

Union Community School District
Faculty &
Staff Handbook



2018-2019

Board Approved July 16, 2018

INTRODUCTION

This Faculty and Staff Handbook is for information purposes only. It explains and clarifies many of the policies and procedures you need to be aware of as a Union Community District Faculty or Staff Member. This handbook is not to be considered a contract and may be updated, as needed, at any time. While this handbook cannot answer every question that may arise during the school year, it does contain a lot of information that will be of value to you as the year progresses. Please take time to read the contents and become familiar with it and use it as a reference. Many of the items included in this handbook are daily operating procedures and may be subject to change. Any changes will be communicated to the staff through emails, meetings, etc.

BOARD OF EDUCATION

*Kevin Sash, President
Corey Lorenzen, Vice-President
Darrell DeWinter, Board Member
Kristi Martin, Board Member
Cathy Niebergall, Board Member
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DISTRICT LEADERSHIP

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UNION COMMUNITY SCHOOL DISTRICT MISSION STATEMENT

To insure our students develop their abilities, realize their opportunities and become prepared for a changing world.

UNION COMMUNITY SCHOOL DISTRICT VISION STATEMENT

Education to Meet Tomorrow's Challenges.

NON-DISCRIMINATION STATEMENT

It is the policy of the Union Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact the district's equity coordinator:

*Mark Albertsen, Union CSD
411 Lincoln St., PO Box 159
Dysart, Iowa 52224
319-476-7110
m_albertsen@union.k12.ia.us*

UNION COMMUNITY SCHOOL DISTRICT BELIEF STATEMENTS

1. We believe we can teach all children.
2. We believe that all children can learn well, but not in the same way or on the same day.
3. We believe, as a school community, that we must continually search for approaches and strategies to help us reach each child and thereby assure his/her mastery of essential curriculum.
4. We believe that to improve learning for all our students, all personnel and resources must be directed toward school improvement.
5. We believe that successful change cannot be mandated by school board policy or directed by administration but must be planned collaboratively by all the major stakeholders in a supportive environment that encourages risk taking on the part of the staff and students to try new approaches in day-to-day instruction.

SCHOOL MASCOT & COLORS- Knights- Red, Black, and Silver

COMMUNICATION TO STAFF

ANNOUNCEMENTS

Announcements will be distributed to faculty members via email and at times on the bulletin boards in or near offices or in building teacher's lounges. Teachers are asked to read any announcements pertaining to their classes/grade level to their students at designated times during the school year. District office information will typically flow through the building principals and secretaries to faculty.

MAIL

Mail will be placed in your mailbox in your building's office or faculty workroom. It is recommended that mailboxes be checked at least once in the A.M. and once in the P.M. Please keep your mailbox cleaned out so that office staff can fit mail in it.

Items pertaining to school business which are to be mailed should be placed in the designated places in each building's office. If you are anticipating using large amounts of postage for a class project, please confer with your building principal.

Teacher Association may use school mail for Association related business.

TELEPHONE/CELL PHONES

The school phones should be used mainly for school business and emergencies. No personal long distance calls. While cell phones have become a part of our daily lives, please refrain from placing phone calls and using various other forms of social media and messaging during instructional periods.

STAFF EMAIL

Email serves as a primary mode of communication between the stakeholders of the school community. It is expected that each faculty and staff member will check their email twice daily AM/PM. It is also requested that staff members check their email at least once during the P.M. Daily activities can hinder a person's ability to check their email during the course of the day, if the matter warrants immediate attention, please make these contacts face-to-face or via the phone. Please remember that school email is public record and interactions should be professional.

Teacher Association may use school email to conduct official Association business.

SCHOOL HOURS/ATTENDANCE

WORK YEAR

The basic school year for teachers shall be one-hundred ninety (190) days. This includes one hundred and eighty days (180) days of teaching and service (including parent-teacher conferences), eight (8) days of professional development including "Welcome Back Nights" and two (2) work days.

The basic school year for associates will be one hundred seventy eight days (178- student attendance days), additional days may be requested and handled at each individual building.

The basic school year for building secretaries is two hundred and ten (210) days, including 190 days reflecting the teacher contract, 10 days before the teachers report back to the district and 10 days after the last student day of school.

The basic school year for building principals is two hundred and twenty (220) days of service, 190 days reflective in the teacher contract and 15 days before the teachers report back to the district and 15 days after the last student day. Building administrators and building secretary additional days beyond the 190 days of the teacher contract may be adjusted to meet the individual needs of their assigned building. Each employee shall be notified of date, time, and place to report to work.

EMPLOYEE DAY-HOURS

No teacher shall be required to work more than eight (8) hours per day, except the day will be extended when there are staff meetings and conferences. Typical work days start at 7:30 AM and end at 3:30 PM unless noted on an individual's contract. On Fridays, the workday shall end at 3:15 P.M. unless the employee is assigned supervisory duties.

Support staff hours are listed on their individual contracts. Maintenance and transportation staff with additional hours added to their hiring agreements are expected to work within those hours. All overtime should be approved prior with the building administrator or superintendent except in the case of emergency.

On the day before a holiday vacation period, school will dismiss forty-five (45) minutes earlier than regular dismissal.

Each building will establish “Welcome” or “Open House” activities at the start the school year. Employee hours will be from 12:00 PM to 8:00 PM on dates corresponding to the buildings they perform the majority of their duties.

DUTIES

During a typical work day (7:30-3:30), duties may be assigned to staff personnel. These duties may include, but are not limited to, morning supervision, recess supervision, lunchroom supervision, bus duty or study hall supervision. If any long term changes in the duty schedule are made, the changes need to be approved by the building administrator before the change(s) can be made.

LUNCH PERIOD

Employees shall have a daily, duty-free lunch period of twenty (20) minutes. Employees may leave the building during their scheduled duty-free lunch period after first notifying an administrative office. Support staff leaving the building must use the Frontline Education Time and Attendance system for recording their absence, and it is unpaid.

CALENDAR BREAKS

Teachers’ vacations and holidays during the school year will be in accordance with the school calendar as adopted by the District. Support staff breaks will be in accordance with their individual contract language.

ATTENDANCE REPORTING

Elementary-Attendance will be gathered once a day by email- Teachers need to submit attendance by 8:30 am each day. When submitting attendance, please give the first and last name of the student for identification. It is important that this procedure be followed so the office staff can make any necessary contacts that need to be made in a timely fashion. Any attendance changes or modifications should be reported by e-mail throughout the day. A tardy student will be defined as a student that reports to class after 8:10. A student having a signed pass from a staff member will be exempt from being counted tardy.

Middle School- Attendance is to be taken each period by computer. First period/homeroom teachers need to submit attendance by 8:30 am each day. It is important that this procedure be followed so the office staff can make any necessary contacts that need to be make in a timely fashion. Students that report to class after the bell signifying the start of class has completed ringing will be marked “tardy” if they do not have a signed pass from a staff member.

High School- Attendance will be recorded through the JMC student management system. Teachers will be expected to send their attendance to the office for every class period including advisory. If a student arrives late to first hour and did not check in through the office, it's important that you send the student to the office to get an admit/tardy pass, and so that a call is not made to the parents.

SUBSTITUTE TEACHERS

Substitute teachers are a very important link in the education of our students. Therefore when possible, the office will try to place a substitute that you feel comfortable with in your room. Building secretaries using Frontline Time and Attendance System will attempt to place a substitute of your choice in your room before they move to other names on the district's substitute list.

SUBSTITUTE TEACHER FOLDERS

Each teacher will construct a substitute folder by the end of the second week of the school year. This folder will be kept in the classroom. Building secretaries need to be aware of the locations so they can notify the substitute when they check in. Items that may be included in the folder:

1. School schedule
2. Attendance Procedures
3. Dismissal Procedures
4. Bathroom Break Procedures
5. School Classes
6. Get Help From, where to find certain items
7. How to Handle Milk/Lunch Money
8. Children with Special Needs/Concerns, specific accommodations, modifications or interventions that need to be made for students
9. Daily Schedule, Noon/Lunch Routine
10. Recess Procedures
11. Class Rules/Routines
12. Emergency Procedures
13. Seating Chart
14. Bus List
15. Evaluation of the Day Sheets
16. Lesson Plan
17. Directions for taking and reporting attendance/hot lunch count
18. Duty assignments/Description of duty and responsibilities
19. List of texts and materials used, along with their location
20. Extra activity ideas for students who run out of daily work (These activities should review a concept that students have already worked on)
21. Emergency contact numbers and other pertinent information

As the school year progresses, these folders will need to be updated. It is the responsibility of the staff member to perform this task.

DISMISSAL FROM SCHOOL (INCLEMENT WEATHER)

Should school be dismissed because of inclement weather, staff are dismissed once their general supervision responsibilities have been completed, students are on buses and buildings are cleared of students. The goal is to have this completed within thirty (30) minutes. Individual staff members' travel situations will be handled at the building level.

EMPLOYMENT CONDITIONS

TEACHING ASSIGNMENT AND SALARY NOTIFICATION

If possible, each employee shall be given notice of his/her salary and tentative class and/or subject assignment changes and building assignment for the next year by the last day of the preceding school year.

LEAVING THE BUILDING

Teachers may leave the building during their scheduled duty-free lunch period and during their preparation period with permission from the building principal. Support staff may be given released time during the school day for special circumstances if approved by the building principal. Support staff leaving the building must use the Frontline Education Time and Attendance system for recording their absence and the time will be unpaid.

FACULTY AND OTHER MEETINGS

Faculty meetings shall be held, when possible, prior to the students' day. Emergency meetings may be called by the building principal when deemed necessary.

TEACHER PREPARATION TIME

During the teacher's normal working hours there shall be 30 minutes time allotted for the purpose of classroom preparation and student instruction. It is desirable for each employee to have an uninterrupted preparation period each day. Employees assigned to middle and high school shall have a minimum of one regularly assigned class period each day which may be used for preparation time, and during which the employee will not normally be assigned other duties. Elementary employees shall have designated preparation times within the class day. The above preparation times may be subject to change to accommodate participation in pilot programs.

CERTIFIED STAFF HIRING SCHEDULE

See Certified Staff Hiring Schedule located at the back of this handbook.

INCREMENTS

Increments will be negotiated annually.

EDUCATION TRAINING LANES

Education training lanes shall be established for the following educational levels: BA, BA + 8 hours, BA + 16 hours, BA + 24 hours, MA, MA + 15 hours, MA + 30 hours, MA + 45 hours. Each lane change represents a \$625 increase.

DRIVERS EDUCATION REIMBURSEMENT

Driver education instructors will be paid a salary of \$200 per student.

