

Monticello Community School District



2024-25 District Teacher Handbook

Notice of Nondiscrimination-Policy #102.0E2

Students, parents, employees, and others doing business with or performing services for the Monticello Community School District are hereby notified that the District does not discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age, sexual orientation, gender identity, or genetic information (for employment) in any of its education programs, activities, or employment opportunities, pursuant to Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and other applicable state and federal laws. This prohibition on discrimination applies to admission and employment. The District has adopted grievance procedures for processing and resolving formal and informal Title IX sex discrimination and sexual harassment complaints and other discrimination complaints. Inquiries regarding sex discrimination pursuant to Title IX of the District's nondiscrimination policy may be directed to the District's Title IX Coordinator, Todd Werner, 860 East Oak Street, Monticello, Iowa 52310, 319-465-3000 ex2101, todd.werner@monticello.k12.ia.us; other grievances or complaints related to the District's nondiscrimination policy may be directed to the District's Equity Coordinator, Todd Werner, 860 East Oak Street, Monticello, Iowa 52310, 319-465-3000 ex2101, todd.werner@monticello.k12.ia.us. Inquiries related to sex discrimination pursuant to Title IX may also be referred to U.S. Department of Education (attn. Assistant Secretary, Office for Civil Rights; 400 Maryland Avenue Southwest, Washington, DC 20202; 800-421-3481; OCR@ed.gov). Inquires related to other grievances or complaints may be directed to the Director of the Office for Civil Rights U.S. Department of Education, Citigroup Center, 500 W. Madison Street, Suite 1475, Chicago, IL 60661-7204, Telephone: (312) 730-1560 Facsimile: (312) 730-1576, Email: OCR.Chicago@ed.gov)

Approved: 6/24/2024

Monticello Community School District

Mission Statement:

The Mission of the Monticello Community Schools, a District striving for educational excellence, is to prepare students through challenging experiences, to be caring, productive, creative citizens who will be lifelong learners.

Vision:

Providing rigorous, authentic personalized learning utilizing the local and global community

Core Values:

Effective Instruction ~ Technology & 21st Century Learning ~ Collaborative Relationships

2024-25

Monticello Board of Education

Craig Stadtmueller - President

Mandy Norton - Vice President

John Schlarmann

Mark Rieken

Tony Amsler

Handbook Guidelines

This document is provided as a guideline to teachers concerning their benefits and related procedures as well as rules and responsibilities related to employment. It is not intended to be, nor should be understood to be, a contract between the district and any of the employees individually or as a group. This handbook cannot anticipate every situation or answer every question about policy or employment. The school board allows the superintendent the discretion to interpret and apply the rules in this handbook. In addition, the school board reserves the right to interpret and apply the rules in this handbook, if necessary. Additional information related to this handbook may be included in Board Policy. All Board policies are on the district website at www.monticello.k12.ia.us.

The District may from time to time adopt and publish changes in these work rules. Such changes shall become effective only after they have been board approved and communicated to employees. All employees shall comply with the work rules. To receive all listed benefits, full time employment is implied.

Should any section of this handbook be declared illegal by a court of competent jurisdiction, then that section shall be deleted from this handbook to the extent that it violates the law. The remaining language shall remain in full force and effect.

This handbook covers the following district staff: All classroom teachers, counselors, department chairpersons, nurses, gifted coordinator, media specialist, and school social worker.

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BENEFITS

- A. The district will contribute an amount equal to the single premium PPO Plan, with a \$1,000 deductible, per month for the current established group health plan for each full-time employee. Employees may have additional premiums for family insurance coverage deducted from their salary. The employee may elect to have this salary reduction on a pre-tax basis.
- B. To be eligible for district paid health insurance, you must work for an average of thirty (30) hours per week.
- C. The insurance coverage will begin on the first day of the first full month of employment and end with the last day of the last month of employment.
- D. If married employees wish to purchase a family insurance plan, they may add their individual monthly benefit premiums together toward the purchase of a family insurance plan.
- E. The Board of Education will provide a Long-Term Disability insurance benefit for employees working a minimum of 20 hours per week. The policy will provide 60% of basic monthly earnings to a maximum benefit of \$4,000.
- F. The Board shall have the right at any time to procure comparable medical insurance.
- G. Eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the Board. To be eligible to receive the monthly benefit premium, the employee must complete all necessary paperwork.
- H. All employees covered by this handbook shall be notified of changes in insurance carriers at least fourteen (14) days prior to Board action.
- I. **Iowa Public Employees' Retirement System (IPERS)** – The district participates in the Iowa Public Employees' Retirement System (IPERS). This defined benefit plan provides a lifetime retirement benefit to you upon retirement in accordance with a formula based on your age, years of service and the average of your highest five years of wages. For additional information, please contact IPERS at 1-800-622-3849 or visit the IPERS website at www.ipers.org/index.html.

CELL PHONES/ELECTRONIC DEVICES

Personal cell phone use or electronic devices or texting should only be done during sanctioned break periods. District and personal phones and message devices are to be used appropriately at times that do not conflict with the employee's duties. Unless explicitly authorized, texting or cell phone use should not occur while the employee is on duty. Texting or cell phone use is prohibited while operating a school owned vehicle (bus, van, or car) unless otherwise designated by the Superintendent. When using the cell phone in an emergency situation, the school vehicle will be at a complete stop.

COMPENSATION

Each employee has a contract with the Monticello Community School District. The compensation for employees will be determined annually in the spring. For the 2024-2025 school year eligible employees will be receiving the mandated salary increase enacted by the state legislature. For those employees not eligible for the legislative increase, the amount of **\$500** will be added to each employee's 2023-2024 contract.

Schedule of Additional Pay for Extra Duties

An employee assigned extra duties will be paid on the schedule of extra pay for additional duties as set forth in Schedule B., which is attached hereto and incorporated in this handbook. Qualified employees may be assigned as part of their total contract extra duties.

Educational Advancement

An employee who meets the criteria for educational advancement must give notice of such educational pool advancement to the Superintendent's office by **April 1** of the year preceding the school year when such change will take effect.

To be eligible for Educational Advancement, the necessary degree must be granted or the necessary credit must be received, and verified to the Superintendent's office by official transcript prior **September 15**.

