate competence in classroom management.
- Engage in professional growth.
- Fulfill professional responsibilities established by the school district.

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, ~~284, 294, 14, 19, 27 (2009)~~.
 281 I.A.C. ~~83~~; 12.3(4).

Cross Reference: ~~405.9303. Superintendent Evaluation~~ Licensed Employee Probationary Status
~~304.6 Administrator Evaluation~~
 405.2 Licensed Employee Qualifications, Recruitment, Selection

Approved 08/08/94

Reviewed 08/14/17

Revised 07/12/10

405.9 LICENSED EMPLOYEE PROBATIONARY STATUS

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

Only the 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 without cause or immediately discharge the employee ~~in concert with corresponding~~consistent with applicable law and 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.~~42~~.~~19B~~ (2009).

Cross Reference: 405.4 Licensed Employee Continuing Contracts
405.8 Licensed Employee Evaluation

Approved 08/08/94

Reviewed 08/14/17

Revised 07/12/10

Code No. 405.10

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 08/14/17

Revised 07/12/10

406.1 LICENSED EMPLOYEE ~~SALARY SCHEDULE~~COMPENSATION

The board will establish ~~salary schedules~~compensation 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 ~~licensed employee compensation~~salary schedule. The ~~salary schedule is~~base wage of licensed employees are 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.~~

Note: Districts may choose to maintain a salary schedule but are only required to negotiate base wages as part of the collective bargaining process.

For more detailed discussion of this issue, see IASB's Policy Primer, Vol. 25 #4 – May 1, 2017.

Note: Boards should adopt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Legal Reference: Iowa Code §§ 20.1, .4, .7, .9; 279.8 ~~(2009)~~.

Cross Reference: ~~405.3405 Licensed Employee Individual Contracts~~Licensed Employees
405.4 Licensed Employee Continuing Contract
405.8 Licensed Employee Evaluation
405.9 Licensed Employee Probationary Status
406.2 Licensed Employee ~~Salary Schedule~~Compensation Advancement

Approved 08/08/94

Reviewed 08/14/17

Revised 07/12/10

406.2 LICENSED EMPLOYEE ~~SALARY SCHEDULE~~COMPENSATION ADVANCEMENT

The board will determine ~~which~~if licensed employees will advance ~~on the salary schedule~~in compensation for their 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.~~

Note: Boards should adopt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

For more detailed discussion of this issue, see IASB's Policy Primer, Vol. 25 #4 – May 1, 2017.

Legal Reference: Iowa Code §§ 20.1, .4, .7, .9; 279.8 ~~(2009)~~.

Cross Reference: ~~405.3~~405 Licensed Employee - ~~General~~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~~Compensation and Benefits
~~406.3~~ Licensed Employee Continued Education Credit

Approved 08/08/94

Reviewed 08/14/17

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~~ in compensation. Licensed employees who have completed additional hours ~~may~~ will be considered for advancement ~~on the salary schedule~~. The board ~~will~~ may determine which licensed employees will advance ~~in compensation~~ 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 notify their supervisor by _____ of the school year preceding the actual year when advancement occurs, 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.~~

Note: The law no longer requires a district to provide advancement for continued education credit. Districts may choose to maintain advancement for continued education credit but are only required to negotiate base wages as part of the collective bargaining process.

NOTE: If the Master Contract is silent, school districts need to insert a deadline in this policy. It is recommended the deadline be before budget certification so school districts can budget for the increase. If the Master Contract contains a date, that date can be inserted in this policy.

Note: Boards should adopt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

For more detailed discussion of this issue, see IASB's Policy Primer, Vol. 25 #4 – May 1, 2017.

Legal Reference: Iowa Code §§ 20.1, .4, .7, .9; 279.8 ~~(2009)~~.

Cross Reference: ~~405.3~~ 405.3 Licensed Employees - ~~General~~ Individual Contracts
~~405.4~~ 405.4 Licensed Employee Continuing Contracts
~~405.9~~ 405.9 Licensed Employee Evaluation
~~405.10~~ 405.8 Licensed Employee Probationary Status
~~406~~ 406 Licensed Employee Salary Schedule Compensation and Benefits
~~Licensed Employee Salary Schedule Advancement~~

Approved 08/08/94

Reviewed 08/14/17

Revised 03/11/13

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 not 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 08/14/17

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 may, in its sole discretion,~~ establish ~~a salary schedule~~ compensation 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~~ compensation 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.~~

Note: Boards should adopt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

For more detailed discussion of this issue, see IASB's Policy Primer, Vol. 25 #4 – May 1, 2017.