NATIONALLY CERTIFIED TEACHERS

The district will pay an annual stipend of five hundred fifty dollars (\$550) in addition to all other salary to any full-time teacher who attains National Board Certified (NBC) status, and will continue to pay the stipend each year that the teacher remains a district employed teacher in good standing with NBC status. This requires an up-to-date certificate. Part-time eligible teachers will receive a proportional stipend.

TEACHER PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

APPLICATION FOR SALARY CREDIT

Any teacher who plans to enroll in a course or seminar at an accredited college or university and who desires such course or seminar work to apply toward an educational lane change on the salary schedule must file written notification with the superintendent or his/her designee

These credits must be graduate level courses or other courses approved by the superintendent and must be germane to the employee's teaching assignment as determined by the superintendent. Credits earned in the following areas would be considered germane in addition to credits earned in a specific assignment: Educational Administration, Guidance, Student Personnel, Educational Psychology, Library/Educational Media and Special Education. Credits earned which are not germane to the employee's regular assignment may be allowed if they are in relation to another assignment given to that employee by the Board.

See Application For Salary Credit form at the back of this handbook.

TEACHER REMUNERATION

Upon evidence of successful completion of courses or seminars granting credit and being approved under application of salary credit, the employee shall notify the superintendent or his/her designated representative by supplying an official grade report or official transcript from the granting institution. Credit for educational lane changes will be granted once a year with the certification date being not less than ten (10) days prior to

the September pay period at the start of each new school year. A revised contract will be issued.

REQUIRED EDUCATION

All teachers must meet state recertification requirements set by the Department of Education.

REGULAR, PART-TIME TEACHERS

Regular part-time teachers shall be paid the same salary rate as a full-time teacher in proportion to their teaching contract hours and/or contract days.

EXTENDED REGULAR CONTRACTS

Individuals whose teaching contracts include more days than the regular contract of teachers, will be paid additionally on the same per diem basis as during their regular contract. The base pay increase for staff on this type of extended contract will be figured by dividing the BA Base increase by the number of days in their regular contract and multiplying the resulting number by the days in each individual's extended contract.

EXTRA DUTY COMPENSATION

Extra duties such as official, basketball score keeper, time keeper, ticket taker, etc., will be paid on the basis of \$30.00 per duty.

SUPPLEMENTAL PAY

Employees who are assigned by the Board to supervise the official school-sponsored activities as listed in SCHEDULE E (Supplemental Pay Schedule) shall receive extra pay as set forth in that schedule. Advancement within the various ranges shall occur annually within the set pay range. The advancement rate shall be 10% of the previous year's pay rate until the maximum pay as stipulated in SCHEDULE E has been reached.

METHOD OF PAYMENT

PAY PERIODS

Teacher and building administrator contracts are divided into 12 equal payments and are paid beginning in September. Payments are made on the 15th of each month through June, with the final two payments being made on June 30th. The two final payments are made at the end of June so that all fiscal year expenses are paid out within the appropriate fiscal year. The payments are made in 12 payments so that you have a paycheck for each calendar month; you should consider the two payments at the end of June as your July and August paychecks.

Hourly support staff shall be paid on the 15th of each month for all hours worked the previous month.

If a payroll date falls on a weekend or a bank holiday, the payment is made on the Friday before the regular payroll date.

SUMMER CHECKS

Summer checks shall be direct deposited into the employees' designated bank account(s) and the stub distributed per the employees' signed request.

EMPLOYEE BENEFITS

INSURANCE COMMITTEE

A committee consisting of two Board members, three members of the teaching staff, two support staff, and one administrator shall select the carrier and the coverage for medical insurance which will be made available to all eligible employees (and their dependents if applicable) who elect to be insured upon initial employment, or who can present evidence of insurability to suit the insurance company's requirement at a later date.

EMPLOYEE ELIGIBILITY

Eligible employees shall mean teachers/administrators who work an average of twenty-five (25) hours or more per week, support staff hired prior to May 18th, 2015 who were hired to work twenty-five (25) hours per week and were previously eligible to participate in the group health insurance plan, and support staff hired May 18th, 2015 or after to work thirty (30) hours or more per week.

HEALTH AND MAJOR MEDICAL

The District will provide the coverage for eligible employees electing single coverage except for the first thirty dollars (\$30) per month which will be paid by the employee. This coverage is Wellmark Classic 500.

For eligible licensed staff working an average of at least twenty-five (25) hours per week and eligible support staff hired prior to January 23rd, 2012, the District will provide the combined single and dependent coverage for eligible employees electing dependent coverage, Wellmark Classic 500, except for the first two-hundred fifteen dollars (\$215.00) per month of the combined premium, which will be paid by the employee.

Eligible support staff hired January 23rd, 2012 or after, may elect the combined single and dependent coverage however, in addition to the first thirty dollars (\$30) per month for single coverage, the eligible employee will also be responsible for paying the difference between the single and dependent coverage.

The premium costs for single and dependent coverage paid by the employee will be deducted from the employee's gross wages for each month, and will be submitted by the district to the insurance company thereby lowering the employee's taxable gross wages and the employee wages on which the district must pay IPERS and FICA.

New employees and their dependents, if eligible, shall be covered if application for coverage is made timely, on the first of the month following or coinciding with the date of employment and shall continue for the duration of their contractual obligations unless they are no longer “eligible” as defined elsewhere in this section or this insurance coverage is changed through the negotiations process.

The District will provide an IRS Section 125 Plan that allows for pre-tax deductions for:

1. Life/Health premiums paid by employees
2. Unreimbursed medical, dental and optical expenses
3. Dependent care expenses

At the conclusion of district contributions, insurance benefits may be continued at the employee’s own expense, subject to the conditions and regulations of the carrier.

LTD/LIFE

Employees that are eligible for employee benefits are required to purchase the \$15,000 life insurance coverage and long-term disability insurance through the district’s group package.

ADMISSION TO SCHOOL ACTIVITIES

Each eligible employee will be issued a pass that will admit two people free to all school activities. Use of this pass is limited to the employee, employee family members, or employee and significant other. Employees wishing to have an employee’s family member significant other/child/student gain entrance to an event needs to be present when their significant other/child/student enters the activity.

SCHOOL NURSE - SALARY AND BENEFITS

Nurses will receive the same salary and benefits increases as negotiated for teacher employees.

EMPLOYEE ABSENCES

Employees who are ill or unable to come to school should utilize the Frontline Education Time and Attendance system and follow building protocol as soon as possible before an anticipated absence. If you’re having difficulty with the Frontline Education Time and Attendance system please contact your building secretary or your building principal at home as soon as possible. With most absences, prior arrangements should be made before the employee needs to be gone.

LEAVES

PERSONAL ILLNESS

1. Teachers shall be granted 15 days of absence for personal illness, injury or disability with full pay for the first year of employment and for each subsequent year of employment. Hourly staff will receive 10 days their first year, 11 days their second year, 12 days their third year, this will continue until they reach 15 days in their sixth year of service.

The Board of Education or the superintendent may request evidence for such leave from the employee's physician. They may also require consultation between the employee's physician and a physician of the district's own choosing to verify the need for such leave. If the school district requests a consultation, cost for that consultation shall be borne by the district.

Personal illness days for part-time employees who work 190 day contracts but fewer than 8 hours per day will be allotted on the basis that a sick leave "day" is equivalent to whatever their normal work "day" is. Personal illness days for part-time employees who work less than 190 day contracts will be allotted in proportion to the same ratio as their contract days are to 190 days. This ratio would be multiplied times the number of sick leave days called for in the schedule above.

Maternity leave shall be considered sick leave for up to six weeks or the employee's accrued personal illness days, whichever is less. Additional leave shall be granted when medically necessary as verified by the employee's physician. Such leave will be with pay if the employee has sick leave remaining. Employee insurance benefits will continue to be paid as previously paid by the board for the first six (6) weeks of maternity leave, an extension of six (6) weeks is possible and reviewed on an individual basis.

Paternity leave shall be considered family illness leave, employees may use 5 family illness days for paternity leave. If additional leave is requested it will need to be taken as personal leave or unpaid leave. Individual cases can be reviewed and the superintendent may grant extensions on a case by case basis. Paternity leave shall be considered family illness leave for up to 5 days of their 10 Immediate Family leave days.

Employees shall submit a "Return to Work" status report to the district office prior to returning to work. This document should be generated by the attending doctor and contain any work status, any related limitations or restrictions.

2. The above amounts shall apply to consecutive years of employment in the Dysart-Geneseo, the LaPorte City and/or the Union Community School Districts and accumulated sick leave and credited current sick leave shall not be more than a total of one hundred twenty (120) days.

3. An employee returning to work after any illness or injury, whether or not sick leave benefits have been paid, may be required by the Board to undergo a medical examination to determine whether he/she is physically and mentally qualified to return to work. This examination shall be completed by a doctor or psychiatrist mutually agreed upon by the employee and the Board. The cost of such examination, if required, shall be paid by the Board.

4. When an employee will be absent from work, he or she shall give notice to his/her principal or the person designated by the Superintendent to receive such notice. If the absence is for consecutive days, the Superintendent or his/her representative shall be notified of the return of the employee. This process should be completed using the Frontline Education Time and Attendance system.

5. The employee's personal physician shall determine when surgery shall be performed.

IMMEDIATE FAMILY ILLNESS CLAUSE

Absence due to serious illness of an employee's immediate family, which shall include spouse, children, parents, father-in-law, mother-in-law, grandchildren, and grandparents (whether or not their regular residence is in the home of the employee), or other relative whose regular residence is in the home of the employee, shall be limited to ten (10) days per year. Leave beyond the ten (10) days for illness of those family members listed above or leave for the illness of family members not listed above may be granted at the discretion of the superintendent whose decision will not be subject to the grievance procedure. Please note that FAMILY ILLNESS LEAVE IS DEDUCTED FROM YOUR PERSONAL ILLNESS LEAVE, NOT IN ADDITION TO YOUR PERSONAL ILLNESS LEAVE.

EXTENDED FAMILY ILLNESS (Teacher Only)

A leave of absence without pay and fringe benefits up to one (1) year may be granted at the discretion of the superintendent upon written request from a teacher for the purpose of caring for a sick or injured member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

Upon return from such leave, the teacher shall be placed in the same or a comparable teaching position, which may include supplemental duties. If the teacher has served at least half the days in a regular contract before requesting such leave, the teacher will be placed at the same position he/she was on before requesting leave, and will advance one (1) step per year thereafter. If the teacher has served less than half a regular contract year before requesting this leave, he/she will return to the same position on the salary schedule as he/she was on when he/she left.