Where a college course credit or other acceptable credit is to be used for the purpose of Educational Advancement, such credit must be related to the present assignment of the employee, meet a requirement toward a degree related to the present assignment of the employee, or be approved by the Superintendent or his designee as being beneficial to the school district. All courses must be taken for graduate credit. Each employee should receive superintendent approval before registering for courses by completing the Course Approval Request Form found in this handbook. Nursing CEU credits will be counted equally to credit hours obtained for Educational Advancement, subject to the Superintendents approval. Nurses and Social Workers can receive TSS dollars if they receive a Statement of Professional Recognition from the Board of Educational Examiners. Nurses without a BA will be compensated at a rate below the existing salary pool.

Salary Pool starting wage for teachers, nurses (with BA), counselors, and social workers:

	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
Base Wage	34,442	35,118	35,794	36,471	37,823	38,500	39,176	39,852
W/TSS 1 st Year Employee	47,500	47,500	47,500	47,500	47,500	47,500	47,500	47,500
Educational Pool Advancement		1000	1000	1000	4000	1000	1000	1000
W/TSS 12 Year Employee	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000

Placement of Newly Hired Personnel

Newly hired employees may be granted up to full credit for prior professional education experience, as determined by the Superintendent. Starting salary will be determined by the Superintendent after considering the new employees years of experience and degrees/credits earned. The new employee will be given a starting salary in the same range as current employees with similar credentials.

Extra Compensation for Covering Classes

It is desirable for each employee to have an uninterrupted preparation period each day. The practice of using a regular employee as a substitute, thereby depriving the employee of his/her preparation period, is undesirable and shall be discouraged. An employee may be asked by the building principal to serve as a

substitute for any part of the student day, and assigned employees shall be paid at the rate of **\$20.00** per hour or may accrue compensatory time in lieu of pay for substitute work. Compensatory time may not be used during professional development nor when a substitute would be required. Such coverage shall be arranged by the Principal and shall be distributed as equitably as possible among the employees.

Compensation for National Board Certification

Teachers that have successfully achieved National Board Certification will be compensated with a \$3,000 stipend each year while they hold the certification. The stipend will be divided up equally each month over the duration of their contract year. New teachers that already hold a National Board Certification are eligible for this stipend. Teachers who receive notification of achievement on National Board Certification after the school year begins will receive the first stipend during that school year. The stipend will be divided up equally each month over the remainder of their contract year. The district will cap the amount to be spent toward a National Board Certification stipend to \$15,000 annually. If more than five (5) teachers are eligible for this stipend, the \$15,000 will be divided equally among the eligible teachers.

Pay Periods

Payment will be made on the 25th of each month. When a pay date falls on or during a school holiday or vacation weekend, employees shall receive their paychecks on the last previous working day. Pay periods end on the last Saturday of each month. Payment will be by direct deposit. Notification of a change in your payroll direct deposit must be in the business office by the 25th of the preceding month.

CONFIDENTIALITY GUIDELINES FOR ALL SCHOOL PERSONNEL

1. Do not voluntarily discuss personal information about students except with other professions who need to know the information to help students.
2. Do not repeat rumors or gossip that you hear regarding the personal lives of students, their families, or faculty/staff.
3. If you know a student is experiencing a problem, send or accompany that student to the appropriate district employee (counselor, nurse, and administrator).
4. Do not discuss personal situations regarding students in public areas. Go to a private office.
5. Never give any type of information regarding students to non-school parties. Refer those requesting information to the administrative offices.
6. Avoid personal involvements with students. Refer students who request help with personal problems to those within the district whose jobs are to provide assistance.
7. Limit discussions of students and written statements about them or contents you know to be true or have reason to believe is true. Remember, people outside the school might see what you have written or hear what you have said.
8. Always assume statements made in front of others will be repeated.
9. If you believe a student poses a threat to themselves or others, inform the appropriate administrator immediately.

EMPLOYEE HOURS

A. A total work day for teachers shall consist of not more than eight (8) hours (except during parent/teacher conferences), which shall include a twenty-five (25) minute lunch period, at least twenty (20) minutes of which shall be duty free. The arrival and departure time for each employee shall be determined at the discretion of the Board.

On Fridays (excluding district-wide Professional Development Days) and the day preceding holiday vacations the employee(s) departure time will be fifteen (15) minutes after the end of the student day.

Before and after the student day, a teacher may arrive late or leave early with the consent of the building principal. The lost time shall be made up the day before, the same day or the day after.

B. Employees may be required to attend, without additional compensation, eleven (11) faculty or other professional meetings, either immediately before or after their regular work day. However, such meetings shall not be more than three (3) hours in length nor last past 10:00 P.M. Employees will be given twenty-four (24) hours written notice that attendance is required.

C. In addition to the above, employees may be required without additional compensation to attend no more than four (4) evening meetings outside the regular school day each semester. This would exclude unpaid class or club sponsors or chaperons for activities. Attendance at additional meetings shall be at the discretion of the employee.

D. When mutually agreed to by the principal, staff members may substitute scheduled teacher in service, non-teaching work, and parent-teacher conference time for other non-teaching work or in-service time. Such agreements shall not be construed to limit other provisions of this or other provisions of this handbook.

E. During the employee normal working hours there will be a time allotment for the purpose of classroom preparation. The principal or his/her designee shall designate the time and location for such preparation time.

EMPLOYEE WORK YEAR

A. The length of the in-school year, the dates on which the in-school year begins and ends, and all matters affecting the school calendar shall remain within the sole discretion of the Board, except as provided in this section of the handbook.

B. The employee shall be compensated for each day worked at the rate of one - one-hundred ninetieth (1/190) of his/her contract. When it is necessary to deduct compensation for a day or days, the deduction shall be at the rate of one - one hundred ninetieth (1/190) per day. This provision shall not apply to duties performed pursuant to additional assignments, as described in Schedule B of this handbook.

C. No employee shall be required to perform duties on Labor Day, Thanksgiving Day, Good Friday, Christmas Day, New Year's Day and Memorial Day. This provision shall not apply to employees on additional assignments, as described in Schedule B of this handbook, if they are in charge of an activity scheduled for that day.

EVALUATION PROCEDURES

Teacher/Status/Definitions

“Teacher” means an individual who holds a practitioner’s license issued under chapter 272, or a statement of professional recognition issued under chapter 272 who is employed in a nonadministrative position by a school district or area education agency pursuant to a contract issued by a board of directors under section 279.13. A teacher as defined in the Teacher Quality legislation is an individual who is employed as a teacher, librarian/media specialist, social worker, nurse or counselor in a non-administrative position by a school district or an area education agency.

1) **Beginning teacher** (Tier I) is an individual serving under an initial license issued by the Iowa Board of Educational Examiners under chapter 272 who is assuming a position as a teacher.