Legal Reference: Iowa Code §§ ~~20.1, .4, .7, .9;~~ 279.8, .13-.15, .19A-B ~~(2009)~~.

Cross Reference: ~~405.3 Licensed Employees - General Individual Contracts~~
~~405.4 Licensed Employee Continuing Contracts~~
~~405.8 Licensed Employee Evaluation~~
~~405.9 Licensed Employee Probationary Status~~
 406 Licensed Employee Salary Schedule Compensation and Benefits
~~Licensed Employee Salary Schedule Advancement~~

Approved 08/08/94

Reviewed 08/14/17

Revised 07/12/10

406.5 LICENSED EMPLOYEE GROUP ~~INSURANCE~~ BENEFITS

Licensed employees are eligible for group ~~insurance and health~~ benefits as determined by the board and required by law. The board will select the group ~~insurance benefit~~ program(s) and the insurance company or third party administrator which will provide or administer the program.

In accordance with the Patient Protection and Affordable Care Act (ACA), the board will offer licensed employees who work an average of at least thirty (30) hours per week or one hundred thirty (130) hours per month, based on the measurement method adopted by the board, with minimum essential coverage that is both affordable and provides minimum value. The board will have the authority and right to change or eliminate group benefit programs, other than the group health plan, for its licensed employees.

Licensed employees who work an average of at least thirty (30) hours per week or one hundred thirty (130) hours per month, based on the measurement method adopted by the board, are eligible to participate in the group health plan. Full-time licensed employees who work _____ per week are eligible to participate in the health and major medical, life, and long-term disability group insurance plans. Employers should maintain documents regarding eligible employees acceptance and rejection of coverage.

Regular part-time employees (i.e., employees who work less than 30 hours per week or 130 hours per month for health benefit purposes or employees who work less than _____ per week for benefits other than health) who wish to purchase ~~insurance~~ coverage may participate in group ~~insurance benefit~~ programs by meeting the requirements of the applicable plan 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 applicable plan 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 plan 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)~~.
Internal Revenue Code § 4980H(c)(4); Treas. Reg. § 54.4980H-1(a)(21)(ii).
Shared Responsibility for Employers Regarding Health Coverage, 26 CFR Parts 1, 54 and 310, 78 Fed. Reg. 217, (Jan 2, 2013)
Shared Responsibility for Employers Regarding Health Coverage, 26 CFR Parts 1, 54 and 301, 78 Fed. Reg. 8543 (Feb. 12, 2014).

Cross Reference: 405.1 Licensed Employee Defined
706.2 Payroll Deductions Procedures

Approved 08/08/94Reviewed 08/14/17Revised 07/12/10

406.6 LICENSED EMPLOYEE TAX SHELTER PROGRAMS

~~Employees may elect to have amounts withheld from their pay for items authorized by law, subject to agreement of the district. The board may authorize the administration to make a payroll deduction for licensed employees' tax-sheltered annuity premiums purchased from any company or program if chosen by the board 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 managers~~ school business official.

~~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

Code No. 407.1

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
406 Licensed Employee Termination of Employment

Approved 08/08/94

Reviewed 08/14/17

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~~ the cost of advertising 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 ~~required~~ authorized to file a complaint with the Iowa 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 08/14/17

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)~~.
~~§281 I.A.C. 21.~~
~~1978 Op. Att'y Gen. 247.~~
~~1974 Op. Att'y Gen. 11, 322.~~

Cross Reference: ~~413.2 Classified Employee Retirement~~ [407.6 Licensed Employee Early Retirement](#)

Approved 08/08/94

Reviewed 08/14/17

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 are regularly scheduled to 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 at least fifty-eight~~ fifty-eight (58) ~~and sixty-five (65) on or before June 30 of the year in which the licensed employee wishes to retire prior to the start of the next school year.~~
- 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 08/14/17

Revised 07/12/10

Cash Benefit Options

Option 1 – Lump Sum Amount Based on Salary Schedule Compensation

The early retirement incentive for each eligible licensed employee approved by the board will be based on the licensed employee salary schedule compensation in effect the last year of the licensed employee's employment with the school district. The difference between the salary schedule compensation 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 compensation 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 compensation 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.

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.

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.

Insurance coverage will cease when the licensed employee/retiree reaches age sixty-five, secures other

Continuation of Insurance Benefits (continued)

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.

