




Memorandum

September 1, 2010

TO: Ms. Sarina Hannon
Mr. Nick Jensen
Mr. Eric Jordahl
Mr. Dan Kieger
Dr. Ben Lewis
Ms. Kathy McMorrow
Ms. Karen Morehead
Dr. Janet Palmer
Mr. Robert Rapheal
Ms. Deborah Wall
Ms. Sandra Zarembinski

FROM: Ronald A. Spies 
Director of Administration & Human Resources

SUBJ: POLICY COMMITTEE MEETING

The next meeting of the Policy Committee will be held promptly at 8:00 p.m. on Thursday, September 9, 2010, in the Board Room at the District Office. The agenda for this meeting is enclosed. Please contact me at 651/982-8123 if you are unable to attend this meeting.

RAS/kk

cc: Linda Madsen, Superintendent
Bill Bresin, School Board
Kathy Bystrom, School Board
Joe Grafft, School Board
Erin Turner, School Board
Press (3)

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Forest Lake Area Schools • Independent School District 831 • Equal Opportunity Employer

INDEPENDENT SCHOOL DISTRICT NO. 831
Forest Lake, Minnesota 55025
Policy Committee Meeting
September 9, 2010 – 8:00 p.m. – District Office Board Room

AGENDA

It's critical that we get through Items 1-3 and even 4 if possible. Please review these items prior to the meeting and come prepared to discuss them.

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| <ol style="list-style-type: none">1. Graduation Requirements Policy 613 – Changes Required (Attached)2. New Policy – Special Education Records and Records Retention Policy 505A (Attached)3. Family and Medical Leave Policy 428 – Annual Review - No Legislative Changes Required (Attached)4. Use of Student Records (Legislative Changes) – February Attachment |
|--|
5. Community Use of School Facilities Policy 701 – Review pending completion of revisions by Community Ed
 6. Wellness Policy 546 (Annual Review) – April Attachment – Pending Wellness Committee Input
 7. Consideration of Other Policies to be Scheduled for Review
 8. Other Matters
 9. Annual Policy Reviews
 - Mandated Reporting of Maltreatment of Vulnerable Adults Policy 414 (October 2010)
 - Mandated Reporting of Child Neglect or Physical or Sexual Abuse Policy 522 (October 2010)
 - Technology Acceptable Use and Safety Policy 540 (November 2010)
 - Student Sex Nondiscrimination Policy 421 (November 2010)
 - Student Transportation Safety Policy 531 (November 2010)
 - Anti-Bullying Policy 541 (December 2010)
 - School Board Member Reimbursement Guidelines Policy 103A (December 2010)
 - Out-of-State Travel by School Board Members Policy 103B (December 2010)
 - Crisis Management Policy 538 (January 2011)
 - School Discipline Policy 515 (March 2011)
 - Harassment and Violence Policy 425 (April 2011)
 - School Board Member Code of Ethics (April 2011)
 - Wellness Policy 546 (May 2011)
 - Family & Medical Leave Policy 428 (September 2011) – No legislative changes required in September 2010
 10. Future Policy Review
 - Naming of School Buildings or Portions Thereof Such as Naming a Gymnasium
 - Random Drug Testing
 - Policy on Superintendent Contract Renewals – See Minnesota Statute 123B.143 (Review 90 day suggestion)
 11. Policies at School Board for Action

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from the school district.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district that all students must pass the Minnesota Graduation Basic Standards tests in Reading, Mathematics, and Written Composition as per state requirements or higher guidelines and must satisfactorily complete, as determined by the school district, all course credit requirements and graduation standards, as established by the school board, in order to graduate.