2) **Career teacher** (Tier II) is a teacher who holds a statement of professional recognition issued under chapter 272 or who meets all of the following requirements: (1) Has demonstrated the competencies of a career teacher as determined under the school district's comprehensive evaluation of the initial teacher. (2) Holds a valid license issued under chapter 272. (3) Participates in teacher professional development as set forth in this chapter and demonstrates continuous improvement in teaching.

3) **New teacher** (Tier I) is an individual new to the district, is serving under a standard or master educator license (hereafter referred to as "standard license") and has had at least two years of successful teaching experience.

Beginning Teacher Evaluation (Tier I)

Who: Beginning Teachers with an initial licensure issued by the Iowa Board of Educational Examiners under chapter 272.

Purpose: To generate quality evidence that will support deciding to recommend a beginning teacher for a standard license.

Process: Collection of evidence related to the Iowa Teaching Standards; Regular observations and feedback by a trained evaluator; Comprehensive evaluation to determine licensure.

Required Activities:

- **Pre-Evaluation** - Within the first three weeks of the commencement of the school year the building administrator will meet with all beginning and new teachers to review expectations and evaluation timelines. The expectations will include the Iowa Teaching Standards and Criteria. At this time the administrator will provide staff with copies of all evaluation guidelines and forms.
- **Observations** - Three formal observations will be conducted for each beginning teacher in year one and two. Two formal observations must be conducted prior to February 1, of each year. The third observation must be held prior to the required summative evaluation conference (to be completed by March 30). Each of these observations will have a pre-observation and post-observation conference. The pre-conference should be held within two days prior to the formal observation and the post-observation conference, between the evaluator and teacher, is to be held no more than ten working days after the formal observation. The teacher must be ready to discuss pre-observation and post-observation questions with the administrator at these conferences.
- **Informal Observations** - Informal observations may also be used at the discretion of the administrator. Informal observations include all things that reflect overall professionalism. These may include unannounced classroom visits, walkthroughs, and professional behaviors relevant to the setting.
- **Summative Conference** - A final summative conference will be held with the first-year teacher on or before March 30.

Comprehensive Evaluation - A comprehensive evaluation will be held with the second year teacher on or before March 30. The written evaluation must include the administrator's licensure recommendation of the teacher or a recommendation for continued participation in the district's mentoring and induction program. This continuing participation should not exceed one year.

Evaluation for Career Teachers (Tier II)

Who: All teachers who hold a statement of professional recognition issued under chapter 272 or who meets all of the following requirements: (1) Has demonstrated the competencies of a career teacher as determined under the school district's comprehensive evaluation of the initial teacher. (2) Holds a valid license issued

under chapter 272. (3) Participates in teacher professional development as set forth in this chapter and demonstrates continuous improvement in teaching

Purpose: Provide structured, supportive, and a collaborative environment to support professional growth linked to advancing the teacher's Individual Professional Development Plan, in alignment with the district mission, vision, and goals.

Process: Continuous review and documentation of evidence to support performance every 3 years; Collaborative development of an Individualized Professional Development Plan (IPDP); Ongoing reflection and feedback on the individual professional development plan.

Required Activities:

- Individual Professional Development Plan (IPDP) - The IPDP is designed for all career teachers in the district. The plan shall be based, at minimum, on the needs of the teacher, the Iowa Teaching Standards, and the student achievement goals of the attendance center and the school district. Teachers are responsible to develop and implement their IPDP in collaboration with their supervisor and to work collaboratively with their colleagues in the implementation of their IPDP. The IPDP design may include learning activities for one, two or three year periods.
 - Initially, staff members will develop a draft of their plan. Staff members who will be working individually or in teams will meet and collaborate with their administrator to review, refine and finalize a plan by October 1.
 - Individuals will submit the Mid-Year Reflection to their administrator for review, by Feb. 1.
 - Individuals will submit the End of the Year Report to their administrator for review by April 15th. An annual conversation with the teacher's supervisor will be held to reflect progress on the IPDP.
- Formal Evaluation - Teachers will be formally evaluated at least every 3 years while employed with the MCSD. Within the first three weeks of the commencement of the school year the building administrator will meet with all teachers to review expectations and evaluation timelines. The expectations will include the Iowa Teaching Standards and Criteria, and such other expectations as indicated by the district. At this time the administrator will provide staff with copies of all evaluation guidelines and forms.
 - At least two formal observations will be conducted for each teacher once every three years. Each of these observations will have a pre-observation and post-observation conference. The pre-conference should be held within two days prior to the formal observation and the post-observation conference, between the evaluator and teacher, is to be held no more than ten working days after the formal observation. The teacher must be ready to discuss pre-observation and post-observation questions with the administrator at these conferences. If the teacher and evaluator agree, one pre-conference and one post-conference is acceptable.
 - Informal observations may also be used at the discretion of the administrator. Informal observations include all things that reflect overall professionalism. These may include unannounced classroom visits, walkthroughs, and professional behaviors relevant to the setting.
 - There will be a comprehensive/summative evaluation conference between the administrator and teacher.

Evaluation for New Teachers

Who: New Teacher is an individual new to the district, who is serving under a standard or master license and has had at least two years of successful teaching experience.

Purpose: Provide structured, supportive, and a collaborative environment to support professional growth linked to advancing the teacher's Individual Professional Development Plan, in alignment with the district mission, vision, and goals.

Process: Continuous review and documentation of evidence to support performance for one or two years (as determined by their administrator); Formal observations will be done twice per year; Collaborative development of an Individualized Professional Development Plan (IPDP); Ongoing reflection and feedback on the IPDP.

Required Activities:

- Individual Professional Development Plan (IPDP) - The IPDP is designed for all career teachers in the district. The plan shall be based, at minimum, on the needs of the teacher, the Iowa Teaching Standards, and the student achievement goals of the attendance center and the school district. Teachers are responsible to develop and implement their IPDP in collaboration with their supervisor and to work collaboratively with their colleagues in the implementation of their IPDP. The IPDP design may include learning activities for one, two or three year periods.
 - Initially, staff members will develop a draft of their plan. Staff members who will be working individually or in teams will meet and collaborate with their administrator to review, refine and finalize a plan by October 1.
 - Individuals will submit the Mid-Year Reflection to their administrator for review, by Feb. 1.
 - Individuals will submit the End of the Year Report to their administrator for review by April 15th. An annual conversation with the teacher's supervisor will be held to reflect progress on the IPDP.

Formal Evaluation - Within the first three weeks of the commencement of the school year the building administrator will meet with all teachers to review expectations and evaluation timelines. The expectations will include the Iowa Teaching Standards and Criteria, and such other expectations as indicated by the district. At this time the administrator will provide staff with copies of all evaluation guidelines and forms.