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: ~~407.340~~ [Licensed Employee](#)
~~413.3407~~ [Classified Employee Early](#)
~~413.3~~ [Classified Employee Early Retirement](#)

Approved 08/08/94

Reviewed 08/14/17

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

407.5 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, ~~769~~ (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: [404 Employee Conduct and Appearance](#)
[407 Licensed Employee Termination of Employment](#)

Approved 08/08/94

Reviewed 08/14/17

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 [process for reduction in force](#) superintendent shall ~~be~~ [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
[413.5 Classified Employee Reduction in Force](#)
[703 Budget](#)

Approved 08/08/94

Reviewed 08/14/17

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; ~~83.6~~.

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 08/14/17

Revised 07/12/10

Code No. 408.2

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)~~.
[17 U.S.C. Sec. 101 et. al.](#)

Cross Reference: 401.3 Employee Conflict of Interest
~~408.3 Licensed Employee Tutoring~~
606.5 Student Production of Materials and Services

Approved 08/08/94

Reviewed 08/14/17

Revised 07/12/10

Code No. 408.3

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 08/14/17

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.

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.

Approved 08/08/94

Reviewed 08/14/17

Revised 07/12/10

Code No. 409.1

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 08/14/17

Revised 10/11/10

409.2 LICENSED EMPLOYEE PERSONAL ILLNESS LEAVE

Licensed employees will be granted ~~ten~~fifteen 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.~~

NOTE: The first paragraph of this policy is a re-statement of Iowa law regarding sick leave for school district employees. School districts that offer sick leave that exceeds the state requirement as outlined in paragraph one, should update the paragraph accordingly. The third paragraph is for those school districts that have a disability benefit plan. School districts that don't have a disability benefits plan should remove the paragraph.

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 U.S.C. §§ 2601 et. al.
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 08/14/17

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: <https://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

[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).
~~296 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 08/14/17

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.

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.

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 FMLA'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, spouse, 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: _____

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, spouse, 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 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 probably duration: _____
 - c. If the condition is 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 know, and period required for recovery if any: _____
 - b. If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments: _____

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

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

- b. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee or the employer should supply you with information about the essential job functions)? _____ If yes, please list the essential functions the employee is unable to perform. _____
- c. If neither a. nor b. applies, is it necessary for the employee to be absent from work for treatment? _____
8. a. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation? _____
- b. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery? _____
- c. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need: _____