The teacher on leave must notify the superintendent by February 1st preceding the next school year of his/her intent to return to teach in the district. Any teacher who may be terminated due to such return shall be informally notified by March 15th. To determine a comparable teaching position, the following steps will be used:

- Elementary:
1. A position at the employee's original grade level/assignment.
 2. A position within three grades as follows: K-3, 4-6.
 3. Any position for which the employee is certified by the Department of Education.
- 7 - 12:
1. A position in the employee's major subject area/assignment.
 2. Any position for which the employee is certified by the Department of Education.

These steps will be followed sequentially in an effort to provide a position most like the employee's original position before the leave was taken.

EMPLOYEE FAMILY AND MEDICAL LEAVE (FMLA)

Under the Family and Medical Leave Act, unpaid family and medical leave will be granted up to 12 weeks per year to assist employees in balancing family and work life for family and medical reasons for any of the following:

1. To care for the employee's child after birth, or placement for adoption or foster care;
2. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
3. For a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

To be eligible for Family and Medical Leave, an employee must have worked for the covered employer for at least one (1) year, and for 1,250 hours over the previous twelve (12) months. According to board policy, this year is defined as July 1 – June 30.

During the duration of FMLA leave, the employer will maintain the employee's health coverage and the employee will continue to pay their portion of any insurance coverage that is currently in place at the time of the FMLA leave. If the employee is taking unpaid leave and is not receiving a paycheck from the district, it is the responsibility of the employee to pay the district by check for the employee's share of any insurance coverage usually deducted from their paycheck, on the schedule set by the district.

To request Family and Medical Leave, the employee must provide 30 days advance notice and medical certification to the district when the leave is “foreseeable”. The employee must complete the forms in board policy 409.3 (for teachers, nurses, and administrators) or board policy 414.3 (for support staff) and return the forms to the superintendent for the leave to be approved. Leave may be denied if forms are not completed and/or requirements are not met.

See FMLA forms at the back of this handbook.

CATASTROPHIC LEAVE

The Catastrophic Personal Illness/Injury Leave Program is a voluntary program that allows employees, (certified and support) to donate a portion of their annual sick leave to assist other participating employees who are experiencing an unusual or catastrophic illness and/or injury and who have not qualified for long term disability (LTD).

Participants donate two (2) days of personal sick leave each of the first two years of participation and one (1) day of personal sick leave each consecutive year they participate in the program. Employees may not donate days to specific employees and may not donate more or less days than indicated above. Contributed days become property of the bank and cannot be returned to a contributing employee.

An unusual or catastrophic personal illness/injury is defined as a medical or psychological event experienced by an employee, which is likely to replace an employee’s absence from their job during the contract year for a prolonged period of time and prior to qualifying for LTD, if applicable.

Normal pregnancies and recovery from childbirth are not included in the definition of catastrophic personal illness.

Common surgeries are not included in the definition of catastrophic personal illness.

Employees wishing to enroll, or those currently enrolled and wishing to terminate their participation, may do so by August 31, of each school year. Requests received after August 31, will not be effective until the following September.

To be eligible to draw from the bank, an employee must have

1. Contributed to the bank in the school year they wish to draw from the bank,
2. Used all of their accumulated sick leave days,
3. Used all of their accumulated personal leave days,
4. Used all of their accumulated vacation days, if applicable, and
5. Have not yet met the elimination period for long term disability, if applicable.

When an employee requests catastrophic personal illness/injury leave from the bank, they must also sign a release of information, allowing the district access to his/her medical records to verify need for such leave and present a letter from their doctor verifying the amount of time needed for the personal illness/injury leave from the bank.

If there is a question regarding the need for leave, a Review Committee composed of two (2) bargaining unit employees, one (1) support staff employee, two (2) school board members, and the superintendent shall review the particulars of the request. The board reserves the right, at their expense, to request that a doctor of their choosing review the need for unusual or catastrophic illness/injury leave with the employee's doctor. The decision of this Review Committee shall be final.

Employees may draw from the catastrophic personal illness/injury leave bank according to their years of participation in the Catastrophic Personal Illness/Injury Leave Program, as follows:

First year of contributing leave to the bank, up to	20 days
Two years of continuous contributing to the bank, up to	40 days
Three or more years of continuous contributing to the bank, up to	60 days

In no case shall any one employee be able to draw leave from the bank to cover more than 90 calendar days during a contract period per any one occurrence of catastrophic illness/injury.

Use of bank leave days will be based on a daily use basis, e.g. everyone eligible to draw each day according to their years of participation in the Catastrophic Personal Illness/Injury Leave Bank until total leave bank days have been exhausted.

Any days contributed to the bank which are not used in one year (July 1 to June 30) will be carried forward to the next year and added to any new days contributed for the following year. Should the bank be depleted of days, employees will have the opportunity, on a voluntary basis to contribute another day to the bank for that year.

See Catastrophic Leave form at the back of this handbook.

PERSONAL LEAVE

Faculty and Staff will be granted three (3) days of personal leave per year cumulative to a maximum of five (5) days to be used at the discretion of the employee. Personal leave may be granted the day before or after a holiday, or a vacation period. Use of personal days is discouraged during professional development days or on the opening or closing day of school except in cases of emergency as determined by the building principal or the superintendent.

Employees shall give the building principal at least three (3) school days notice before taking their personal day except in cases of emergency or extenuating circumstances as determined by the building principal or the superintendent.

Personal leave can be limited to a maximum of (3) three employees per building on a given school day or as deemed feasible by the building principal. These personal leave days shall be granted in order of their submitted application.

Teachers who have accumulated five (5) personal days at the end of a school year (last working contract day) will receive the equivalent of three (3) day's pay for a substitute teacher for that contract year. Teachers who have accumulated four (4) personal days at the end of the school year (last working contract date) will receive the equivalent of two (2) day's pay for a substitute teacher for that contract year. Teachers who have accumulated three (3) personal days at the end of the school year (last working contract day) will receive the equivalent of one (1) day's pay for a substitute teacher for that contract year. This amount will be added to the July paycheck of those teachers who qualify.

Support Staff who have accumulated more than two (2) personal days at the end of a school year (last working contract day) will forfeit those unused days.

Per Iowa Administrative Code 4956.3(6), the cash payment of personal leave not used is not eligible for IPERS coverage and no IPERS deduction will be taken from this amount.

BEREAVEMENT LEAVE

All employees shall be granted leave to attend funerals as follows:

1. Up to five (5) days per occurrence for funerals for the immediate family (spouse, father, mother, child, brother, sister, father-in-law, mother-in-law). Employees needing additional days to complete family matters should plan to use personal days.
2. Up to three (3) days per occurrence for funerals of other relatives (sister-in-law, brother-in-law, grandchild, grandparents).
3. For other relatives or close friends, funeral leave will be based on travel as follows:
 - a. Local/ to 60 miles half or full day as needed
 - b. 61-150 miles full day
 - c. 151-300 miles one and a half days
 - d. over 300 miles two days

The above mileage shall be considered to be round trip miles.

Attending funerals while being compensated for singing, playing an instrument, officiating, etc for that funeral does not fall under the use of funeral leave days, and would be unpaid.

4. The superintendent or his/her designee shall have the power to extend all the above provisions in any specific instance.

LATE IN/EARLY OUT LEAVES (Teachers Only)

Teachers shall not be required to use personal leave when the teacher's absence for personal business is during the first thirty (30) minutes or the last thirty (30) minutes of the workday. Teachers may combine two (2) late in or early outs for one (1) hour block of time. A maximum of twelve (12) of these absences are allowed per year. Examples of late in/early out leaves are for early morning appointments or a need to leave early to make it to an afternoon appointment/activity. The original intent of these leaves was to allow an employee to make an appointment without needing to use a personal day. Notification must be made to the building principal or his/her designee at least one school day in advance. Individual cases will be handled at the building level. These requests should be entered into Frontline Education Time and Attendance as a late in/early out, no sub required, and use "custom time" i.e. 7:30 a.m. to 8:00 a.m. or 3:00 p.m. to 3:30 p.m. This is the only instance when "custom" times should be used.

PROFESSIONAL LEAVE (Teachers Only)

Professional leave will be granted at the discretion of the superintendent or his/her designee. The employee wanting to use a day for professional leave shall file a request with his/her building administrator at least five school days in advance of his/her absence.

If the request is approved, expenses approved in advance will be paid by the district. Whenever possible, transportation will be by school-owned vehicle. In the event the teacher uses his/her personal car, mileage will be paid in the amount of the district's policy at that time.

An employee may leave during the last 20 minutes of the workday without penalty or using an "early out" when the employee is enrolled in a course or seminar at an accredited college or university and must attend class on that given evening. The course or seminar must be germane to the employee's teaching assignment as determined by the superintendent. The employee must guarantee that all duties have been covered. The employee shall be responsible for all fees, transportation, and other expenses for this course or seminar.

ASSOCIATION LEAVE

Officers and/or representatives of the Association will be allowed up to an aggregate of nine (9) days absence from school duties for Association business, without pay deduction. The Association will pay for the substitute teachers.

JURY DUTY

Any employee covered by this agreement who serves on a jury will receive his/her normal salary and will turn over any per diem compensation received as a juror to the Board. Compensation for mileage, meals, and other expenses would remain the individual's responsibility. The employee will need to bring evidence from the Clerk of Court stating when his/her services terminated each day he/she served, and if at least one half (1/2) or more of the employee's normal work day remains after dismissal from the court, he/she should return to his/her assigned building and complete the remainder of his/her work day. This verification should be submitted to the district office within three (3) business days.

STATE OR NATIONAL ASSOCIATION LEAVE

A leave of absence without pay and fringe benefits for up to one (1) year shall be granted upon written request from an employee for the purpose of serving as an officer of the Iowa State Education Association (ISEA) or the National Education Association (NEA). Upon returning from such leave, the employee shall be placed in the same or a comparable teaching position, which may include supplemental duties and at the same position on the salary schedule he/she was on before he/she left on leave and will advance one step per year thereafter. The employee on leave must notify the superintendent by February 1 preceding the next school year of his/her intent to return to teach in the district. Any employee who may be terminated due to such return shall be informally notified by March 15. To determine a comparable teaching position, the following steps will be used:

- | | |
|------------|--|
| Elementary | <ol style="list-style-type: none">1. A position at the employee's original grade level/assignment.2. A position within three grades as follows: K-3, 4-6.3. Any position for which the employee is certified by the Department of Education. |
| 7 - 12 | <ol style="list-style-type: none">1. A position in the employee's major subject area/assignment.2. Any position for which the employee is certified by Department of Education. |

These steps will be followed sequentially in an effort to provide a position most like the employee's original position before the leave was taken.