At least two formal observations will be conducted for the evaluation of a New Teacher. Each of these observations will have a pre-observation and post-observation conference. The pre-conference should be held within two days prior to the formal observation and the post-observation conference, between the evaluator and teacher, is to be held no more than ten working days after the formal observation. The teacher must be ready to discuss pre-observation and post-observation questions with the administrator at these conferences. If the teacher and evaluator agree, one pre-conference and one post-conference is acceptable.

Informal observations may also be used at the discretion of the administrator. Informal observations include all things that reflect overall professionalism. These may include unannounced classroom visits, walkthroughs, and professional behaviors relevant to the setting.

Evaluation for Intensive Assistance (Tier III)

Who: Career teacher deficient in one or more Iowa Teaching Standards.

Purpose: Enable a career teacher an opportunity to seek assistance in meeting the Iowa Teaching Standards; Provide a structured process for supporting and directing assistance related to the Iowa Teaching Standards.

Process: Phases include awareness and assistance; Develop and implement professional assistance plan for no longer than 12 months; Ongoing evaluation and feedback regarding the plan.

Required Activities:

When the evaluator determines, at any time, the teacher is not meeting one or more of the following:

- 1] District expectations under the Iowa Teaching Standards.
- 2] District expectations as outlined in the Individualized Professional Development Plan (IPDP)
- 3] District expectations of Formal Evaluation

The evaluator shall recommend to the Superintendent that the teacher participate in the Intensive Assistance Plan. The process may begin at any time but should not exceed 12 months unless extenuating circumstances justify an extension.

The teacher will participate in an intensive assistance program. Once the teacher completes the intensive plan, the evaluator re-evaluates the teacher's performance and evidence and makes a determination if the teacher successfully completed the program.

- If the teacher is not successful, the local school board may immediately terminate the teacher's contract, terminate the contract at the end of the school year, or continue the contract for no more than one year.

Awareness Phase: In the awareness phase, the evaluator identifies a problem relating to the Iowa Teaching Standards, IPDP, or Formal Evaluation that is characteristic of a teacher's performance rather than anomaly. The evaluator needs to contact the teacher in writing, identify the specific area(s) of concern, collaboratively develop an intensive assistance plan to resolve the problem, and schedule periodic meetings (not to exceed three months) with the teacher to discuss progress and potential barriers related to the plan. While the teacher and evaluator attempt to resolve the problem, the teacher remains in Tier II and continues to work on their Individual Professional Development Plan.

- At the conclusion of plan, the evaluator will review the progress and evidence to make one of the following recommendations:
 - The problem is resolved and the teacher is removed from the Awareness Phase and continues to work within Tier II.
 - If the issue is not resolved, the teacher is notified in writing and placed into the Assistance Phase. Placement in the Assistance Phase suggests that activities regarding the Individual Professional Development Plan would be suspended at the recommendation of the evaluator.

Assistance Phase: After the final meeting of the Awareness Phase and determination is made to move to the Assistance Phase, a letter is sent to the teacher to formally notify him/her of placement. A copy of the letter is forwarded to the Superintendent and placed in the teacher's personnel file. A teacher may request assistance from the local teacher association to help with this phase. A meeting is held between the teacher and evaluator to develop an Assistance Plan that includes a problem statement related to one or more of the Iowa Teaching Standards and a specific growth promoting goals that are measurable, action-oriented, realistic, and time-bound. A plan needs to identify and apply strategies needed to achieve the goals, establish reasonable timelines for strategic actions, and align specific criteria for evaluating the successful completion of the plan. At the end of the Assistance Plan's timeframe, one of three recommendations are made by the evaluator at the conclusion of the summative evaluation:

- The problem is resolved. The teacher is removed from the Assistance Phase and returns to Tier II and the activities regarding the Individual Professional Development Plan.
- Progress is noted and work continues in the Assistance Phase. The timeline is extended but may not exceed twelve months according to Iowa law.

- Limited progress is noted to resolve the problem. Actions are taken by the evaluator and the district to move towards a recommendation for non-renewal of the contract or immediate termination.

Tier III is not grievable.

Employee Review / Respond

Each employee shall have, upon request, the right to review the evaluation documents contained in his/her personnel file. An employee has the right to respond in writing to any evaluation documents. Any written statement by the employee shall be made at the time of the evaluation conference, or within five (5) working days following the conference.

Copies / Signature

All information pertaining to evaluation materials will be prepared in duplicate; one copy will be retained by the administration, and the other will be in the possession of the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

Grievance

Only "does not meet District standards" ratings on a "comprehensive/summative" form, are subject to Article III's grievance procedures. The timelines under Article III begin on the date of the evaluation conference at which the employee and administrator discuss the Final Yearly Rating form. This section does not apply to probationary employees (Iowa Code 279.19), who may not grieve evaluations during their probationary period. A "does not meet District standards" rating grieved under this section may not be grieved under any other Article of this contract.

HEALTH PROVISIONS

Physicals (Policy 408.0) - Employees will be required to submit to an employment physical examination after an offer of employment has been made and before the beginning of service. A written report of the physical examination shall be submitted to the district office. The district will provide the standard examination form to be completed by an appropriately licensed health care provider who performs the physical examination. The date by which any such physical examination report shall be submitted to the district shall be determined the superintendent, but in no case shall be any less than 5 business days prior to the first working day. The District will accept a physical examination if it was completed 3 months prior to employment. The district shall pay up to \$35.00 if insurance does not cover the physical.

Fitness-for-duty examinations may be required following an absence from work due to illness, if there is a reasonable belief that the employee is unable to perform the essential functions of the job or if there is a reasonable belief that the employee poses a direct threat to the employee or others because of a health condition. A direct threat occurs when an individual poses a significant risk of substantial harm to him/herself or others and the risk cannot be reduced below the direct threat level through reasonable accommodations.

Employees whose physical or mental health, in the judgement of the administration, may be in doubt will submit to additional examinations to the extent job-related and consistent with business necessity, when requested to do so, at the expense of the school district.

Preschool Teachers will need a physical every 3 years as required by the Department of Human Services.

INJURY AT WORK

Injury at Work (Policy 408.6) - If an employee is injured at work, school personnel may administer minor or emergency first aid. If necessary, a member of the family shall be notified or the employee shall be transported to a district approved medical facility. If an employee is injured at work, notify your supervisor or building secretary **immediately** to make a report. Each employee shall maintain an up-to-date confidential emergency medical form on file in the building office.