Signature of Health Care Provider

Type of Practice

Address

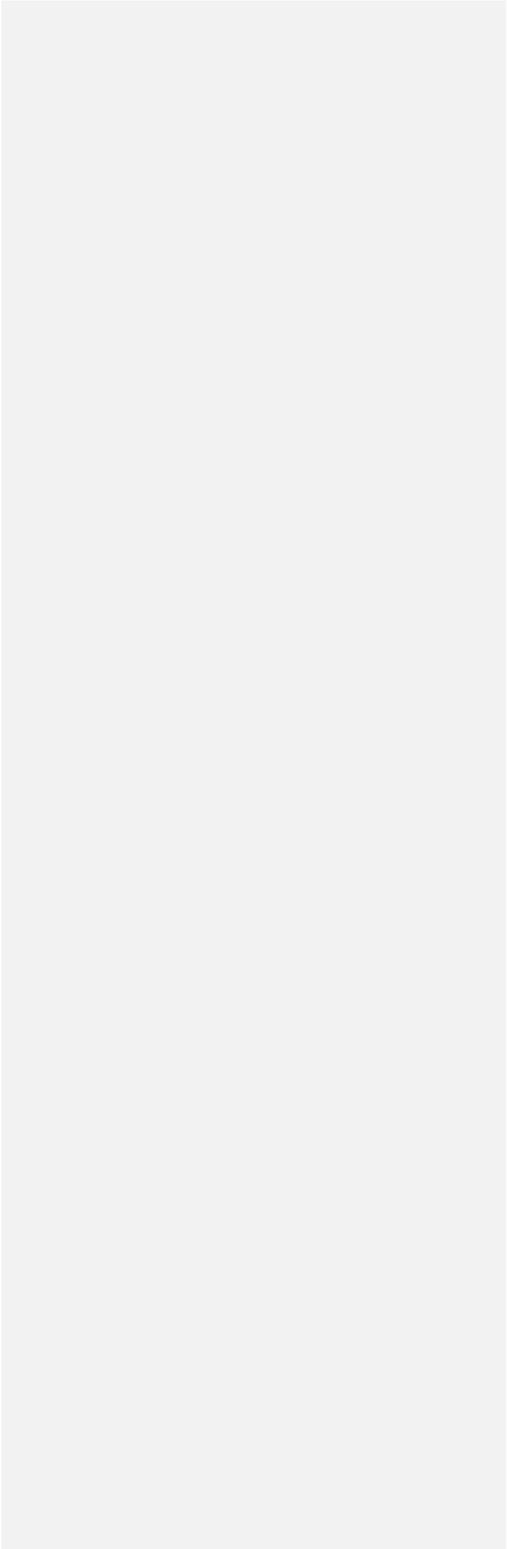
Telephone Number

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

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

Employee Signature

Date



A serious health condition means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care – 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 _____.
- Received medical certification within 15 days of the request on _____.
- Serious health condition of the employee.
- Requested medical certification for family and medical leave due to a serious health condition of the employee on _____.
- Received medical certification within 15 days of the request on _____.
- 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 family and medical leave to begin _____.
- _____ Provide FMLA leave information to employee at time of request _____.

(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: _____

Total family and medical leave for the 12-month entitlement period _____
Leave taken to date in the entitlement period _____
Leave available for the entitlement period _____

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 sufficient 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.)* _____

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	_____
20 percent of leave days	X 0.20
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 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 _____

_____ 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.

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 _____.

Received medical recertification within 15 days of the request on _____.

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.

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	/ _____
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 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 [or 26 week entitlement depending on the purpose of the leave](#);
 - 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 [or proof of call to active duty in the case of military family and medical leave](#);
 - 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.
 - 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. For those taking leave due to military family and medical leave, notice should be given as soon as possible.
 - ~~b.~~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~~Six purposes.
 - a. The birth of a son or daughter of the employee and in order to care for that son or daughter prior to the first anniversary of the child's birth;
 - b. The placement of a son or daughter with the employee for adoption or foster care and in order to care for that son or daughter prior to the first anniversary of the child's placement;
 - c. To care for the spouse, son, daughter or parent of the employee if the spouse, son, daughter or parent has a serious health condition; or
 - d. Employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position.
 - e. Because of qualifying exigency arising out of the fact that an employee's _____ 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.
 - ~~d~~.f. Because the employee is the spouse; _____ son or daughter; _____ parent; _____ next of kin of a covered service member with a serious injury or illness.
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.
 - ~~(2)~~(3) Employees shall be required to present certification of the call to active duty when taking military family and medical leave.
 - 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 impractical 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.
 - d. Employees taking military caregiver family and medical leave to care for a family service member cannot be required to obtain a second opinion or to provide recertification.

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 entitle to twelve weeks unpaid family and medical leave per year. Employees taking military caregiver family and medical leave to care for a family service member are entitled to 26 weeks of

unpaid family and medical leave but only in a single 12 month period.

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~~subject to agreement by the district;
 - (2) Serious health condition of the ~~employee~~myself, spouse, parent, or child when medically necessary; ~~without the school district's agreement.~~
 - (3) 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;
 - (2)(4) Because I am the spouse; son or daughter; parent; next of kin of a covered service member with a serious injury or illness.
 - 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~~myself, spouse, parent, or child when medically necessary; ~~without the school district's agreement.~~
 - (3) 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;
 - (2)(4) Because I am the spouse; son or daughter; parent; next of kin of a covered service member with a serious injury or illness.
 - 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.

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.
 4. 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.
 5. 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.
 6. 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 ~~appropriate~~ 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, [sick leave](#), [family illness leave](#), vacation, personal leave, [bereavement leave](#) and [emergency professional leave](#). [When the school district determines that paid leave is being taken for an FMLA reason, the school district will notify the employee within two business days that the paid leave will be counted as FMLA leave.](#)

409.3R2 LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

Active Duty – duty under a call or order to active duty under a provision of law referring to in section 101(a)(12) of title 10, U.S. Code.

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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.

Contingency Operation – has the same meaning given such term in section 101(a)(12) of title 10, U.S. Code.

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 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).

Covered Servicemember – a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

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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.

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.

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.

Next of Kin – an individual's nearest blood relative.

Outpatient Status – the status of a member of the Armed Forces assigned to –

- Either a military medical treatment facility as an outpatient; or,
- A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

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:
 - 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 medication such as aspirin, antihistamines, or salve; 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.
- 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.