III. DEFINITIONS

- A. “Course credit” is equivalent to a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.
- B. “Department” means the Department of Education.
- C. “Unit” means a unit measuring education achievement based on successfully completing the requirements of a given course of study.
- D. “Section 504 Accommodation” means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.
- E. “Individualized Education Plan,” or “IEP,” means a written statement developed for a student eligible by law for special education and services.
- F. “Limited English Proficient” or “LEP” student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

IV. TEST ADMINISTRATOR

The Director of Teaching and Learning shall be named the school district test administrator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. REQUIREMENTS FOR GRADUATION BEGINNING WITH THE 2007-08 SCHOOL YEAR THROUGH 2010-11 AND THEREAFTER

- A. All students must pass the Minnesota Graduation Basic Standards tests in Reading, Mathematics, and Written Composition as per state requirements in order to graduate,
- B. All students must successfully complete the course work in grades 7 and 8; and
- C. All 9-12 students must successfully engage in an appropriate number of credits as minimally defined by state statute.
- D. Seventh or eighth grade students who successfully complete a course offered in grades 9-12 will also receive elective/required credit.
- E. A student must also:

Complete the required number of credits in grades 9 - 12.

2008 & 2009 Graduating Classes: 28 total credits are required.

2010 Graduating Class: 27 total credits are required.

2011 Graduating Class and Thereafter: 26 total credits are required.

These must include:

Language Arts – Four credits

9th Grade English (1 credit)

10th Grade English (1/2 credit)

Modern American Voices or Modern American Literature (1/2 credit)

Basic Communication or Speech (1/2 credit)

Effective starting with the 2008-09 school year:

College-Prep Composition, CIS University Writing and Critical Reading, Creative Writing, Technical Writing, or Journalism (1/2 credit)

The remaining Language Arts credits may be selected from any of the Language Arts Courses at the Senior High School.

Social Studies – ~~Four~~ **Three and one-half** credits

9th Grade Civics (1/2 credit) and 9th Grade Careers (1/2 credit)

U.S. History I and U.S. History II (1 credit)

World History (1 credit)

Economics (1/2 credit)

~~Elective Social Studies Course (1/2 credit)~~

Mathematics – Three credits

Core I (1 credit)

Core II (1 credit)

Core III (1 credit)

OR

Algebra I (1 credit)

Geometry (1 credit)

Algebra II (1 credit)

Science – Three **and one-half** credits

9th Grade Science (1 credit)

Biology (1 credit)

Chemistry (1/2 1 credit) **or Physics (1 credit)**

~~Elective Science Course~~ **Earth Science** (1/2 credit)

The following courses in the Agriculture Education Department also fulfill the 1/2 credit for elective science:

~~Natural Resource Science~~

~~Environmental Management~~

~~Animal Science~~

~~Animal Health~~

~~Plant Science—Concepts~~

~~Plant Science—Propagation~~

~~Biotechnology in Agri-Science~~

~~CIS Plant Science~~

~~CIS Animal Science~~

The Arts – One Credit

9th Grade – 12th Grade (1 credit)

Physical Education – One credit

9th Grade (1/2 credit)

10th Grade (1/2 credit)

Health – One-half credit

~~Family & Consumer Sciences or Industrial Technology~~ – One fourth credit

~~9th Grade (1/4 credit)~~

~~Business~~ – One fourth credit

~~9th Grade (1/4 credit)~~

Elective Credits

~~2008 & 2009 Graduating Classes~~ – 11 credits

2010 Graduating Class – 10 credits

2011 Graduating Class and Thereafter – 9 credits

2015 Graduating Class and Thereafter – 9.5 credits

The electives credits may be selected from any department in grades 9-12.

Total Graduation Requirements must be met by the last day of the school year in order for a student to participate in commencement ceremonies.

or

F. Have met the requirements of an I.E.P., a 504 Plan or an L.E.P. Plan.

VI. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minn. Stat. § 120B.07, upon meeting the following conditions:

1. All credit and basic skill test requirements must be met.
2. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision.
3. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

VII. NOTICE

The school district will notify students and their parents of the school district's graduation requirements within 30 working days of a student's entry into ninth grade. The school district also will notify students in grades 9-12 in 2003-2004 or who transfer into the district and their parents of the school district's transition to the course credit system and options for students in grades 9 and above in 2003-2004 regarding locally established graduation requirements within 30 working days.

ADOPTED: 07/06/98
REVISED: 03/06/00
REVISED: 12/04/00
REVISED: 05/07/01
REVISED: 12/01/03
REVISED: 06/02/05
REVISED: 01/03/08
REVISED: 05/06/10

DRAFT

SPECIAL EDUCATION RECORDS AND RECORDS RETENTION POLICY 505A

I. PURPOSE AND SCOPE

This Policy has been developed in recognition of the very different nature of the records public school districts generate in the normal course of educating their special education students and to ensure consistency in the maintenance and retention of this information. It supplements, but does not replace, the School District's "Use of Student Records" Policy (*Policy # 505*).