LEAVES OF ABSENCE

A. Sick Leave

1. Employees covered under this handbook shall be granted leaves of absence with pay for personal illness or injury, as prescribed by the Statutes of Iowa, in the following amounts:

1 st year of employment	30 days
2 nd year of employment	11 days
3 rd year of employment	12 days
4 th year of employment	13 days
5 th year of employment	14 days
6 th year and subsequent years of employment	15 days each year

2. The above amounts shall apply only to consecutive years of employment in the district and may be accumulated to a maximum total of 130 days.

The Administration may require a statement from the individual's physician for any absence. **A statement shall be brought from a physician for sick leaves of three days or longer.** To request paid sick leave, the employee must complete a sick leave request in the time clock system and contact the appropriate supervisor by phone call in advance or as soon as is practical. In the event that the supervisor cannot be reached the employee should report to the superintendent.

3. All employee accumulated sick leave days may be used for family illness (family defined as the spouse, children or stepchildren, father, or mother, of the employee) or as approved by the Superintendent). Sick leave days in excess of 10 days must be approved by the Superintendent.

4. Payment for the leave of absence as provided in 1, 2, and 3, above shall not exceed 130 days for any single illness or injury.

5. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to furnish a physician's certificate of health prior to returning to work.

6. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

7. When an employee will be absent from work, he/she shall give notice to the principal or the person designated by the principal to receive such notice. If the absence is for consecutive days, the principal or his/her representative shall be notified of the probable date of return of the employee.

8. Sick leave under this handbook shall be applicable to employees applying for anticipated disability leave. An employee's sick leave benefits for anticipated disability will be limited to the employee's accumulated

sick leave and shall be paid only during the time of medical confinement, which shall be the time medically indicated by the employee's physician for termination and recommencement of duties. Whenever possible, an employee who anticipates disability shall notify the building principal of the anticipated date of disability not later than ten (10) working days prior to the time of disability. Any notice required shall be in writing, stating the date of anticipated disability, and the date when the employee expects to recommence duties.

Following leave for anticipated disability, the employee shall furnish a statement from a physician that the employee is physically capable of resuming duties and on what date.

9. The Board shall grant additional leave without pay if medically indicated, provided, however, that in no event shall any leave exceed a period of one year. The Board may in each instance require medical evidence confirming the necessity for such leave of absence.

B. Personal Leave

1. Two (2) days per year, at full pay, cumulative to four (4) days, shall be allowed to conduct personal business. One (1) personal day may be used before or after a school break or holiday if prior approval is secured from the Superintendent of Schools fourteen (14) days in advance of the day of leave. Weekends are not considered school breaks unless they are immediately preceded or followed by summer break or holidays which are in the current calendar.

2. Except in the case of any emergency situation, notification for a personal leave shall be made in writing at least three (3) school days prior to the requested leave date.

3. The limits for personal leave granted in any single day shall be as follows:

High School - 2 staff members

Middle School - 2 staff members

Elementary buildings - 2 staff members

Those who first apply will be granted.

4. With the approval of the Superintendent the above limitation can be exceeded.

5. Employees with unused personal leave at the end of the contract year may be reimbursed at the current substitute rate of pay for each personal leave day not used or may be allowed to accumulate to four (4) days. The employee is required to request this reimbursement by submitting the Personal Leave Payment Request form to the superintendent's office prior to May 25. The reimbursement will be included in the regular June payroll check.

***Due to the shortage of Subs for the 2024-2025 school year we will be paying staff their daily rate of pay for each unused personal day.**

C. Judicial Service Leave

1. An employee who is called for jury service or is subpoenaed to testify shall be permitted to be absent from his/her duties without loss of pay and without charge against any leave. Pay received for jury service shall be reported to the employer and the salary of the employee shall be reduced in the amount the employee received for jury service. It is understood that no such payment will be made to an employee for such service on any day the employee would not have worked for the School District.

2. In order to receive the payment under this section, the employee must give the principal or the principal's designated representative five (5) days prior written notice of the summons for service and must furnish satisfactory evidence that such service was performed on the days for which a payment is claimed. An employee not required to perform jury duty all day shall return to work.

D. Association Leave

1. Up to five (5) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organizations. When a substitute is required, the Board shall pay the cost of the substitute. An additional three (3) days shall be available for representatives of the Association to attend arbitration and fact-finding hearings involving the Monticello School District. When a substitute is required, the Association shall pay the cost of a substitute.

2. The building principal shall be notified of the necessity for attending such meetings at least seven (7) days prior to the anticipated attendance.

3. No more than three (3) employees shall be on association leave at one time.

E. Professional Leave

Each employee covered by this handbook may make application for professional leave; the application shall be made to the principal at least three (3) weeks in advance of the proposed leave. The decision to grant such leave shall be the decision of the principal. Such leaves shall be used for the purpose of:

- a. Visitation to view other instructional techniques or programs;
- b. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

Overnight Travel:

- a. Appropriate expenses, that have been authorized by an administrator, will be reimbursed to the individual upon submission of appropriate documentation.
- b. When possible, lodging will be set up on a direct-billed basis by using a purchase order to reserve the room(s). If needed, the employee can use the district credit card to purchase the room.
- c. As of 1/1/22, all in-state lodging must be provided by those that have been certified for Human Trafficking Prevention. They must be certified at the time of your stay. Certified locations are being maintained and updated at <https://stopthiowa.org/certified-locations>. You will need to include a screenshot of the search on this site of the lodging provider with a copy of the invoice to the district office.
- d. Personal expenses will not be charged to the school district. Snacks or refreshment items purchased during the day are considered personal expenses.
- e. Whenever possible, a district vehicle will be assigned to employees traveling on behalf of the district.
- f. Per our auditor's requirements, an **itemized** restaurant receipt must be submitted to receive a meal reimbursement.
 - a. The district will not reimburse for drinks/beverages that contain alcohol.
 - b. It is preferred that only district employees be included on the receipt.
 - c. Tips are allowed up to 15% of the meal expense, before taxes.
 - d. When circumstances dictate that other than approved district employees or officials are included in the receipt total, the names and exact amounts of each meal to be reimbursed are to be identified.

- e. Meals will be reimbursed up to the following amounts:

Breakfast-\$10

Lunch-\$15

Supper-\$25

Professional development that does not require overnight travel, is not eligible for meal reimbursement.