PUBLIC OFFICE (Teachers Only)

A leave of absence without pay and fringe benefits for up to two (2) years shall be granted upon written request from an employee for the purpose of serving in a public office. Upon returning from such leave, the employee shall be placed in the same or a comparable teaching position which may include supplemental duties and at the same position on the salary schedule he or she was on before he/she left on leave and will

advance one step per year thereafter. The employee must notify the superintendent by February 1 preceding the next school year of his/her intent to return to teach in the district. Any employee who may be terminated due to such return shall be informally notified by March 15. To determine a comparable teaching position, the following steps will be used:

- | | |
|------------|--|
| Elementary | <ol style="list-style-type: none">1. A position at the employee's original grade level/assignment.2. A position within three grades as follows: K-3, 4-6.3. Any position for which the employee is certified by the Department of Education. |
| 7 - 12 | <ol style="list-style-type: none">1. A position in the employee's major subject area/assignment.2. Any position for which the employee is certified by the Department of Education. |

These steps will be followed sequentially in an effort to provide a position most like the employee's original position before the leave was taken.

EDUCATIONAL IMPROVEMENT (Teacher Only)

A leave of absence without pay or fringe benefits for up to one (1) year may be granted at the discretion of the superintendent upon written request from an employee for the purpose of engaging in study at an accredited college or university.

Upon return from such leave, the employee shall be placed in the same or a comparable teaching position, which may include supplemental duties. If the employee has served at least half the days in a regular contract before requesting such leave, the employee will be placed at the same position he/she was on before requesting leave, and will advance one step per year thereafter. If the employee has served less than half a regular contract year before requesting this leave, he/she will return to the same position on the salary schedule as he/she was on when he/she left.

The employee on leave must notify the superintendent by February 1st preceding the next school year of his/her intent to return to teach in the district. Any employee who may be terminated due to such return shall be informally notified by March 15th. To determine a comparable teaching position, the following steps will be used:

- | | |
|------------|--|
| Elementary | <ol style="list-style-type: none">1. A position at the employee's original grade level/assignment.2. A position within three grades as follows: K-3, 4-6.3. Any position for which the employee is certified by the Department of Education. |
| 7 - 12 | <ol style="list-style-type: none">1. A position in the employee's major subject area/assignment. |

2. Any position for which the employee is certified by the Department of Education.

These steps will be followed sequentially in an effort to provide a position most like the employee's original position before the leave was taken.

ADOPTION LEAVE

A leave of absence without pay may be granted for the purpose of adopting a child. The length and need for such a leave will be determined by the superintendent or his/her designee. Employee insurance benefits will be paid by the board for the first six (6) weeks of adoption leave, an extension of six (6) weeks is possible and reviewed on an individual basis.

MAINTENANCE OF INSURANCE BENEFITS DURING EXTENDED LEAVES

An employee who has been granted leave under the provisions of this section shall have the option to continue employee insurance benefits at the employee's expense, providing he/she is accepted for insurability by the insurance company.

LEAVE WITHOUT PAY

A leave without pay may be granted an employee at the sole discretion of the superintendent. The employee must give the superintendent or his/her designee five (5) calendar days' written notice requesting such leave, except in emergency situations.

REDUCTION OF STAFF

LICENSED EMPLOYEE REDUCTION IN FORCE

The board has the exclusive authority to determine the appropriate number of licensed employees. A reduction of licensed employees may occur as a result of, but not be limited to, changes in the education program, staff realignment, changes in the size or nature of the student population, financial situation considerations, and other reasons deemed relevant by the board.

The reduction in licensed employees, other than administrators, will be done through normal attrition if possible. If normal attrition does not meet the necessary reduction in force required, the board may terminate licensed employees.

It is the responsibility of the superintendent to make a recommendation for termination to the board.

The superintendent shall consider the following criteria in making the recommendations:

- Endorsements and educational preparation within the grade level and subject areas in which the employee is now performing;

- Relative skills, by 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 or terminations due to a reduction in force will be followed.

RECALL RIGHTS

1. Any employee laid off pursuant to this policy shall have recall rights for two (2) years from the effective date of his/her layoff to any position for which he/she is certificated or for which he/she has accumulated hours toward an endorsement prior to that layoff. Individuals will be recalled to available positions in inverse order to their layoff. Any employee re-employed by exercising his/her recall rights shall be granted the step on the salary schedule he/she would have occupied during the layoff. If the employee has qualified for vertical or horizontal movement on the salary schedule during the layoff, the movement may be granted by the superintendent. The employee shall also be credited with the number of sick leave and personal days he/she had accumulated at the time of the layoff.

2. The offer of a position by the district to professional staff members on staff reduction shall be sent by certified mail and shall be accepted or rejected within fourteen (14) calendar days of receipt. The professional staff member must be prepared to assume the position within thirty (30) calendar days after the date of receipt.

NOTIFICATION

The Administration shall provide written notice to each employee to be terminated by April 30th, preceding the next school year. Such notice shall include written reasons for the reduction of staff.

EMPLOYEE EVALUATIONS

NOTIFICATION OF ASSIGNED EMPLOYEES

Within four (4) weeks after the beginning of each school year, the building principal, superintendent, or designated supervisor shall acquaint each employee under his supervision with the evaluation procedures and instruments. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed.

A new employee or an employee reassigned after the beginning of the school year shall be notified of the evaluation procedures in effect. Such notification shall be prior to the first evaluation.

INFORMAL OBSERVATION

Informal observation for evaluation purposes may be done at any time.

CLASSROOM OBSERVATION

Classroom observations which will be included as part of a formal written evaluation of an employee must be documented with a record of the date, time of day, and approximate length of time of each observation by the evaluator. This information must be shared with the employee being evaluated. Employees must receive written feedback from the evaluator if information from this classroom observation is used as part of the formal written evaluation.

FORMAL WRITTEN EVALUATION

Formal Pre-Observation Information

The evaluator may request that the employee submit the objectives, methods, and materials planned for the performance situation to be observed.

Required Evaluations

Each first and second year employee shall be formally evaluated in writing at least two (2) times per year during the first two (2) years of employment. A continuing employee shall be formally evaluated in writing at least once each year. There shall be at least five (5) school days between each formal evaluation.

Conference and Copy

Each formal written evaluation and accompanying conference between the evaluator and the employee must be completed within five (5) working days following at least one (1) classroom observation of the employee being evaluated.

The date, time of day, and approximate length of the observation will be noted on the evaluation. A copy signed and dated by both parties shall be given to the employee and the evaluator or his/her designee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content. If the conference regarding the formal written evaluation of the employee is not completed within five (5) working days of a classroom observation of that employee, both parties may agree upon an alternative date. If an alternative date cannot be agreed upon, another formal classroom observation will be scheduled.

Evaluation Data

Information from classroom observations and other informal observations within the school setting will be utilized in completing an employee's formal written evaluation.

Responses

If the employee feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing within ten (10) working days of the evaluation conference and have them attached to the evaluation report to be placed in his/her personnel file and also to the reports presented to the superintendent of schools. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

SUGGESTIONS FOR IMPROVEMENT

If difficulties are noted during any observation or evaluation, the building principal or appropriate supervisor shall provide the employee with written suggestions which the administrator believes may improve the quality of teaching and/or the employee's performance.

RIGHT TO GRIEVE

Any employee may challenge (grieve) his/her evaluation on the grounds that (1) the proper evaluation procedures were not followed, (2) the evaluation criteria have been ignored or misapplied, (3) the facts were not accurate, or (4) the evaluation was unfair, unjust or discriminatory.

PERSONNEL FILE REVIEW

An employee presently under contract shall have the right to review the contents of his/her personnel file during business hours with reasonable notice and security provisions. A representative of the Association may, at the employee's request, accompany the employee in this review. Confidential job recommendations shall be excluded. The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become a part of the file.

NOTIFICATION OF WRITTEN COMPLAINTS

Any complaints directed toward an employee which are placed in his/her personnel file are to be called to the employee's attention in writing within ten (10) days of the complaint.

PROFESSIONAL DEVELOPMENT

PROFESSIONAL DEVELOPMENT COMMITTEE

An in-service committee with teacher representation shall be established in each building under the direction of the building principal for the purpose of making a recommendation to the principal on the structure and content of building's in-service training program.

The superintendent of schools shall consult with a committee selected from the building committees for recommendations toward the structure and content of the district's in-service training program.

VOLUNTARY TRANSFERS

DEFINITIONS

Transfer - the movement of employee at his/her request to a different building shall be considered a voluntary transfer.

NOTIFICATION OF VACANCIES

Method of Notification - the superintendent will post in all school buildings a list of the vacancies and online using Teach Iowa which occur during the school year and for the following school year.

Filing Requests - employees who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred in order of preference. Such requests for transfer and reassignment shall be submitted no later than one week after the posting of notification of the vacancy.

SELECTION OF APPLICANTS

Vacancies are to be filled on the basis of experience, qualifications, and ability for the available positions. Final recommendations will be made to the superintendent and submitted to the school board for final approval.

INVOLUNTARY TRANSFER

DEFINITION

The movement of an employee at the discretion of the administration and/or the Board to a different building shall be considered an involuntary transfer.

NOTIFICATION OF INVOLUNTARY TRANSFER

An involuntary transfer shall be made only after a meeting between the employee involved, the building principal(s), and/or the superintendent at which time the employee will be given written notification of the transfer. A member of the Association may be present at the employee's request.

Notice of an involuntary transfer or academic reassignment shall be given in writing to employees no later than May 1 of the preceding year, except in cases of emergency.

GRIEVANCE PROCEDURE

DEFINITIONS

1. Grievance: A grievance shall mean only a claim that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. Aggrieved Person: An aggrieved person shall be the person, persons, or the Association making the complaint.

PURPOSE AND PROCEDURE

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the grievance arising from interpretation of the language in this agreement. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the building principal and the process of such grievance shall begin at the second step. The Association may process the grievance through all remaining steps of this procedure.

If the grievance affects employees in more than one building, the grievance may be filed at the third step and the processing of such grievance shall begin at that point.

2. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the grievance and will act as a bar to further appeal. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement in writing.
3. It is agreed that any investigation, handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with, or interruption of, the instructional program and related work activities of the grieving employee or of the teaching staff. When it is necessary for an aggrieved person and/or an Association representative to attend meetings called for in this article during the work day, said aggrieved person and/or representative shall be released without loss of compensation.
4. All grievances must be presented to the appropriate building principal at the first step within ten (10) working days of the date of occurrence of the event giving rise to the grievance or from the time when such event might reasonably have been known by the aggrieved person.

5. Every employee covered by this Agreement or the Association shall have the right to present grievances in accordance with these procedures and shall have the right to have a representative present at all meetings covered under this article.

6. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter. This shall apply only to grievances formally filed in writing by fifteen (15) working days prior to the end of the school year, except by mutual agreement of the Board and the Association.

7. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

8. If the Association or any employee files any claim in any form other than under the grievance procedure of this agreement, the School Board shall not be required to process the same claim or set of facts through the grievance procedure.

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest and their designated or selected representatives, heretofore referred to in this article.

9. Participation in the grievance procedure shall not subject any member of the Association to harassment because of such participation.

GRIEVANCE LEVELS

FIRST STEP

An attempt shall be made to resolve any grievance under this article through an informal discussion between the grievant and his/her building principal.

SECOND STEP

1. If the aggrieved person or the Association is not satisfied with the disposition of the grievance at the first step, the aggrieved employee or the Association shall file the grievance in writing with the appropriate building principal within five (5) working days after the informal conference with the building principal. The written grievance shall be on the appropriate form (see Schedule A of this Agreement), which shall be available at all buildings.

2. Within four (4) working days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved to discuss the grievance and attempt to resolve same.

3. The principal shall have the right to have a representative or designee at the meeting. The principal or his/her representative shall render a decision on the grievance and communicate it in writing to the aggrieved employee and the Association within six (6) working days following the meeting at the second step between the principal and the aggrieved.

THIRD STEP

In the event the aggrieved person or the Association are not satisfied with the disposition of the grievance at the second step, the aggrieved or the Association may file an appeal of the principal's written decision within five (5) working days of the said decision with the superintendent and/or his/her representative. Within five (5) working days after the written grievance is filed with the superintendent, the aggrieved and the superintendent shall meet in an attempt to resolve the grievance. The superintendent and/or his/her representative shall file a response to the grievance within ten (10) working days of the third step grievance meeting and communicate this decision in writing to the employee, the principal, and the Association.

FOURTH STEP

If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step meeting with the School Board Personnel Committee. The request to meet with the School Board Personnel Committee should be filed with the board secretary. If a request to meet with the School Board Personnel Committee is not filed within ten (10) calendar days of the third step reply then the grievance will be deemed settled on the basis of the third step answer. Upon receipt of the request, the School Board Personnel Committee will convene within fourteen (14) days unless another time is mutually agreed upon by both parties.

SCHEDULE A
GRIEVANCE REPORT FORM
Union Community School District

Building _____

- 1. Association _____
- 2. Employee (Aggrieved Person) _____
- 3. Principal _____
- 4. Superintendent _____

GRIEVANCE REPORT FORM - LEVEL II or SECOND STEP (Principal)
Union Community School District

- A. Date Violation Occurred
- B. Section(s) of Contract Violated
- C. Statement of Grievance
- D. Relief Sought

Signature of Grievant _____ Date _____

Signature of Assoc. Rep. _____ Date _____

- E. Date Received by Principal
- Disposition by Principal

Signature of Principal _____ Date _____

GRIEVANCE REPORT FORM - LEVEL III or THIRD STEP (Superintendent)
Union Community School District

- A. Signature of Aggrieved Person Date Received by Superintendent
 - B. Disposition by Superintendent or Designee
- Signature of Superintendent _____ Date _____

GRIEVANCE REPORT FORM - LEVEL IV or FOURTH STEP (School Board Personnel Committee)
Union Community School District

- A. Signature of the Aggrieved Person _____ Date Signed _____
- B. Signature of the Superintendent _____ Date Signed _____
- C. Date Received by the Board Secretary _____ Date Signed _____

**Memorandum of Understanding
Teacher Leadership System
between the
Union Education Association
and the
Union Community School District**

The Union Community School District has applied for and received approval from the Iowa Department of Education to participate in the Iowa Teacher Leadership System. The Union Community School District and the Union Education Association have reached the following agreement in regard to Master Contract articles that will be affected by and other issues related to the implementation of a local Teacher Leadership System (TLS). This Memorandum of Understanding (MOU) shall be in effect for the 2014-2015 school year and shall be reviewed and/or amended on an annual basis thereafter.

1. Selection Committee.

A. The persons on the Selection Committee shall be pursuant to Part 6 of the TLC Grant and shall include a minimum of one (1) Association member.

B. The committee will accept and review applications for a TLS position and will make recommendations to the Superintendent for appointment. In developing recommendations, the committee will utilize measures of teacher effectiveness and professional growth, consider the needs of the school district, and review the performance and professional development of the applicants, as defined in the current grant. Teachers who are selected must meet all of the qualifications contained in the current year's TLS grant and contained in the law.

2. Selection of Teacher Leaders.

The Superintendent will review the committee's recommendations and shall appoint teachers to serve in TLS positions. In making appointments, the Superintendent will consider the needs of the school district and the performance and professional development of the applicants.

3. Assignment of Teacher Leaders.

A. Teachers assigned to TLS positions shall retain their regular teaching contract issued in accordance with Iowa Code Chapter 279 and shall be issued a supplemental contract for a one-year assignment relating to their leadership role. The supplemental contract shall not be subject to Iowa Code Chapter 279.

B. The assignment of teachers to TLS positions shall not be subject to the transfer procedures contained in the Employee Handbook. No employee will be involuntarily assigned to a TLS position.

C. Prior to the termination of a TLS position by a teacher and not later than March 31, the teacher will give notice to the School District and will be advised if there is a vacant position for

which the teacher possesses the necessary certification and endorsements. If there is a vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher in a TLS position will be so notified within five (5) calendar days of submitting his/her notice to the District and the teacher may withdraw his/her notice of termination. A teacher in a TLS position must withdraw his/her notice of termination not later than April 15.

If there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements and if the teacher does not wish to withdraw his/her notice of termination, then the teacher in a TLS position will be given an opportunity to apply for a voluntary transfer as provided in the Employee Handbook for any positions which become available after the teacher has submitted notice of termination. If, after providing notice of termination, there is a vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If, after providing notice of termination, there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the least senior teacher who fills a position which requires the certification and endorsements possessed by the teacher in the TLS position will be subject to layoff and the teacher in the TLS position will be assigned to that teacher's position.

D. Prior to the termination of a TLS position by the School District and not later than March 31, the District will give notice to the teacher and the teacher will be advised if there is a vacant position for which the teacher possesses the necessary certification and endorsements. If there is a vacant position for which the teacher possesses the necessary certification and endorsements, then the teacher will be awarded the position.

If there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements and if the teacher does not wish to withdraw his/her notice of termination, then the teacher in a TLS position will be given an opportunity to apply for a voluntary transfer as provided in the Employee Handbook for any positions which become available after the teacher has submitted notice of termination. If, after providing notice of termination, there is a vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If, after providing notice of termination, there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the least senior teacher who fills a position which requires the certification and endorsements possessed by the teacher in the TLS position will be subject to layoff and the teacher in the TLS position will be assigned to that teacher's position.

4. Teacher Leadership Compensation.

The salary supplements received by teachers assigned to TLS positions will be as specified in the District's approved Teacher Leadership grant application. The salary supplement is compensation

to the teacher in the TLS position for the additional contract days and hours of work required of the teacher.

5. Hours of Work.

Teachers in TLS positions will work the number of hours outlined in the Employee Handbook and as necessary to perform the duties of their teaching and TLS position. The expectations of the District with regard to hours of work of teachers in TLS positions will be contained in the job description for each TLS position.

6. Work Year.

Teachers in TLS positions will work the number of days specified in the District's approved Teacher Leadership grant application and as provided by law.

7. Seniority.

Teachers in TLS positions will be considered members of the bargaining unit and will continue to accrue seniority in the classification to which they were assigned at the time of their selection for a TLS position.

8. Procedures for Staff Reduction.

For purposes of staff reduction, teachers in TLS positions shall be considered members of the bargaining unit and shall be classified in the classification to which they were assigned at the time of their selection for a TLS position.

9. Assessment of Performance.

The assignment of a teacher to a TLS position will be subject to review by the school district's administration at least annually. The review shall be based on the effectiveness of the teacher's performance of duty specific to the teacher's TLS position. A teacher who completes an assignment in a TLS position may apply for reassignment to the same position or assignment to a different TLS position.

10. Funding for Program.

Teacher leadership supplement foundation aid from the state shall be required to sustain the TLS program. The TLS salary will not be included in the salary schedule. Any reduction or elimination of this support will result in a corresponding reduction or elimination of the assignments and compensation described in this Memorandum of Understanding.

11. Separation from Teacher Evaluation

This memorandum of understanding will establish a wall between the TLS system and the evaluation process for the performance of teaching duties. Teachers in TLS positions will not evaluate other teachers.

12. TSS and TLS

The Teacher Salary Supplement amount for those hired to replace Teacher Leaders will be totally funded from the TLC grant amount. Funding for Teacher Quality Days for TLS assignments shall be paid for out of the TLC grant amount.

13. Future Grant Changes

Any changes to the original TLC grant shall agreed upon by a committee of administrators and teachers. The school board will have the final approval of the proposed changes.

**Union Community School
2018-2019 Hiring Schedule**

Base Salary with TSS Added
SCHEDULE D

Experience	BA	BA+8	BA+16	BA+24	MA	MA+15	MA+30	MA+45
0	36,837	37,462	38,087	38,712	39,337	39,962	40,587	41,212
1	36,837	37,462	38,087	38,712	39,337	39,962	40,587	41,212
2	36,837	37,462	38,087	38,712	39,337	39,962	40,587	41,212
3	37,615	38,240	38,865	39,490	40,115	40,740	41,365	41,990
4	38,950	39,575	40,200	40,825	41,450	42,075	42,700	43,325
5	40,244	40,869	41,494	42,119	42,744	43,369	43,994	44,619
6	40,653	41,278	41,903	42,528	43,153	43,778	44,403	45,028
7	41,168	41,793	42,418	43,043	43,668	44,293	44,918	45,543
8	42,198	42,823	43,448	44,073	44,698	45,323	45,948	46,573
9	43,212	43,837	44,462	45,087	45,712	46,337	46,962	47,587
10	44,165	44,790	45,415	46,040	46,665	47,290	47,915	48,540
11	45,069	45,694	46,319	46,944	47,569	48,194	48,819	49,444
12	45,957	46,582	47,207	47,832	48,457	49,082	49,707	50,332

This salary schedule represents a hiring schedule which gives credit for up to and including twelve (12) years of teaching experience outside the district.