[Serious Injury or Illness – an injury or illness incurred by a member of the Armed forces, including the National Guard or Reserves in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.](#)

[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-ten~~ 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-ten~~ 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-ten~~ 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 08/14/17

Revised 10/11/10

Code No. 409.5

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 08/14/17

Revised 10/11/10

Code No. 409.6

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 Absense~~

Approved 8/8/94

Reviewed 08/14/17

Revised 10/11/10

Code No. 409.7

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 08/14/17

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 08/14/17

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; [Ch. 272-\(2009\)](#).
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 08/14/17

Revised 10/11/10

Code No. 410.2

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 08/14/17

Revised 10/11/10

410.3 SUMMER SCHOOL LICENSED EMPLOYEES

~~It is within the discretion of the board to offer an education program~~[The Shenandoah Community School District shall offer summer school options in accordance with law and may, in its discretion offer additional programming](#) 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,~~[I](#) 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, ~~68~~; 280.14 (2015~~99~~).

Cross Reference: 603.2 Summer School Instruction
~~906 — Other Intradistrict Relations~~[505.2 Student Promotion – Retention – Acceleration](#)

Approved 8/8/94

Reviewed 08/14/17

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

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Reviewed 08/14/17

Revised 10/11/10

Code No. 410.5

410.5 TRUANCY OFFICER

~~The board will appoint a license employee from each school building~~ ~~Shenandoah police officers shall to~~ 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 08/14/17

Revised 10/11/10

Code No. 410.6

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 08/14/17

Revised 10/11/10

Code No. 411.1

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 08/14/17

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 in accordance with applicable laws and school district policies regarding equal employment ~~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.

All job openings shall be submitted to the Iowa Department of Education for posting on TeachIowa, the online state job posting system. Additional announcements of the position will be may occur 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; 12101 et seq. ~~(2006)~~
42 U.S.C. §§ 12101 et seq. (2006).
Iowa Code §§ 20; 35C; 216; 256.27; 279.8; 279.20294.1 ~~(2009)~~.

Cross Reference: 401.2 Equal Employment Opportunity
411 Classified Employees - General

Approved 08/08/94

Reviewed 08/14/17

Revised 07/09/12

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

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Reviewed 08/14/17

Revised 08/08/11

Code No. 411.4

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~~; [279.8](#); 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

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Reviewed 08/14/17

Revised 10/11/10

Code No. 411.5

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 of Directors
	405.6	Licensed Employee Assignment
	411.6	Classified Employee Transfers

Approved 8/8/94

Reviewed 08/14/17

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 08/14/17

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 (~~34~~).

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 08/14/17

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 08/14/17

Revised 01/13/14

Code No. 412.1

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 08/14/17

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.

[Each non-exempt employee paid on an hour-by-hour basis must complete, sign, and turn in a daily time record showing the actual number of hours worked.](#) 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

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Reviewed 08/14/17

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~~benefit program(s) and the insurance company or third party administrator which will provide the program.

In accordance with the Patient Protection and Affordable Care Act (ACA), the board will offer classified employees, who work an average of at least thirty (30) hours per week or one hundred thirty (130) hours per month, based on the measurement method adopted by the board, with minimum essential coverage that is both affordable and provides minimum value. The board will have the authority and right to change or eliminate group benefit programs, other than the group health plan, for its licensed employees.

Classified employees, who work an average of at least 30~~2~~ hours per week or one hundred thirty (130) hours per month, based on the measurement method adopted by the board, are eligible to participate in the group health ~~insurance~~plan. Classified employees who work 30 hours per week are eligible to participate in [insert benefits other than health benefits the district offers (e.g., life or long term disability)] group insurance plans. Employers should maintain documents regarding eligible employees acceptance and rejection of coverage.

Regular part-time classified employees (i.e., employees who work less than 30 hours per week or 130 hours per month for health benefit purposes or employees who work less than 30 hours per week for benefits other than health) who wish to purchase ~~insurance~~ coverage may participate in group insurance programs by meeting the requirements of the applicable plan~~insurer~~. ~~Full-time and R~~regular part-time classified employees who wish to purchase ~~insurance~~ coverage for their spouse or dependents may do so by meeting the requirements of the applicable plan~~insurer~~.