Any District requirement or regulations regarding the maintenance, retention or release of data which is applicable to all students applies to special education students as well.

II. SPECIAL EDUCATION DOCUMENT AND FILE MAINTENANCE REQUIREMENTS

The following procedures must be followed when creating and maintaining documents relevant to the identification and evaluation of special education students and/or the development and implementation of a student's special education program.

1. Special education evaluation, program and due process paperwork (hereinafter "special education documents") must be retained pursuant to the requirements set forth in this policy.
2. All special education documents must be filed in a separate file and at a separate location from the Student's general education cumulative file. The file must be maintained in a locked location specified by each building administrator.
3. A "blue note," indicating that a separate special education file is being retained for the student in a separate location must be placed in each special education student's general education file.
4. Only one special education file per student shall be maintained. Special Education "working files" may not be maintained by a student's educators beyond the school year in which they are created.
5. At the end of each school year, working documents *which are duplicates* to those already contained within a student's special education file must be shredded. Any special education document contained within an educator's working file, but not in the student's special education file must be transferred thereto.

The only exception to this rule is if documents within working files are subject to the “desk drawer exception” recognized under Minnesota and federal laws or are required to be destroyed pursuant to the retention schedule set forth below. The desk drawer exception is very narrow.¹ In general, documents which are deemed important enough to be retained in a working file should be transferred to the Student’s permanent file, notwithstanding this exception.

6. At least one time every grading period and at the end of each school year, special educators and service providers must print and/or transcribe all electronic messages, including text messages, phone messages and e-mails, that they have sent or received concerning each of their students and provide them to the student’s case manager. After reviewing and shredding duplicates, electronic communications which contain information relevant to a student must be transferred to that student’s special education file.

Special educators are reminded that electronic communications constitute student records. All e-mails should be drafted in an objective and professional manner. Personal opinions and comments irrelevant to a student’s education are inappropriate and should not be included in these messages.

7. Special education records shall be filed in chronological order (most recent documents to the front) by each school year. A School District “blue sheet” must be placed on the top of each initial evaluation, 3 year re-evaluation and annual IEP, pursuant to the directions set forth thereon. Only one copy of each due process document shall be retained in each student’s file.
8. When significant changes are made to an annual IEP, a copy of each version of the IEP (prior and subsequent to the IEP revision) must be retained. Dates on each IEP should reflect the date on which that version of the IEP was drafted.
9. All documents greater than one page must be stapled.

¹ The “desk drawer exception” is very narrow. In order for records to fall under this exception, they must be kept in the sole possession of the teacher who creates the records and not be accessible to or revealed to any other individual, except a substitute teacher. Discussing or sharing the records with *any* other staff (or other individual) for *any* reason removes the records from this “desk drawer” exception. A document subject to this exception must be destroyed by the end of the school year in which it was created.

10. All progress data, charts, IEP meeting notes or notes documenting communications with other staff members, parents, students, etc. must be dated and identify the name of the staff member who created the note or document.
11. Phone and communication logs must be maintained by each teacher and/or service provider for each student. The logs, which should document any communication between staff and parents, including the mailing of due process documents and required notices, must be retained in each student's special education file. To the extent logs are maintained on a computer file, they must be printed at the end of each school year and placed in the student's special education file.
12. The content of communication notebooks sent between home and school must be copied by each student's case manager on at least a monthly basis and retained in each student's special education file.
13. Raw student performance/progress data need not be retained once it is compiled and summarized into another format. However, one time per school year, for the last progress report of the school year, each case manager must retain the raw student performance data sheets that have been summarized and reflected on a progress report and attach them thereto.
14. Each case manager is expected to review and ensure that his/her students' special education files are being timely updated and are orderly and complete at the end of each school year.

III. SPECIAL EDUCATION DOCUMENT RETENTION AND DESTRUCTION SCHEDULE

The following schedule pertains solely to special education records. It supplements and does not replace any document destruction schedule previously adopted by the School District. A copy of this schedule will be published to students and parents at least one time per school year in the School District's annual Summer Newsletter.