**Union Community School
Support Staff Hiring Schedule**

Year Exp	1	2	3	4	5	6	7
0	8.50	8.75	9.00	9.25	9.35	9.95	10.15
1	8.67	8.92	9.17	9.42	9.63	10.30	10.50
2	8.84	9.09	9.34	9.59	9.91	10.65	10.85
3	9.01	9.26	9.51	9.76	10.19	11.00	11.20
4	9.18	9.43	9.68	9.93	10.47	11.35	11.55
5	9.35	9.60	9.85	10.10	10.75	11.70	11.90
6	9.52	9.77	10.02	10.27	11.03	12.05	12.25
7	9.69	9.94	10.19	10.44	11.31	12.40	12.60
8	9.86	10.11	10.36	10.61	11.59	12.75	12.95
9	10.03	10.28	10.53	10.78	11.87	13.10	13.30
10	10.20	10.45	10.70	10.95	12.15	13.45	13.65
11	10.37	10.62	10.87	11.12	12.43	13.80	14.00
12	10.54	10.79	11.04	11.29	12.71	14.15	14.35

Starting wage will be based on experience and qualifications.

The percent of increase in wages will be based on the individual's current wage rather than the base wage for their classification.

CLASSIFICATIONS

1. Food Transporter – Kitchen Assistant – Cleaning Aide – Playground Aide
2. Assistant Cook
3. Head Cook – Elementary & Middle School Night Custodian – Custodial Assistant
4. Teacher Aide/Associate – High School Night Custodian – Asst Food Services Manager
5. Food Service Manager – Building Secretary
6. Elementary Head Custodian – Middle School Head Custodian
7. Transportation Director – High School Head Custodian – Maintenance Supervisor

Approved May 2014

Supplemental Pay Schedule

MAJOR SPORTS	Min. – Max.	MINOR SPORTS	Min. – Max.
FOOTBALL		CROSS COUNTRY	
Head 9-12	2313 – 4875	Head G & B	1760 – 3705
Asst. 9-12	1830 – 3854		
Head 8	1564 – 3293	TRACK (Girls & Boys Separate)	
Asst. 8	1298 – 2680	Head 9-12	1760 – 3705
Head 7	1564 – 3293	Asst. 9-12	1484 – 3123
Asst. 7	1298 – 2680	Head 7-8	1484 – 3123
		Asst. 7-8	1218 – 2561
BASKETBALL (Girls & Boys Separate)		TENNIS	
Head 9-12	2313 – 4875	Head Girls	1760 – 3705
Asst. 9-12	1830 – 3854	Head Boys	1760 – 3705
2 nd Asst. 9-12	1564 – 3293		
Head 8	1564 – 3293	GOLF	
Asst. 8	1298 – 2680	Head Girls	1760 – 3705
Head 7	1564 – 3293	Head Boys	1760 – 3705
Asst. 7	1298 – 2680		
WRESTLING		SOCCER	
Head 9-12	2313 – 4875	Head Girls 9-12	1760 – 3705
Asst. 9-12	1830 – 3854	Head Boys 9-12	1760 – 3705
2 nd Asst. 9-12	1564 – 3293	Asst. 9-12	1484 – 3123
Head 7-8	1564 – 3293		
Asst. 7-8	1298 – 2680		
SOFTBALL			
Head H.S.	2313 – 4875		
Asst. H.S.	1830 – 3854		
Head M.S.	1564 – 3293		
Asst MS	1298 - 2680		
BASEBALL			
Head H.S.	2313 – 4875		
Asst. H.S.	1830 – 3854		
Head M.S.	1564 – 3293		
Asst MS	1298 - 2680		
VOLLEYBALL			
Head 9-12	2313 - 4875		
Asst. 9-12	1830 - 3854		
Head 7	1564 - 3293		
Asst. 7	1298 - 2680		
Head 8	1564 - 3293		
Asst. 8	1298 - 2680		

Ticket Sellers and Takers, Time Keepers, Score Keepers, etc. will be paid at the extra duty rate of \$30 per activity.

Supplemental Pay Schedule

	Min. – Max.
<u>CLASS ADVISOR (Jr. & Sr.)</u>	
Prom Head	905
Prom Helpers (2)	289
Senior Class Advisor	289
The Senior Class Advisor and the Prom Head will be selected by the H.S. Principal. The Prom Helpers positions will be chosen first from faculty volunteers. If more than two people volunteer, positions will be chosen by lottery.	
<u>CLUBS (if active)</u>	
HS & MS	289
<u>CHEERLEADING</u>	
High School	
(if all three)	1673-3854
OR	
(if all three)	625-1418
Middle School	
(each sport)	625 – 1418
Middle School	
(if all three)	1189 – 2680
OR	
(each sport)	463 – 1027
<u>DANCE TEAM</u>	
High School	1500
Middle School	500
<u>DRAMA</u>	
Head Drama & Asst. Tech	1482-3335
(per play or musical)	
Head Tech & Asst. Drama	792 – 1768
(per play)	
<u>FFA</u>	729 –1625
<u>HOME EC CLUB</u>	604 – 1339
<u>INSTRUMENTAL MUSIC</u>	
High School	3120 – 7042
Middle School	1358 – 3052
<u>SPEECH</u>	
H.S. Large Group Head	867 – 1939
H.S. Large Group Asst	720 - 1609
H.S. Small Group Head	867 – 1939
H.S. Small Group Asst	720 - 1609

	Min. – Max.
<u>STUDENT COUNCIL</u>	
High School	604-1339
Middle School	347
(one teacher rep from each 6th, 7th, 8th grades)	
Elementary School	285
(max of three per building)	
<u>VOCAL MUSIC</u>	
High School	3006-6787
High School Musical	792-1768
(Head vocal plus	
Asst. Drama and Asst Tech	1358-3052
Middle School	1358-3052
Middle School Variety Show	678-1507
Elementary Musical	327-712
<u>YEARBOOK</u>	
High School	867-1939
Middle School	231
<u>PAL COORDINATOR</u>	
Teacher Rep 6th Grade	525
Teacher Rep 7th Grade	525
Teacher Rep 8th Grade	525
<u>BUILDING TECH COORDINATOR</u>	
(one per building)	
Elementary	525
Middle School	525
High School	525

Staff with supplemental assignments will receive 10% increase for those assignments for the 2018-2019 contract if they are not already at the top of the pay scale. Those at the top of the pay scale receive a 10% increase unless that percentage puts them over the new maximum rate, then they will receive a \$200 increase or an increase to bring them to the maximum

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 July 1-June 30. 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.

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. 1994)
29 C.F.R. Pt. 825 (2002).
Iowa Code §§ 20; 85.33, .34, .38(3); 216; 279.40 (2005).

Cross Reference: 409.2 Licensed Employee Personal Illness Leave
409.8 Licensed Employee Unpaid Leave
414.3 Classified Employee Family and Medical Leave

Approved June 19, 2006

Reviewed Dec. 17, 2014

Revised August 21, 2017

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE NOTICE TO EMPLOYEES YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.

Reasons for Taking Leave:

Unpaid leave must be granted for *any* of the following reasons:

- 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.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

Advance Notice and Medical Certification:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied, if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and fitness for duty report to return to work.

Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

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:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

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.

For Additional Information:

If you have access to the Internet visit FLMA's website: <http://www.dol.gov/esa/whd/flma>. Or contact the nearest office of Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor. 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/allcft/ESA/Title_29/Part_825/29CFR825.500.htm

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.

I acknowledge my obligation to provide medical certification of my serious health condition or that of a family member in order to be eligible for family and medical leave within 15 days of the request for certification.

I acknowledge receipt of information regarding my obligations under the family and medical leave policy of the school district.

I request that my family and medical leave begin on _____ and I request leave as follows: (check one)

continuous

I anticipate that I will be able to return to work on _____.

intermittent leave for the:

birth of my child or adoption or foster care placement subject to agreement by the district

serious health condition of myself, parent, or child when medically necessary

Details of the needed intermittent leave:

I anticipate returning to work at my regular schedule on _____.

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST FORM

_____ reduced work schedule for the:

_____ birth of my child or adoption or foster care placement subject to agreement by the school district serious health condition of myself, parent, or child when medically necessary

Details of needed reduction in work schedule as follows:

I anticipate returning to work at my regular schedule on _____.

I realize I may be moved to an alternative position during the period of the family and medical intermittent or reduced work schedule leave. I also realize that with foreseeable intermittent or reduced work schedule leave, subject to the requirements of my health care provider, I may be required to schedule the leave to minimize 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

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

1. Employee's Name _____

2. Patient's Name (if different from employee) _____

3. The attached sheet describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition, for which the employee is taking FMLA leave, qualify under any of the categories described? If so, please check the applicable category.

(1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____

or _____ None of the above

4. Describe the medical facts which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

5. a. State the approximate date the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present incapacity, i.e. inability to work, attend school or perform other regular activities due to the serious health condition, treatment therefor, or recovery therefrom, if different):

b. Will it be necessary for the employee to take work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in Item 6 below)?

If yes, give the probable duration:

c. If the condition is a chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity:

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

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

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

- b. If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments:
 - c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g. prescription drugs, physical therapy, requiring special equipment):
- 7.
- 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)

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

To be completed by the employee needing family leave to care for a family member.

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

(Employee Signature)

(Date)

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

A serious health condition means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care - In patient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
2. Absence Plus Treatment - A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
 - a. treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider or by a provider of health care services (e.g. physical therapist) under the orders of, or on referral by, a health care provider; or
 - b. treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
3. Pregnancy - Any period of incapacity due to pregnancy or for prenatal care.
4. Chronic Conditions Requiring Treatments - A chronic condition which:
 - a. requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - b. continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c. may cause episodic rather than a period of incapacity (e.g. asthma, diabetes, epilepsy, etc.).
5. Permanent/Long-term Conditions Requiring Supervision - A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
6. Multiple Treatments (Non-chronic Conditions) - Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy) and kidney disease (dialysis).

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 upon request.
3. When an employee requests family and medical leave, the school district will provide the employee with information listing the employee's obligations and requirements. Such information will include:
 - a. a statement clarifying whether the leave qualifies as family and medical leave and will, therefore, be credited to the employee's annual 12-week entitlement;
 - b. a reminder that employees requesting family and medical leave for their serious health condition or for that of an immediate family member must furnish medical certification of the serious health condition and the consequences for failing to do so;
 - c. an explanation of the employee's right to substitute paid leave for family and medical leave including a description of when the school district requires substitution of paid leave and the conditions related to the substitution; and
 - d. a statement notifying employees that they must pay and must make arrangements for paying any premium or other payments to maintain health or other benefits.

B. Eligible employees.

Employees are eligible for family and medical leave if three criteria are met.

1. The school district has more than 50 employees on the payroll at the time leave is requested.
2. The employee has worked for the school district for at least twelve months or 52 weeks (the months and weeks need not be consecutive); and
3. The employee has worked at least 1,250 hours within the previous year. Full-time professional employees who are exempt from the wage and hour law may be presumed to have worked the minimum hour requirement.