F. Educational Improvement Leave

An educational improvement leave of absence, without pay, may be granted to any employee who has completed at least five (5) years of experience in the Monticello School District. Such leave, of up to one (1) year, is to be used for the purpose of engaging in study at an accredited college or university. Written application shall include a full program of graduate study, or the equivalent thereof; be directly related to the employee's professional responsibilities; be submitted by December of the year preceding the requested year to the Superintendent. No more than two (2) certified employees shall be on such leave during any one school year and notification to recipients of such leave shall be made by January 15. An employee, upon successful completion of his/her educational leave program, will be given the annual compensation increases received by the staff given during the same time period. In addition, they will receive pool advancement if they meet the criteria for pool advancement.

An employee who fails to substantially complete the program of study as submitted on his/her application shall be subject to discharge.

G. Bereavement Leave

In case of death in any employee's immediate family, the employee will be granted up to five (5) days with pay per year. Immediate family shall be defined as the employee's: spouse, children or stepchildren, parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse's grandparents and grandchildren. In the event of a death of a significant other person not listed as immediate family, the employee may use bereavement leave, with pay, as approved by the superintendent.

H. Emergency Leave

1. Emergency leave may be allowed with full pay to the extent of five (5) days in any one school year without loss of pay for any other just cause as approved by the Superintendent.
2. In cases where the students are not required to attend due to inclement weather, teachers will be granted emergency leave if unable to meet required attendance.
3. Except in cases of extreme emergency, request for emergency leave shall be made in writing at least three (3) school days prior to the requested leave date and must be submitted to the office of the Superintendent for approval. Reasons for the emergency leave shall be set forth in the written request for the leave. If the nature of the situation makes it impossible to submit a written request in advance, an oral request shall be submitted to the superintendent and then confirmed in writing within five (5) days after returning to work. The request shall state the reason for the proposed leave. If the superintendent is not available, an oral request can be submitted to the employee's building principal.
4. An emergency is a sudden and unexpected event, very unusual and infrequent in occurrence, which requires the employee's prompt and immediate attention making it absolutely necessary to be absent from work.

I. Unpaid Leave

Leave of absence without pay may be granted by the Superintendent at his/her sole discretion. Please refer to policy 406.3 Unpaid Leaves of Absence for further information.

J. Adoption Leave

In cases of adoption of a child, one employee per family shall be eligible for a leave of absence, with pay using sick leave, using the following schedule:

<u>Age of Adopted Child (children)</u>	<u>Length of Leave</u>
0 - 2 years of age	10 working days
2 - 6 years of age	5 working days
7 years of age and above	3 working days

A longer period of time shall be granted by the Superintendent in accordance with the Family Medical Leave Act.

K. Non-domestic teaching leave

A one (1) or two (2) year leave of absence without pay or benefits may be granted by the superintendent for the purpose of teaching in a non-domestic school (i.e. Outside U. S. and its territories). The teaching experience must be in an accredited institution with duties comparable to the teacher's present assignment with the Monticello School District. Employees must notify the district in writing of their intent to return by February 1 prior to the year of the expected return to the district. Employees granted such leave shall sign the "Non-domestic Teaching Leave Agreement" as provided by the district.

However, an additional credit shall not be earned in regard to the district's seniority list during this leave.

Application deadline is February 1 of the school year preceding the school year of the requested leave.

PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board may deduct from the salary of any employee and make appropriate remittance for 403b tax sheltered annuity; life insurance premiums; dental insurance premiums; vision insurance premiums; short term disability insurance premiums; critical illness w/cancer insurance premiums; hospital indemnity insurance; identity theft protection; accident insurance, and/or a Flex Spending account. Such deductions shall be remitted to the proper company on the same day that payroll checks are issued or when a bill is received, whichever is later. Employee may choose these options during the open enrollment period.

STAFF REDUCTION

A. Definitions

1. Reduction is something less than the current employee contract.
2. "Date of hire" is defined as the date entered on the employee's original teaching contract, next to the employee's signature.
3. Seniority shall be based upon the cumulative years of teaching experience within the Monticello Community School District. Seniority shall be computed in one-year increments from the original date

of hire and will not be broken by unpaid leaves of absence or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority. Part time employees shall accrue seniority on a pro rata basis.

When seniority is equal between or among employees, ranking of those employees shall be determined by date of hire.

4. A program referring to "maintain a program" includes any single course, unique assignment or skillset, specialized licensure, or extra-curricular activity as determined by the Superintendent.

5. All vacancies shall be determined by the Superintendent.

B. Procedures

1. If the Board, in its sole discretion, shall determine to reduce staff or discontinue programs, an effort shall be made to accomplish the same by attrition.

2. If such reduction or discontinuance shall occur, layoffs shall be within the categories hereafter. All categories apply district-wide.

Elementary (PreK-6)

PreK-6 Teachers

Secondary (7-12)

Language Arts

Social Studies

Mathematics

Science

Foreign Language

Family and Consumer Sciences

Industrial Arts

Business Education

Vocational Agriculture

PreK-12

Art

Vocal Music

Instrumental Music

Physical Education

Teacher Librarian

School Counselors

Special Education

Nurses

Other

No employee shall be laid off unless all the employees in the same category in the lower range(s) have been laid off unless the employee is needed to maintain a program. (For example, an employee in the PreK-6 category with three years of seniority shall not be laid off as long as there are employees in the PreK-6 category in the 1-2-year range.)

When staff reduction must occur in one of the above categories, and the least senior member is employed in other categories as well, that staff member shall be reduced first unless needed to maintain a program.

3. Once the decision as to the teacher(s) who is (are) to be reduced has been made the parties shall exclusively follow the procedures spelled out in Iowa law.

4. The Administration shall notify the affected employee(s) by April 30 of the preceding school year.

5. Persons who qualify for other existing programs as determined by certification, training and/or experience will be transferred to available vacant positions. The person transferred to the available vacant position may be required to acquire additional hours up to a maximum of eight (8) hours in the program area if requested by the Board.

6. Any staff member changing job categories shall retain full district seniority.

C. Recall Provisions

1. An employee laid off pursuant to this policy shall have recall rights for two (2) years from the effective date of his/her layoff, and shall be recalled in inverse order of the layoff.
2. During said layoff, the employee shall not be prevented or prohibited from seeking and accepting employment elsewhere and shall not have his recall rights terminated except by written request of the employee.
3. The Superintendent shall determine when a vacancy exists and shall notify those employees on recall by certified mail. Within ten (10) calendar days after an employee receives notice of reemployment he/she must advise the Board in writing, of rejection or acceptance of the offered position.
4. Any employee who is recalled for a position after having been laid off shall be given a contract in the same range as current employees with similar credentials. A teacher on recall shall not accrue any sick leave, or benefits.
5. Employees employed to fill a vacancy created by the awarding of a leave of absence shall not be eligible for the benefits of the reduction in force and recall language of this handbook.