Legal Reference: Iowa Code §§ 20.9; 85; 85B; 279.12; 509; 509A; 509B ~~(2009)~~.
Internal Revenue Code § 4980H(c)(4); Treas. Reg. § 54.4980H-1(a)(21)(ii).
Shared Responsibility for Employers Regarding Health Coverage, 26 CFR Parts 1, 54 and 301, 78 Fed. Reg. 217, (Jan 2, 2013).
Shared Responsibility for Employers Regarding Health Coverage, 26 CFR Parts 1, 54 and 301, 79 Fed. Reg. 8543 (Feb. 12, 2014).

Cross Reference: 406.5 Licensed Employee Group Insurance Benefits
411.1 Classified Employee Defined ~~706~~ Payroll Procedures

Approved 8/8/94Reviewed 08/14/17Revised 10/11/10

Code No. 412.4

412.4 CLASSIFIED EMPLOYEE TAX SHELTER PROGRAMS

~~Employees may elect to have amounts withheld from their pay for items authorized by law, subject to agreement of the district. The board may authorize 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 from a company or program if chosen by the board.~~

Classified employees wishing to have payroll deductions for tax-sheltered annuities shall make a written request to the superintendent.

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 §§ ~~20.9273~~; 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

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Reviewed 08/14/17

Revised 10/11/10

Code No. 413.1

413.12-5 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 08/14/17

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~~
~~4123.3~~ ~~Classified Employee Compensation and Benefits~~ ~~Early Retirement~~
~~413~~ ~~Classified Employee Termination of Employment~~

Approved 8/8/94

Reviewed 08/14/17

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, 769 (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~~

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

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Reviewed 08/14/17

Revised 09/12/11

Code No. 413.6

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 08/14/17

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 who work twelve months a year will be allowed six paid holidays if the holidays fall on a regular working day. The six holidays are New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day. Classified employees, whether full-time or part-time, will have time off in concert with the school calendar.

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 08/14/17

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 8/8/94Reviewed 08/14/17Revised 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).
~~296 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
~~409.14.~~ ~~Licensed Classified~~ Employee Personal Illness
~~409.14.8~~ ~~Licensed Classified~~ Employee Unpaid Leave

Approved 8/8/94

Reviewed 08/14/17

Revised 10/11/10

Code No. 414.3A

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 08/14/17

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.

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.

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 FMLA'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

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.
- 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, spouse, 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: _____

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, spouse, 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.

414.3E3 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

7. Employee's Name _____
8. Patient's Name (if different from employee) _____
9. 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 _____
10. 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:
11. 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): _____

- d. Will it be necessary for the employee to 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 probably duration: _____
- e. If the condition is chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity: _____
12. 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 know, and period required for recovery if any: _____
- d. 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: _____

- e. 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): _____

8. 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? _____
- d. 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. _____

- e. If neither a. nor b. applies, is it necessary for the employee to be absent from work for treatment? _____
- 9. 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? _____
- d. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery? _____
- e. 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

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

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

Employee Signature

Date

A serious health condition means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care – 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.).
7. 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.
8. 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. 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 _____.
- Received medical certification within 15 days of the request on _____.
- Serious health condition of the employee.
- Requested medical certification for family and medical leave due to a serious health condition of the employee on _____.
- Received medical certification within 15 days of the request on _____.
- 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 family and medical leave to begin _____.
- _____ Provide FMLA leave information to employee at time of request _____.

(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: _____

- Total family and medical leave for the 12-month entitlement period _____
- Leave taken to date in the entitlement period _____
- Leave available for the entitlement period _____

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 sufficient 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.)* _____

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 _____
20 percent of leave days X 0.20
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 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 _____

_____ 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.

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 _____.

Received medical recertification within 15 days of the request on _____.

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.

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	/ _____
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 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

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 [or 26 week entitlement depending on the purpose of the leave;](#)
 - 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 [or proof of call to active duty in the case of military family and medical leave;](#)
 - 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.
 - [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. For those taking leave due to military family and medical leave, notice should be given as soon as possible.](#)
 - [b-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~~Six purposes.
 - a. The birth of a son or daughter of the employee and in order to care for that son or daughter prior to the first anniversary of the child's birth;
 - b. The placement of a son or daughter with the employee for adoption or foster care and in order to care for that son or daughter prior to the first anniversary of the child's placement;
 - c. To care for the spouse, son, daughter or parent of the employee if the spouse, son, daughter or parent has a serious health condition; or
 - d. Employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position.
 - e. Because of qualifying exigency arising out of the fact that an employee's 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.
 - ~~d.~~f. Because the employee is the spouse; son or daughter; parent; next of kin of a covered service member with a serious injury or illness.
 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.
 - ~~(2)~~(3) Employees shall be required to present certification of the call to active duty when taking military family and medical leave.
 - 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 impractical 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.
 - d. Employees taking military caregiver family and medical leave to care for a family service member cannot be required to obtain a second opinion or to provide recertification.