If the employee requesting leave is unable to meet the above criteria, the employee is not eligible for

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

- C. Employee requesting leave -- two types of leave.
 - 1. Foreseeable family and medical leave
 - a. Definition - leave is foreseeable for the birth or placement of an adopted or foster child with the employee or for planned medical treatment.
 - b. Employee must give at least thirty days notice for foreseeable leave. Failure to give the notice may result in the leave beginning thirty days after notice was received.
 - c. Employees must consult with the school district prior to scheduling planned medical treatment leave to minimize disruption to the school district. The scheduling is subject to the approval of the health care provider.
 - 2. Unforeseeable family and medical leave.
 - a. Definition - leave is unforeseeable in such situations as emergency medical treatment or premature birth.
 - b. Employee must give notice as soon as possible but no later than one to two work days after learning that leave will be necessary.
 - c. A spouse or family member may give the notice if the employee is unable to personally give notice.
- D. Eligible family and medical leave determination. The school district may require the employee giving notice of the need for leave to provide reasonable documentation or a statement of family Relationship.
 - 1. Four purposes.
 - a. The birth of a son or daughter of the employee and in order to care for that son or daughter prior to the first anniversary of the child's birth;
 - b. The placement of a son or daughter with the employee for adoption or foster care and in order to care for that son or daughter prior to the first anniversary of the child's placement;
 - c. To care for the spouse, son, daughter or parent of the employee if the spouse, son, daughter or parent has a serious health condition; or
 - d. Employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position.
 - 2. Medical certification.
When required:
 - (1) Employees may be required to present medical certification of the employee's serious health condition and inability to perform the essential functions of the job.
 - (2) Employees may be required to present medical certification of the family member's serious health condition and that it is medically necessary for the employee to take leave to care for the family member.

- a. Employee's medical certification responsibilities:

Code No. 409.3R1

Page 3 of 5

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

- (1) The employee must obtain the certification from the health care provider who is treating the individual with the serious health condition.
 - (2) The school district may require the employee to obtain a second certification by a health care provider chosen by and paid for by the school district if the school district has reason to doubt the validity of the certification an employee submits. The second health care provider cannot, however, be employed by the school district on a regular basis.
 - (3) If the second health care provider disagrees with the first health care provider, then the school district may require a third health care provider to certify the serious health condition. This health care provider must be mutually agreed upon by the employee and the school district and paid for by the school district. This certification or lack of certification is binding upon both the employee and the school district.
- b. Medical certification will be required fifteen days after family and medical leave begins unless it is impracticable to do so. The school district may request recertification every thirty days. Recertification must be submitted within fifteen days of the school district's request.
 - c. Family and medical leave requested for the serious health condition of the employee or to care for a family member with a serious health condition which is not supported by medical certification will be denied until such certification is provided.
- E. Entitlement.
- 1. Employees are entitled to twelve weeks unpaid family and medical leave per year.
 - 2. Year is defined as fiscal year (July 1-June 30).
 - 3. If insufficient leave is available, the school district may:
 - a. Deny the leave if entitlement is exhausted
 - b. Award leave available
- F. Type of Leave Requested.
- 1. Continuous - employee will not report to work for set number of days or weeks.
 - 2. Intermittent - employee requests family and medical leave for separate periods of time.
 - a. Intermittent leave is available for:
 - (1) Birth, adoption or foster care placement of child only with the school district's agreement.
 - (2) Serious health condition of the employee, spouse, parent, or child when medically necessary without the school district's agreement.
 - b. In the case of foreseeable intermittent leave, the employee must schedule the leave to minimize disruption to the school district operation.
 - c. During the period of foreseeable intermittent leave, the school district may move the employee to an alternative position with equivalent pay and benefits. *(For instructional employees, see G below.)*

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

3. Reduced work schedule - employee requests a reduction in the employee's regular work schedule.
 - a. Reduced work schedule family and medical leave is available for:
 - (1) Birth, adoption or foster care placement and subject to the school district's agreement.
 - (2) Serious health condition of the employee, spouse, parent, or child when medically necessary without the school district's agreement.
 - b. In the case of foreseeable reduced work schedule leave, the employee must schedule the leave to minimize disruption to the school district operation.
 - c. During the period of foreseeable reduced work schedule leave, the school district may move the employee to an alternative position with equivalent pay and benefits. *(For instructional employees, see G below.)*
- G. Special Rules for Instructional Employees.
1. Definition - an instructional employee is one whose principal function is to teach and instruct students in a class, a small group or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors and special education assistants.
 2. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule family and medical leave greater than twenty percent of the work days in the leave period may be required to:
 - a. Take leave for the entire period or periods of the planned medical treatment; or
 - b. Move to an available alternative position, with equivalent pay and benefits, but not necessarily equivalent duties, for which the employee is qualified.
 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.

Code No. 409.3R1

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LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

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 any paid leave available to the employee under board policy, individual contracts or the collective bargaining agreement. Paid leave includes, but is not limited to, sick leave, family illness leave, vacation, personal leave, bereavement leave and 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.

Code No. 409.3R2

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LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

Common law marriage-according to Iowa law, common law marriages exist when there is a present intent by the two parties to be married, continuous cohabitation, and a public declaration that the parties are husband and wife. There is no time factor that needs to be met in order for there to be a common law marriage.

Continuing treatment-a serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from) of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or in referral by, a health care provider; or
 - treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a the health care provider.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
 - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider. Examples include Alzheimer's, a severe stroke or the terminal stages of a disease.
- Any period of absence to receive multiple treatments (including any period of recovery from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Eligible Employee-the district has more than 50 employees on the payroll at the time leave is requested. The employee has worked for the district for at least twelve months and has worked at least 1250 hours within the previous year.

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."

Code No. 409.3R2

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LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

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 non-instructional 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.

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

"Needed to Care For"-the medical certification that an employee is "needed to care for" a family member encompasses both physical and psychological care. For example, where, because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic or nutritional needs or safety or is unable to transport himself or herself to medical treatment. It also includes situations where the employee may be needed to fill in for others who are caring for the family member or to make arrangements for changes in care.

Parent-a biological parent or an individual who stands in loco parentis to a child or stood in loco parentis to an employee when the employee was a child. Parent does not include parent-in-law.

Physical or mental disability-a physical or mental impairment that substantially limits one or more of the major life activities of an individual.

Reduced leave schedule-a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

Serious health condition

- An illness, injury, impairment, or physical or mental condition that involves:
- Inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from), or any subsequent treatment in connection with such inpatient care; or
 - Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes:
 - A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from) of more than three consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - 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.).

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

- A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's a severe stroke or the terminal stages of a disease.
- Any period of absence to receive multiple treatments (including any period of recovery from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Treatment for purposes of this definition includes, but is not limited to, examinations to determine if a serious health condition exists and evaluation of the condition. Treatment does not include routine physical examinations, eye examinations or dental examinations. Under this definition, a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave. Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.

Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

Absence attributable to incapacity under this definition qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

Son or daughter-a biological child, adopted child, foster child, stepchild, legal ward, or a child of a person standing in loco parentis. The child must be under age 18 or, if over 18, incapable of self-care because of a mental or physical disability.

Spouse-a husband or wife recognized by Iowa law including common law marriages.

Code No. 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 July 1-June 30. Requests for family and medical leave are 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.

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. 1994)
29 C.F.R. Pt. 825 (2002).
Iowa Code §§ 20; 85.33, .34, .38(3); 216; 279.40 (2005).
1980 Op. Att'y Gen. 605.
1972 Op. Att'y Gen. 177, 353.
1952 Op. Att'y Gen. 91.

Cross Reference: 409.3 Licensed Employee Family and Medical Leave
414.2 Classified Employee Personal Illness Leave
414.9 Classified Employee Unpaid Leave

**CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE NOTICE TO EMPLOYEES
YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.

Reasons for Taking Leave:

Unpaid leave must be granted for *any* of the following reasons:

- 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.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

Advance Notice and Medical Certification:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied, if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and fitness for duty report to return to work.

Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

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:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

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.

For Additional Information:

If you have access to the Internet visit FLMA's website: <http://www.dol.gov/esa/whd/flma>. Or contact the nearest office of Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of

Labor. 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

Code No. 414.3E2

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CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST FORM

Date:

I, _____, request family and medical leave for the following reason: (check all that apply)

- for the birth of my child; for the placement of a child for adoption or foster care;
- to care for my child who has a serious health condition;
- to care for my parent who has a serious health condition;
- to care for my spouse who has a serious health condition; or
- because I am seriously ill and unable to perform the essential functions of my position.

I acknowledge my obligation to provide medical certification of my serious health condition or that of a family member in order to be eligible for family and medical leave within 15 days of the request for certification.

I acknowledge receipt of information regarding my obligations under the family and medical leave policy of the school district.

I request that my family and medical leave begin on _____ and I request leave as follows: (check one)

continuous

I anticipate that I will be able to return to work on _____.

intermittent leave for the:

birth of my child or adoption or foster care placement subject to agreement by the district

serious health condition of myself, parent, or child when medically necessary

Details of the needed intermittent leave:

I anticipate returning to work at my regular schedule on _____.

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CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST FORM

_____ reduced work schedule for the:

_____ birth of my child or adoption or foster care placement subject to agreement by the school district serious health condition of myself, parent, or child when medically necessary

Details of needed reduction in work schedule as follows:

I anticipate returning to work at my regular schedule on _____.

I realize I may be moved to an alternative position during the period of the family and medical intermittent or reduced work schedule leave. I also realize that with foreseeable intermittent or reduced work schedule leave, subject to the requirements of my health care provider, I may be required to schedule the leave to minimize 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 _____

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CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

1. Employee's Name _____
2. Patient's Name (if different from employee) _____
3. The attached sheet describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition, for which the employee is taking FMLA leave, qualify under any of the categories described? If so, please check the applicable category.

(2) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____

or _____ None of the above
4. Describe the medical facts which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:
5.
 - a. State the approximate date the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present incapacity, i.e. inability to work, attend school or perform other regular activities due to the serious health condition, treatment therefor, or recovery therefrom, if different):
 - b. Will it be necessary for the employee to take work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in Item 6 below)?

If yes, give the probable duration:
 - c. If the condition is a chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity:
6.
 - a. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments:

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

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CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

- b. If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments:

 - c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g. prescription drugs, physical therapy, requiring special equipment):
7. 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)

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CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

To be completed by the employee needing family leave to care for a family member.