TRAININGS

1. All certified staff are required complete the following trainings and to turn in a copy of their certificate of completion to the District Office for the following:
 - Bloodborne Pathogens – yearly
 - Right to Know/Hazardous Chemicals – yearly
 - Mandatory Reporter (both Child and Dependent Adult) – every 3 years
 - Adverse Childhood Experiences (ACES) – yearly
 - Suicide Prevention & Postvention – yearly
 - Homelessness Awareness – every other year
 - *Note:* other trainings may be required that are specific to your position.

TRANSFER PROCEDURE

A. Definitions

1. Category means the category as enumerated in the Staff Reduction language of this handbook.
2. A transfer is the movement of an employee to a different category, building or school district. Anyone transferred will remain an employee of the Monticello School District and retain all rights and privileges thereof.
3. An involuntary transfer is the movement of an employee to a different category, building or school district, initiated by the employer.
4. A reassignment is the movement of an employee, either voluntarily or involuntarily, to a different course or grade level within a category.

5. Shannon and Carpenter are considered one in the same building for the purpose of this provision.

B. Voluntary Transfers

1. An employee possessing the necessary qualifications may apply for a voluntary transfer to any available vacancy and all applications shall be carefully considered. All applications shall be in writing and shall name the transfer for which the applicant wishes consideration. Academic preparation, certifications, candidate interview, and seniority will be considered by the administration in making a decision to transfer an employee.

2. If an employee is transferred, then the employee shall be ineligible to submit an application for any other transfer for a period of one (1) year from the date of such transfer.

C. Involuntary Transfers

1. When a position is to be filled by means of involuntary transfer, an employee will be notified, confirmed in writing if requested, and shall be entitled to a conference with the superintendent or his/her designee to discuss the reasons for said transfer. At the request of the employee, the superintendent shall set forth, in writing, the procedures used in the determination of said transfer. These procedures may include, but are not limited to consultation with principals; consideration of experience, seniority, education and performance, as they relate to the positions being considered; and a determination of what may be in the best interests of the students. If requested by the employee, the recognized association representative may be present at the time of the conference.

2. Employees involuntarily transferred shall be given consideration as to whether they wish to retain that position or be transferred again, should another transfer be necessary. This consideration shall be extended for the year following the involuntary transfer.

3. Tuition Reimbursement

Teachers shall be reimbursed for tuition and fees, excluding books, for courses taken at the request of the district to obtain/complete additional teaching endorsement(s) when involuntarily transferred into a position. Said payment shall be restricted to only those courses required by the Iowa Department of Education for the endorsement(s). If there is a cost for the initial additional endorsement(s) when an employee is involuntarily transferred into a position, the district may reimburse the costs of this to the employee once the endorsement is added to the employee's license.

Reimbursement of tuition and fees will be made once a bill from the college or university is submitted along with graded transcripts. The district may require all or partial reimbursement of tuition and fees if the employee leaves the school district within three years of completing the endorsement.

Said credits, requested by the administration, will count toward educational pool advancement.

D. Transfers to Another School District

Employees transferred to another school district as part of a sharing arrangement, who are required to travel between districts, shall be eligible for travel reimbursement. Reimbursement will be calculated from the employee's Monticello school and include the extra miles required to travel to the out-of-district school and back. Reimbursement will not include miles from home to school and back. In the event an employee is

shared with another school district, and said school district discontinues the sharing arrangement, the employee affected will return to the Monticello School District and resume the previously accrued rights and position.

E. Posting of Opportunities to Transfer

1. When school is in session, vacancies shall be e-mailed to each school and posted in the office and faculty room for five (5) calendar days before the final date when the applications must be submitted. Employees who desire to apply for the transfer shall submit their applications in writing to the superintendent or his/her designee, within five (5) calendar days from the posting. When a transfer is filled, all applicants shall be notified within a reasonable time thereafter.
2. When school is not in session, a notice of an opening creating an opportunity to transfer shall be appropriately posted internally when it is advertised. Employees who desire to apply for the transfer shall submit their applications in writing to the superintendent, or his/her designee, within five (5) days of the notice.

USE OF VIDEO CAMERAS

Use of Video Cameras- (Policy 703.1) - The Monticello Community School District Board of Directors has authorized the use of video cameras in the school district's buildings and on school property. The video cameras will be used to monitor student and employee behavior to maintain a safe, secure, and healthy environment for students and staff. Employees are hereby notified that the content of the video recordings may be used in an employee disciplinary proceeding. The content of the video recordings may be confidential records and, if so, will be retained in the employee's personnel file. Video recordings will only be retained if necessary for use in an employee disciplinary proceeding or other matter as determined necessary by the administration. Employees may request to view video recordings if the video recordings are placed in the employee's personnel file. Any such request shall be processed by the school district in accordance with applicable law. All audio and video recordings will require permission of the building principal.

Schedule B

Indexes for Additional Assignment and Computation of Salary for Extended Contracts

All positions, listed in Schedule B, will be issued in a separate contract.

1. Extended Contracts

The following positions may have extended contracts beyond the normal teaching contract. Each of the assigned days will be paid at the rate of 1/190 of the earned salary step of the person holding the position. The number of days assigned to each position will be determined annually by the Board of Education.

- A. Vocational Agriculture Teacher/FFA Sponsor (30 days)
- B. Varsity Band Director (10 days)
- C. Summer Band Lessons for Students Entering Middle School (10 days)
- D. School Counselor (5 days)
- E. School Social Worker (10 days)
- F. Teacher Librarian (2 days)
- G. TAP Specialist (10 days)

2. The following supplemental salaries are based on the Base BA Wage, which is \$34,442 for the 2024-2025 school year.

- A. 22.5%
FFA Sponsor
- B. 13%
Speech
Drama
High School Band Director
High School Vocal Director
- C. 10%
Assistant Band Director
Speech Assistant
- D. 7.5%
Middle School Band Director
Extended Learning Program Coordinator
Drama Assistant
- E. 6.5%
Cheerleading
Business Professionals of America (BPA)
Family, Career, and Community Leaders of America (FCCLA)
- F. 5%
Yearbook Sponsor
Interact Club Coordinator
Dance Team Sponsor
High School Student Council
Middle School Student Council

High School National Honor Society
Middle School Vocal Director
High School Assistant Vocal Director
Elementary Vocal Director

G. 2.5%
Junior Class Sponsors (2)
SODA Sponsor

H. 1%
Color Guard Sponsor

3. Coaching Staff

Coaches will be placed on the appropriate step based on experience in the coaching area and per Superintendent approval. Coaches may be granted experience outside the system; same as for teaching.