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. Employees taking military caregiver family and medical leave to care for a family service member are entitled to 26 weeks of unpaid family and medical leave but only in a single 12 month period.
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~~ subject to agreement by the district;
 - (2) Serious health condition of the ~~employee~~ myself, spouse, parent, or child when medically necessary; ~~without the school district's agreement.~~
 - (3) 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;
 - ~~(2)~~(4) Because I am the spouse; son or daughter; parent; next of kin of a covered service member with a serious injury or illness.
 - 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~~ myself, spouse, parent, or child when medically necessary; ~~without the school district's agreement.~~
 - (3) 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;
 - ~~(2)~~(4) Because I am the spouse; son or daughter; parent; next of kin of a covered service member with a serious injury or illness.
 - b. In the case of foreseeable reduce 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

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be required to:

- a. Take leave for the entire period or periods of the planned medical treatment; or
 - b. Move to an available alternative position, with equivalent pay and benefits, but not necessarily equivalent duties, for which the employee is qualified.
3. Instructional employees who request continuous family and medical leave near the end of a semester may be required to extend the family and medical leave through the end of the semester. The number of weeks remaining before the end of a semester do not include scheduled school breaks, such as summer, winter or spring break.
 - a. If an instructional employee begins family and medical leave for any purpose more than five weeks before the end of a semester, the 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.
4. 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.
5. 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.
6. 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 appropriately 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, sick leave, family illness leave, vacation, personal leave, bereavement leave and emergency professional leave. When the school district determines that paid leave is being taken for an FMLA reason, the school district will notify the employee within two business days that the paid leave will be counted as FMLA leave.

414.3R2 CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

Active Duty – duty under a call or order to active duty under a provision of law referring to in section 101(a)(12) of title 10, U.S. Code.

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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.

Contingency Operation – has the same meaning given such term in section 101(a)(12) of title 10, U.S. Code.

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 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).

Covered Servicemember – a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

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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.

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.

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.

Next of Kin – an individual's nearest blood relative.

Outpatient Status – the status of a member of the Armed Forces assigned to –

- Either a military medical treatment facility as an outpatient; or,
- A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

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:
 - 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 medication such as aspirin, antihistamines, or salve; 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.

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- Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.
- Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care on 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.

[Serious Injury or Illness – an injury or illness incurred by a member of the Armed forces, including the National Guard or Reserves in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.](#)

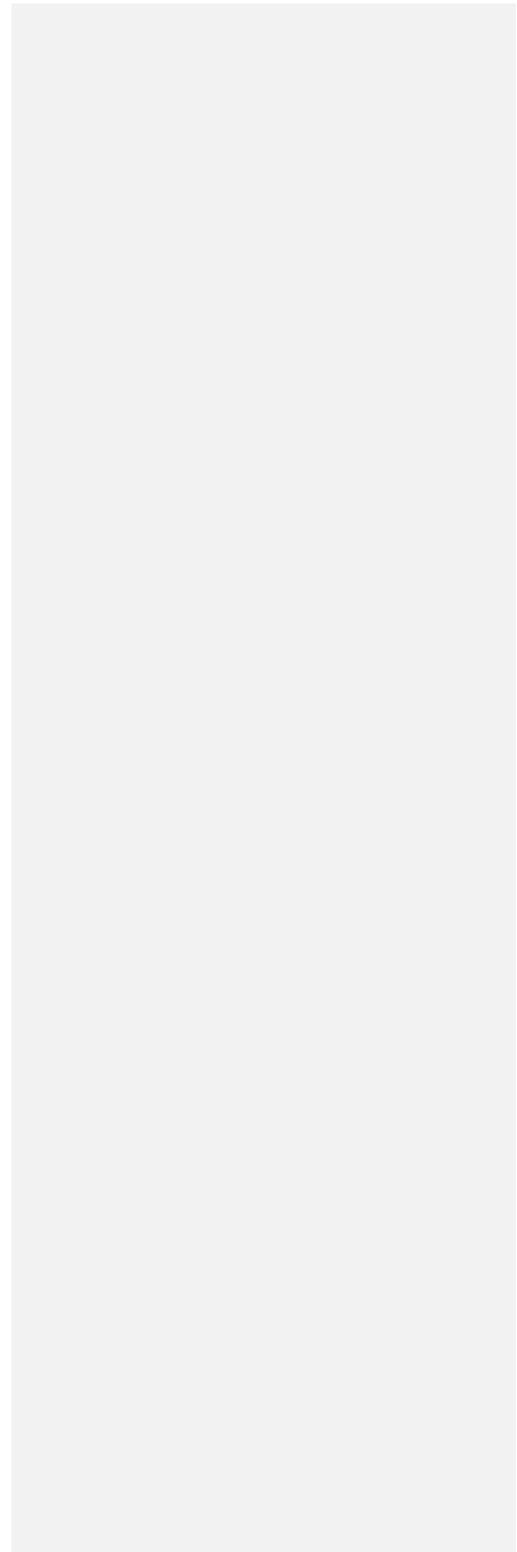
[Son or daughter](#) – a biological child, adopted child, foster child, stepchild, legal ward, or a child of a person standing in *loco parentis*. The child must be under age 18 or, if over 18, incapable of self-care because of a mental or physical disability.