1. The District will retain the student's name, address, and phone number, standardized and achievement test results, grades, attendance, and grade level completed without time limitation.
2. However, in this circumstance, the term "standardized achievement test" means tests provided to both regular and special education students to gauge their overall academic performance and progress. The term "standardized

achievement tests” does not include protocols for tests conducted in connection with special education evaluations.

3. Protocols used in completing actual special education evaluation assessment protocols will be destroyed four years after administration, interpretation, and summarization, pursuant to parent notification in the School District’s Annual Newsletter.
4. Individual Education Plans (“IEPs”), Evaluation Reports, Independent Medical Reports and supporting due process documents, including Team Meeting Notices, Prior Written Notices, and Progress Reports) will be retained for two years after the Student ages out of special education or graduates.
5. When a Student has transferred to or open enrolled in a different school district, the School District must retain a copy the Student’s last evaluation and IEP until two years after the Student would have graduated had s/he not transferred school districts.
6. Data sheets used to formulate progress reports generally need not be retained once the data is summarized and transferred to the progress report *See* Section I.13 above. Data sheets retained pursuant to the requirements of Section I.13 of this policy will be retained for three calendar years following the date of the report.
7. IEP meeting notes, parent contact and/or telephone logs, copies of communication notebook entries and electronic communications will be retained for three calendar years.
8. In addition to being provided yearly notice of the Special Education Document Retention Schedule in the School District’s Annual Newsletter, Parents will receive a copy of the School District’s Special Education Document Retention Schedule [at the student’s annual IEP meeting] [at the time of the student’s initial evaluation or IEP and at the time the student reaches 18] or [] This will constitute notice and no further notice will be provided. Parents and eligible students will be asked to sign an acknowledgment of their receipt of this policy. A copy of this notice will be retained by the school with the Student’s permanent special education records.
9. Records may not be destroyed if there is an outstanding request to inspect the records by the parent or eligible student. Records must be destroyed at the request of the parents if they are no longer needed for educational purposes.

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the Family and Medical Leave Act of 1993 (FMLA) and consistent with the requirements of the Minnesota Parenting Leave laws.

III. DEFINITIONS

- A. “Active duty” or “call to active duty” means a federal call to active duty as a member of the reserve components (Army National Guard, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve) or a retired member of the regular Armed Forces or reserve component in support of a contingency operation. For purposes of this policy, active duty or call to active duty status does not include members of the regular Armed Forces.
- B. “Contingency operation” means a military operation that is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force or which results in the call or order to, or retention on, active duty of members of the uniformed services under federal law or any other provision of law during a war or during a national emergency declared by the President or Congress.
- C. “Covered military member” means the employee’s spouse, son, daughter, or parent on active duty or call to active duty status.
- D. “Covered servicemember” means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty while on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.
- E. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least

1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- F. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member's child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to five days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member; and

8. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty, in the reserve component of the Armed Forces or a retired member of the regular Armed Forces or reserve component in support of a contingency operation.
2. For the purposes of this policy, "year" is defined as a fiscal year (July 1 – June 30).
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and/or care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child

with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

6. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
7. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
8. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
9. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
10. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status in support of a contingency operation and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

11. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may, in some situations, be required to reimburse the school district for the cost of the health plan premiums paid by it.
12. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. It shall be the responsibility of the superintendent to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

13. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Six-week Leave

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a six-week unpaid parenting leave for birth or adoption of a child. The employee may qualify if he or she has worked for the school district for at least 12 consecutive months and has worked an average number of hours per week equal to one-half of the full time equivalent. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a

single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.

2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.6., IV.A.9., IV.A.11., IV.A.12., and IV.A.13. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. 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.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
 1. take leave for the entire period or periods of the planned medical

treatment; or

2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 2. If the employee begins 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 or if the employee's return from leave would occur during the last two weeks of the semester.
 3. If the employee begins 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, school district may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each school district building in areas

accessible to employees.

- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin “M” (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family and Medical Leave Act Summary)

APPROVED: 12/1/05
REVIEWED (NO CHANGES MADE): 12/6/07
REVISED: 10/1/09