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

(Employee Signature)

(Date)

CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

A serious health condition means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care - In patient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
2. Absence Plus Treatment - A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
 - a. treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider or by a provider of health care services (e.g. physical therapist) under the orders of, or on referral by, a health care provider; or
 - b. treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
3. Pregnancy - Any period of incapacity due to pregnancy or for prenatal care.
4. Chronic Conditions Requiring Treatments - A chronic condition which:
 - a. requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - b. continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c. may cause episodic rather than a period of incapacity (e.g. asthma, diabetes, epilepsy, etc.).
5. Permanent/Long-term Conditions Requiring Supervision - A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
6. Multiple Treatments (Non-chronic Conditions) - Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either

for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy) and kidney disease (dialysis).

Code No. 414.3R1

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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 upon request.
3. When an employee requests family and medical leave, the school district will provide the employee with information listing the employee's obligations and requirements. Such information will include:
 - a. a statement clarifying whether the leave qualifies as family and medical leave and will, therefore, be credited to the employee's annual 12-week entitlement;
 - b. a reminder that employees requesting family and medical leave for their serious health condition or for that of an immediate family member must furnish medical certification of the serious health condition and the consequences for failing to do so;
 - c. an explanation of the employee's right to substitute paid leave for family and medical leave including a description of when the school district requires substitution of paid leave and the conditions related to the substitution; and
 - d. a statement notifying employees that they must pay and must make arrangements for paying any premium or other payments to maintain health or other benefits.

B. Eligible employees.

Employees are eligible for family and medical leave if three criteria are met.

1. The school district has more than 50 employees on the payroll at the time leave is requested.
2. The employee has worked for the school district for at least twelve months or 52 weeks (the months and weeks need not be consecutive); and

3. The employee has worked at least 1,250 hours within the previous year. Full-time professional employees who are exempt from the wage and hour law may be presumed to have worked the minimum hour requirement.

If the employee requesting leave is unable to meet the above criteria, the employee is not eligible for family and medical leave.

Code No. 414.3R1

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CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

- C. Employee requesting leave -- two types of leave.
 1. Foreseeable family and medical leave
 - a. Definition - leave is foreseeable for the birth or placement of an adopted or foster child with the employee or for planned medical treatment.
 - b. Employee must give at least thirty days notice for foreseeable leave. Failure to give the notice may result in the leave beginning thirty days after notice was received.
 - c. Employees must consult with the school district prior to scheduling planned medical treatment leave to minimize disruption to the school district. The scheduling is subject to the approval of the health care provider.
 2. Unforeseeable family and medical leave.
 - a. Definition - leave is unforeseeable in such situations as emergency medical treatment or premature birth.
 - b. Employee must give notice as soon as possible but no later than one to two work days after learning that leave will be necessary.
 - c. A spouse or family member may give the notice if the employee is unable to personally give notice.
- D. Eligible family and medical leave determination. The school district may require the employee giving notice of the need for leave to provide reasonable documentation or a statement of family relationship.
 1. Four purposes.
 - a. The birth of a son or daughter of the employee and in order to care for that son or daughter prior to the first anniversary of the child's birth;
 - b. The placement of a son or daughter with the employee for adoption or foster care and in order to care for that son or daughter prior to the first anniversary of the child's placement;
 - c. To care for the spouse, son, daughter or parent of the employee if the spouse, son, daughter or parent has a serious health condition; or
 - d. Employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position.
 2. Medical certification.
 - a. When required:
 - (1) Employees may be required to present medical certification of the employee's

serious health condition and inability to perform the essential functions of the job.

- (2) Employees may be required to present medical certification of the family member's serious health condition and that it is medically necessary for the employee to take leave to care for the family member.

b. Employee's medical certification responsibilities:

Code No. 414.3R1

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CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

- (1) The employee must obtain the certification from the health care provider who is treating the individual with the serious health condition.
 - (2) The school district may require the employee to obtain a second certification by a health care provider chosen by and paid for by the school district if the school district has reason to doubt the validity of the certification an employee submits. The second health care provider cannot, however, be employed by the school district on a regular basis.
 - (3) If the second health care provider disagrees with the first health care provider, then the school district may require a third health care provider to certify the serious health condition. This health care provider must be mutually agreed upon by the employee and the school district and paid for by the school district. This certification or lack of certification is binding upon both the employee and the school district.
- c. Medical certification will be required fifteen days after family and medical leave begins unless it is impracticable to do so. The school district may request recertification every thirty days. Recertification must be submitted within fifteen days of the school district's request.

Family and medical leave requested for the serious health condition of the employee or to care for a family member with a serious health condition which is not supported by medical certification will be denied until such certification is provided.

E. Entitlement.

1. Employees are entitled to twelve weeks unpaid family and medical leave per year.
2. Year is defined as fiscal year (July 1-June 30)
3. If insufficient leave is available, the school district may:
 - a. Deny the leave if entitlement is exhausted
 - b. Award leave available

F. Type of Leave Requested.

1. Continuous - employee will not report to work for set number of days or weeks.
2. Intermittent - employee requests family and medical leave for separate periods of time.
 - a. Intermittent leave is available for:
 - (1) Birth, adoption or foster care placement of child only with the school district's agreement.

- (2) Serious health condition of the employee, spouse, parent, or child when medically necessary without the school district's agreement.
- b. In the case of foreseeable intermittent leave, the employee must schedule the leave to minimize disruption to the school district operation.
- c. During the period of foreseeable intermittent leave, the school district may move the employee to an alternative position with equivalent pay and benefits.

Code No. 414.3R1

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CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

- 3. Reduced work schedule - employee requests a reduction in the employee's regular work schedule.
 - a. Reduced work schedule family and medical leave is available for:
 - (1) Birth, adoption or foster care placement and subject to the school district's agreement.
 - (2) Serious health condition of the employee, spouse, parent, or child when medically necessary without the school district's agreement.
 - b. In the case of foreseeable reduced work schedule leave, the employee must schedule the leave to minimize disruption to the school district operation.
 - c. During the period of foreseeable reduced work schedule leave, the school district may move the employee to an alternative position with equivalent pay and benefits.
- G. 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.
- H. Use of paid leave for family and medical leave.

An employee may substitute unpaid family and medical leave with any paid leave available to the employee under board policy, individual contracts or the collective bargaining agreement.

Paid leave includes, but is not limited to, sick leave, family illness leave, vacation, personal leave, bereavement leave and 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.

Code No. 414.3R2

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CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

Common law marriage-according to Iowa law, common law marriages exist when there is a present intent by the two parties to be married, continuous cohabitation, and a public declaration that the parties are husband and wife. There is no time factor that needs to be met in order for there to be a common law marriage.

Continuing treatment-a serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from) of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or in referral by, a health care provider; or
 - treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a the health care provider.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
 - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider. Examples include Alzheimer's, a severe stroke or the terminal stages of a disease.
- Any period of absence to receive multiple treatments (including any period of recovery from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Eligible Employee-the district has more than 50 employees on the payroll at the time leave is requested. The employee has worked for the district for at least twelve months and has worked at least 1250 hours within the previous year.

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."

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CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

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 drivers, or other primarily non-instructional employees.

workers, bus

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.

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CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

"Needed to Care For"-the medical certification that an employee is "needed to care for" a family member encompasses both physical and psychological care. For example, where, because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic or nutritional needs or safety or is unable to transport himself or herself to medical treatment. It also includes situations where the employee may be needed to fill in for others who are caring for the family member or to make arrangements for changes in care.

Parent-a biological parent or an individual who stands in loco parentis to a child or stood in loco parentis to an employee when the employee was a child. Parent does not include parent-in-law.

Physical or mental disability-a physical or mental impairment that substantially limits one or more of the major life activities of an individual.

Reduced leave schedule-a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

Serious health condition

- An illness, injury, impairment, or physical or mental condition that involves:
- Inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from), or any subsequent treatment in connection with such inpatient care; or
 - Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes:
 - A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from) of more than three consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - 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.).

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CLASSIFIED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

- A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's a severe stroke or the terminal stages of a disease.
- Any period of absence to receive multiple treatments (including any period of recovery from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer(chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
 - Treatment for purposes of this definition includes, but is not limited to, examinations to determine if a serious health condition exists and evaluation of the condition. Treatment does not include routine physical examinations, eye examinations or dental examinations. Under this definition, a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
 - Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.
 - Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

- Absence attributable to incapacity under this definition qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

Son or daughter-a biological child, adopted child, foster child, stepchild, legal ward, or a child of a person standing in loco parentis. The child must be under age 18 or, if over 18, incapable of self-care because of a mental or physical disability.

Spouse-a husband or wife recognized by Iowa law including common law marriages.

**UNION COMMUNITY SCHOOL
REQUEST FOR APPROVAL OF GRADUATE COURSE CREDITS FORM**

Submit to the Superintendent of Schools

Dated Filed _____

TEACHER _____

As per *Application for Salary Credit*, in the Union CSD Employee Handbook, I am requesting that, upon satisfactory completion of the courses listed below, the graduate credits be applied toward an Education Training Lane change.

I am requesting to be advanced from lane _____ to lane _____.

Institution offering course: _____

Course Number	Course Name	Semester Hours
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Brief Description of Course Content: _____

Teacher Signature: _____

Approved

Disapproved

Date: _____

Superintendent: _____

Board approved 8-20-2018

**UNION COMMUNITY SCHOOL
Transcript Submission for Salary Advancement**

A copy of your official transcript must accompany this form and must be received in the District Office not less than ten days prior to the September payroll date to have the lane change effective for the current year.

Name of Institution: _____

Course Title	Hours	Date Completed

Number of hours of applicable graduate credit completed: _____

Teacher Signature: _____

Date: _____

Superintendent Signature: _____

Date: _____

Signature of Superintendent indicates approval of lane change and notification of that change to the Board Secretary.

Board approved 8-20-2018

**Catastrophic Personal Illness/Injury Bank
Contribution Form**

(The election made on this sheet will take effect on September 1st of the upcoming school year for current employees or date of employment for new employee.)

Date: _____

Name: _____

Hire Date (MM/YYYY): _____

Participating:

I wish to contribute 1 day (2 days for employees in the first two years of participation) to the Catastrophic Personal Illness/Injury Bank. I understand that my contribution to the bank allows me to become eligible for the benefits outlined in the Catastrophic Personal Illness/Injury Leave Bank Policy. I also understand that my participation will be ongoing from year to year unless I notify the Business Manager in writing on or before August 31st of my desire to discontinue with the program by completing a new form declining participation.

Employee Signature: _____

Not Participating:

I wish to decline participation in the Catastrophic Personal Illness/Injury Bank

Employee Signature: _____

Each year you have the option to change your election for the program by completing a new form however, all catastrophic contribution forms must be received in the District Office by **August 31st** or Previous year's selection applies.