[Spouse](#) – a husband or wife recognized by Iowa law including common law marriages.

Approved 8-8-94

Reviewed 08/14/17

Revised 1-9-06



Code No. 414.4

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, [grandchildren](#), or grandparent of the employee.

A maximum of ~~one~~[two](#) days 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 08/14/17

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

Approved 8/8/94 Reviewed 08/14/17 Revised 10/11/10

Code No. 414.6

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 08/14/17

Revised 10/11/10

Code No. 414.7

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 08/14/17

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 08/14/17

Revised 02/10/14

Code No. 414.9

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 08/14/17

Revised 10/11/10

Code No.415

415 CLASSIFIED EMPLOYEE SUBSTITUTES

The superintendent shall employ 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 08/14/17

Revised 10/11/10

Projected Available Funds Through the June 30, 2022*

Comment

SAVE	1289127
PPEL	969877
ESSER II	852237
ESSER III - General	1538730
ESSER III - Learning Loss	384683

Salary

Will be used for Ignite & Additional Programming

5034654

*Standard annual expenses have been accounted for prior to projected balance

Project or Equipment	Company	Amount	Company	Amount	Anticipated Fund	Comment
HS Roofing Repairs - Auditorium	Elevate	89000			SAVE	Company does all of the district's inspections & repairs - estimated cost
JK-8 Roofing Repairs	Elevate	6603			SAVE	Company does all of the district's inspections & repairs- stimated cost
JK-8 Playground Resurfacing	Outdoor Recreation Products	71878			ESSER/SAVE	Requesting ESSER Approval, Fry Park & Play Ground - Did not respond
HS Track	Midwest Tennis & Track	116000			SAVE	Original company that Installed Track out of Denision, IA, estimated cost for resurfacing & repairs
JK-8 Concrete Replace Sections & Repair Trip Hazards	Crowley	21588	Hodges	21,568.75	PPEL	Ayres, Sticklers did not respond
Bus Barn West Section and Front of the Garage	Crowley	45450	Hodges	Declined to bid	PPEL	Ayres, Sticklers did not respond - Hodges declined to bid on the bus barn
*Furniture	Krieglers	421990.00	Premier	424588	ESSER	Requesting ESSER Approval for JK& Building.
Chariot 2 iVac	HD Supply	9560			ESSER/SAVE	Needed at JK Due to Increased Cleaning Requirements. Requesting ESSER Approval
Bobcat UV34	Vetters	16876			SAVE	
JK8 HVAC Heat Pump & Roof Top Unit Replacements	PENDING	700000			ESSER	Required to Pay Davis Bacon Wages
JK8 Window Replacement	PENDING	700000			ESSER	Required to Pay Davis Bacon Wages
LVT Flooring in Preschool Classrooms	PENDING	40000			ESSER/SAVE	Requesting ESSER Approval for Flooring
Computers & Advanced Technology	PENDING	850000			ESSER	Requesting ESSER Approval
JK8 Camera System	PENDING	20000			PPEL or SAVE	
New Bus	PENDING	120000			PPEL	
Suburban	PENDING	45000			PPEL	
	Estimated Total	3273945				

Requesting Approval to Move Forward with Highlighted Projects.

Furniture - local bid is unable to provide some of the requested items. Would like to make the purchase from Kriegler and purchase the student desks & stools from Premier.