- | | |
|--|-----|
| A. Varsity Coach | |
| Football, Basketball, Wrestling, Volleyball, Softball, Baseball, Track, Golf,
Soccer, Cross Country, Bowling, Strength & Conditioning Coach | 13% |
| B. Assistant Coach | |
| Football, Basketball, Wrestling, Volleyball, Track, Baseball, Softball,
Bowling, Soccer, Cross Country | 8% |
| C. Middle School Coaches | 6% |

4. **Summer Drivers Education:** .007 x **Schedule B** BA base, per pupil

5. Outside school curriculum work as determined and assigned by the Board and accepted by the employee will be reimbursed at the rate of **\$30.00 per hour**.

Maintenance work necessary in certain curricular areas and not in the regular work assignment, as determined by the principal and the related instructors, will be reimbursed at the rate of **\$30.00 per hour**.

6. Nurses, when requested by the building Principal to accompany a field trip or activity day or administer emergency care as a result of a callback, or attend a staffing or child screen outside of the regular working day, will be able to choose one of the following options:

- An equal time period off out of a regular working day or days.
- Payment at the employee's per diem hourly rate, up to a maximum total of eight (8) hours per day.

Nurses must have all extra work, including the method of payment, approved by the building Principal in advance.

This is the salary schedule for Schedule B Only
2024-25 SALARY SCHEDULE B

\$34,442

34442	B.A.
-----	-----
STEP 00	34442 1.000
STEP 01	35647 1.035
STEP 02	36853 1.070
STEP 03	38058 1.105
STEP 04	39264 1.140
STEP 05	40469 1.175
STEP 06	41675 1.210
STEP 07	42880 1.245
STEP 08	44086 1.280
STEP 09	45291 1.315
STEP 10	46497 1.350
STEP 11	47702 1.385
STEP 12	48908 1.420
STEP 13	50113 1.455
STEP 14	51319 1.490
STEP 15	52524 1.525

Course Approval Request for Educational Pool Advancement Form

TO: Superintendent of Schools
Monticello Community School District
Monticello, Iowa 52310

FROM: _____

.....
(please complete prior to registering for a course)

I request approval of the following courses for Educational Pool Advancement:
(These courses must be taken for graduate credit.)

<u>Course No.</u>	<u>Course Title</u>	<u>Sem. Hours</u>	<u>Term Taken</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

College/Institution: _____

Address

Teacher Signature

****Please attach a course description****

The above courses are approved/rejectedd for Educational Pool Advancement.

Date

Superintendent Signature

YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993

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

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

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protection

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

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

Job Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

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

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

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule

leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken.

Substitution of Paid Leave for Unpaid Leave

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

Employee Responsibilities

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

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

Employer Responsibilities

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

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

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

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

Enforcement

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

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

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

If you have access to the Internet visit FLMA's website: <http://www.dol.gov/esa/whd/fmla>.

To locate your nearest Wage-Hour Office, phone our toll-free information at 1-866-487-9243 or to the Web site at: <http://www.wagehour.dol.gov>.

For a listing of records that must be kept by employers to comply with FMLA visit the U.S. Dept. of Labor's website: http://www.dol.gov/dol/allcfr/ESA/Title_29/Part_825/29CFR825.500.htm

U.S. Department of Labor – Revised July 2009

Form Title: **Family and Medical Leave Request Form**
(Please complete before taking family & medical leave)

Board Policy Form #405.0F2

Date: _____

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

- ☐ for the birth of my child;
- ☐ for the placement of a child for adoption or foster care;
- ☐ to care for my child who has a serious health condition;
- ☐ to care for my parent who has a serious health condition;
- ☐ to care for my spouse who has a serious health condition; or
- ☐ because I am seriously ill and unable to perform the essential functions of my position.
- ☐ because of a qualifying exigency arising out of the fact that my ___ spouse; ___ son or daughter; ___ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- ☐ because I am the ___ spouse; ___ son or daughter; ___ parent; ___ next of kin of a covered service member with a serious injury or illness.

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

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

I request that my family and medical leave begin on _____ and I request leave as follows: *(check one of the three (3) options)*

☐ continuous, and I anticipate that I will be able to return to work on _____.

- ☐ intermittent leave for the:
- ☐ birth of my child or adoption or foster care placement subject to agreement by the district;
- ☐ serious health condition of myself, parent, or child when medically necessary;
- ☐ because of a qualifying exigency arising out of the fact that my ___ spouse; ___ son or daughter; ___ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- ☐ because I am the ___ spouse; ___ son or daughter; ___ parent; ___ next of kin of a covered service member with a serious injury or illness.

Details of the needed intermittent leave:

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

- ☐ reduced work schedule for the:
- ☐ birth of my child or adoption or foster care placement subject to agreement by the district;
- ☐ serious health condition of myself, parent, or child when medically necessary;
- ☐ because of a qualifying exigency arising out of the fact that my ___ spouse; ___ son or daughter; ___ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.

_____ because I am the ____ spouse; ____ son or daughter; ____ parent; ____ next of kin of a covered service member with a serious injury or illness.

Details of needed reduction in work schedule as follows:

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

I realize I may be moved to an alternative position during the period of the family and medical intermittent or reduced work schedule leave. I also realize that with foreseeable intermittent or reduced work schedule leave, subject to the requirements of my health care provider, I may be required to schedule the leave to minimize interruptions to 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 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 district for any payment of my contributions with deductions from future monies owed to me or the district may seek reimbursement of payments of my contributions in court.

I acknowledge that the above information is true to the best of my knowledge.

**Employee
Signature:**

Date

**Supervisor
Signature:**

Date

Approval:

____ YES, pending medical approval ____ NO

**Superintendent
Signature:**

Date

PERSONAL LEAVE PAYMENT REQUEST FORM

Date: _____

Employee Name: _____

I am requesting payment of _____ unused personal hours.

Employee Signature

.....

COMPUTATION OF UNUSED PERSONAL LEAVE:

SUBSTITUTE PAY RATE ON HOURLY BASIS:

_____ hour(s) @ \$ _____ per hour = _____

Building Secretary or Supervisor

(Please submit this completed form to the Superintendent's Office no later than May 25th)

***Due to the shortage of Subs for the 2024-2025 school year we will be paying staff their daily rate of pay for each unused personal day.**